



AGENDA

June 7, 2017

CITY COUNCIL MEETING FINANCE AUTHORITY MEETING HOUSING AUTHORITY MEETING

7:00 p.m.

City Council Chambers
311 Vernon Street
Roseville, California

1. CALL TO ORDER

2. ROLL CALL

Vice Mayor: Bonnie Gore
Councilmember: Scott Alvord
Councilmember: Tim Herman
Councilmember: John Allard
Mayor: Susan Rohan

3. PLEDGE OF ALLEGIANCE

4. MEETING PROCEDURES

NOTICE TO THE PUBLIC

All Items on the agenda will be open for the public comment before final action is taken. Speakers are requested to restrict comments to the item as it appears on the agenda and stay within a five (5) - minute time limit. The Mayor has the discretion of limiting the total discussion time for an item.

5. PUBLIC COMMENTS

NOTICE TO THE PUBLIC

Persons may address the City Council on items not on this agenda. Please complete a "Speaker Information Card" and present it to the City Clerk prior to the start of the meeting. Speakers shall restrict their comments to issues that are within the subject jurisdiction of the City Council and limit their comments to three (3) minutes per person. The total time allocated for Public Comment is 25 minutes. The

Brown Act, with certain exceptions, does not permit the City Council to discuss or take action on issues that are not listed on the agenda.

6. CONSENT CALENDAR

NOTICE TO THE PUBLIC

All matters listed under Consent Calendar are considered to be routine and all will be passed by one motion. There will be no discussion of these items unless members of the City Council or the public request specific items be removed from the Consent Calendar for separate discussion. Any member of the public may address the City Council on items on the Consent Calendar. Public comments on any item or items on the Consent Calendar are limited to five (5) minutes per speaker

BEGINNING OF CONSENT CALENDAR

Minutes

6.1. Minutes of Prior Meetings

Memo from City Clerk Sonia Orozco recommending Council approve the Minutes of the May 10, 2017 City Council Meeting, and May 17, 2017 City Council/Finance Authority/Natural Gas Financing Authority Meeting.

CC #: 8492

File #: 0102-03

CONTACT: Sonia Orozco 916-774-5263 sorozco@roseville.ca.us

Bids / Purchases / Services

6.2. Sierra Gardens Transfer Point Project - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Assistant Engineer Cathy Gosalvez and Public Works Director Rhon Herndon recommending Council approve the plans and specifications for the Sierra Gardens Transfer Point Project and authorize staff to call for bids. The project will provide transit riders with a more convenient and comfortable fixed-route service and improve pedestrian and bicycle access. Proposed improvements include passenger shelters and benches, bicycle facilities, and passenger boarding areas with improved ADA access. The project also involves roadway improvements including street rehabilitation, sidewalk replacements, curb ramps upgrades, crosswalk improvements, and concrete bus turnouts. The construction estimate is \$1,715,000.00 and will be funded with Roadway Funds and Transportation Development Act Funds. No General Funds are allocated for this project.

CC #: 8513

File #: 0721

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

6.3. West Side Tank and Pump Station Project Phase 1 - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Senior Engineer George Hanson and Environmental Utilities Director Richard Plecker recommending Council approve the West Side Tank and Pump Station Phase 1 grading plans and specifications and authorize staff to call for bids. Grading is necessary to allow construction of the West Side Tank and Pump Station capital improvement project. The Phase 1 improvements are estimated to cost \$200,000.00 and would be paid from the existing project budget which is funded by capacity fees provided by development.

CC #: 8517

File #: 0900-02

CONTACT: George Hanson 916-746-1764 ghanson@roseville.ca.us

6.4. Carbon Dioxide, Refrigerated Liquid (RFQ 01-3128) – Service Agreement

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-213 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND AVIATE ENTERPRISES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703266). Staff recommends Council approve a service agreement with Aviate Enterprises, Inc. for Carbon Dioxide, Refrigerated Liquid (CO2) for two community swimming pools and the splash pad at the Vernon Street Town Square. Carbon Dioxide is used to control the pH of swimming pools to keep the water sanitized and safe for public use. The estimated total for the initial contract term is \$55,000.00. Funding for \$10,000.00 is included in the Parks, Recreation and Libraries Department's Aquatics Division FY2016-17 budget and funding for the remaining \$45,000.00 is included in the FY2017-18 proposed budget. Staff requests authorization to renew without further Council approval.

CC #: 8503

File #: 0203-03

CONTACT: Babette Owens 916-774-5704 bowens@roseville.ca.us

6.5. Emission Chemical and Gases (RFQ 01-3014) - Service Agreement Renewal

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-214 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND MATHESON TRI-GAS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1803214). Staff recommends Council authorize a service agreement renewal with Matheson Tri-Gas, Inc. for the purchase and delivery of emission chemicals and gases which are used to calibrate emissions monitoring equipment at the Roseville Energy Park and Energy Park 2. The estimated annual total of this agreement is \$50,000.00, not to exceed budgeted amount. Funding is included in the Electric Department's FY2017-18 budget. Staff requests authorization to renew without further Council approval.

CC #: 8505

File #: 0203-07

CONTACT: Babette Owens 916-774-5704 bowens@roseville.ca.us

6.6. Police Department Generator Replacement (RFQ 01-3129) - Service Agreement

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-218 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND CABAR ELECTRIC, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703525). Staff recommends Council approve a service agreement with Cabar Electric, Inc. for the materials and labor to replace the indoor generator at the Police Department. This generator needs to be replaced due to age, lack of spare parts, and the high cost of maintenance. The total value for the contract award is \$224,424.00. and funding is included in the FY2016-17 General CIP Rehabilitation budget.

CC #: 8508

File #: 0203-12

CONTACT: Babette Owens 916-774-5704 bowens@roseville.ca.us

6.7. Office and Cubicle Design and Reconfiguration Service Agreements

Memo from Facility Manager Dan Allen and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-215 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SIERRA VALLEY MOVING & STORAGE INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S170801A); and adopt RESOLUTION NO. 17-216 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND VERTEX OFFICE SOLUTIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S170802A). Staff recommends Council authorize service agreements with Sierra Valley Moving and Vertex Office Solutions to provide cubicle design and installation services on an as needed basis throughout the City. Each agreement includes four optional one year renewals. The total annual value of each agreement is \$100,000.00, not to exceed annual budgeted amounts. Staff requests authorization to continue utilizing each contract without further Council approval until the contract expires, or until City staff determines that continuing with the same vendor is not in the City's best interest including authorization for the City Manager to sign optional renewal agreements pending Council approval of budgets for that year.

CC#: 8506

File#: 0203-04

CONTACT: Dan Allen 916-774-5741 dallen@roseville.ca.us

6.8. Power Plant Water Pump Purchases And Servicing - Sole Source Service Agreement

Memo from Power Generation Superintendent Matt Garner and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-211 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF

ROSEVILLE AND SULZER PUMPS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703230). This item requests approval of a sole source service agreement with Sulzer Pump Services (US) Inc. for the purchase of Sulzer brand pumps, pump parts, and to service pumps for the Roseville Energy Park. This agreement is for a one-year term funded for \$150,000.00, and allows for four optional one-year renewal agreements. Total agreement duration is not to exceed five years and the total agreement value is not to exceed \$750,000.00, based on an estimated annual budget of \$150,000.00. Funding is included in the Electric Operations Fund budget for FY2016-17 and is subject to City Council approval of future year budgets for renewal agreements.

CC #: 8497

File #: 0203-07

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

6.9. Sports Officiating - Service Agreement Renewals

Memo from Recreation Coordinator Christopher Pelzman and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-223 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN THE CITY OF ROSEVILLE AND HAWKINS OFFICIATING SERVICE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1805159); and adopt RESOLUTION NO. 17-224 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN THE CITY OF ROSEVILLE AND HAWKINS OFFICIATING SERVICE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1805158). Staff is recommending Council approve the extension of the current service agreements between the City and Hawkins Officiating Service to provide sports officiating services for the adult basketball, volleyball, and flag football programs for the Parks, Recreation & Libraries Department in the amount of \$45,000.00 (volleyball & flag football) and \$40,000.00 (basketball) for FY2017-18. The funds for these service agreements have been allocated through the Parks, Recreation & Libraries Operating Budget. Fees are collected from participating teams and players to offset 100% of cost associated with this agreement.

CC #: 8514

File #: 0704

CONTACT: Christopher Pelzman 916-774-5977 cpelzman@roseville.ca.us

6.10. On-Call Inspection Services - Service Agreement

Memo from Park Planning and Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-236 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND 4LEAF, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1705017). The estimated cost from date of

award through June 30, 2018 is a not-to-exceed amount of \$250,000.00. In anticipation of the upcoming construction season, the intent of this service agreement is to utilize these services when demand exceeds in-house capacity. This will allow for more responsiveness to contractor and developer needs along with enhancing quality control. The on-call services does not guarantee an annual amount of work and is in place on an "as needed" basis. Work performed under this service agreement will utilize developer fees and/or capital improvement project accounts. Staff will return to Council each fiscal year to renew the service agreement for additional one year increments and will request authorization to spend a predetermined not-to-exceed amount associated with the extension. There will be no General Fund impact.

CC #: 8527

File #: 0704

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

6.11. Sports Officiating - Service Agreement Renewal

Memo from Recreation Coordinator Christopher Pelzman and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-221 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN THE CITY OF ROSEVILLE AND SUNRISE OFFICIALS ASSOCIATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1805163). Staff recommends Council approve the extension of the current service agreement between the City and Sunrise Officials Association to provide sports officiating services for the adult softball program for the Parks, Recreation & Libraries Department in the amount of \$55,000.00 for FY2017-18. The funding for the agreement has been allocated through the Parks, Recreation & Libraries Operating Budget. Fees are collected from participating teams and players to offset 100% of cost associated with this agreement.

CC #: 8511

File #: 0704

CONTACT: Christopher Pelzman 916-774-5977 cpelzman@roseville.ca.us

6.12. Library ebooks - Purchase Authority Increase

Memo from Library Supervisor Rendi Hodge and Parks, Recreation & Libraries Director Dion Louthan recommending Council approve an increase of purchase authority from \$20,000.00 to \$34,000.00 on Purchase Order P1702474 with cloudLibrary™ /Bibliotheca. This is to purchase ebooks for the Roseville Public Library's collection. The estimated cost of the ebooks is up to \$34,000.00 and is included in the approved FY2016-17 Parks, Recreation & Libraries budget.

CC #: 8498

File #: 0203-10

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

6.13. Ford F-350 with Utility Body (RFQ 01-3132) - Purchase Order

Memo from Buyer Tiffany Valdez and Central Services Director Paul

Diefenbach recommending Council authorize a purchase order to Oroville Ford as the lowest responsive bidder for RFQ 01-3132 for one Ford F-350 with utility body to replace vehicle number 01-373. The truck is used daily for preventative maintenance and trouble-shooting of mechanical and electrical issues. The total cost of the vehicle, including tax and options, is \$64,148.94. Funding for this vehicle is included in the FY2016-17 Auto Replacement Budget.

CC #: 8499

File #: 0203-01

CONTACT: Tiffany Valdez 916-774-5708 tvaldez@roseville.ca.us

6.14. Citywide Telephone System Maintenance - Purchase Order Amendment

Memo from Information Technology Program Manager Matt Donaldson and Chief Information Officer Hong Sae recommending Council approve an increase to the amount authorized for a purchase order with Altura Communication Solutions. Since the original Council approval, an upgrade to the phone system has been performed that included new call management software, which increases the cost of maintenance by \$9,832.84 from \$65,000.00 to \$75,000.00. Funding is included in the Information Technology Department's FY2016-17 budget.

CC #: 8496

File #: 0203-05

CONTACT: Matt Donaldson 916-774-5405 mdonaldson@roseville.ca.us

Resolutions

6.15. City Wide Paint Project - Notice of Completion

Memo from Facility Manager Dan Allen and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-210 ACCEPTING THE PUBLIC WORK KNOWN AS THE CITY WIDE PAINT PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE CENTRAL SERVICES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of the Notice of Completion for the City Wide Paint Project. The total cost of the construction contract was \$84,900.00. The project was funded under the General CIP Rehabilitation Fund.

CC #: 8495

File #: 0203-04

CONTACT: Dan Allen 916-774-5741 dallen@roseville.ca.us

6.16. Police Department Roof Repair - Notice of Completion

Memo from Facilities Manager Dan Allen and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-219 ACCEPTING THE PUBLIC WORK KNOWN AS THE RPD ROOF REPAIR PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE CENTRAL SERVICES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of the Notice of Completion for the

Police Department Roof Repair. The total cost of the construction contract was \$73,407.00. The project was funded under the General CIP Rehabilitation Fund.

CC #: 8509

File #: 0900-06

CONTACT: Dan Allen 916-774-5741 dallen@roseville.ca.us

6.17. Old Auburn Ranch - Certificate of Completion

Memo from Construction Inspector Tim Rath and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-207 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS THE Old Auburn Ranch PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of this project and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 8487

File #: 0400-04-17-1

CONTACT: Tim Rath 916-774-5252 trath@roseville.ca.us

6.18. Westpark Phase 4 - Village W-18B Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council approve the Westpark Phase 4 - Village W-18B final map and adopt RESOLUTION NO. 17-230 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND PULTE HOME COMPANY, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating 57 residential lots and one lettered lot. The actions requested have no fiscal impact to the City's General Fund.

CC #: 8518

File #: 0400-04-09-1 & 0400-07

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

6.19. Rebate Processing System and Database - Professional Services Agreement Amendment

Memo from Electric Business Analyst Renee Laffey and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-209 APPROVING A THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND CRMORBIT, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON

BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of an amendment to the crmOrbit Inc. (Energy Orbit) contract for a hosted rebate processing and database system. This amendment extends the term of the contract for one year and increases the cost of the contract by \$91,691.00, bringing the total cost of the agreement to \$522,146.00. Funding for the additional work is contingent Council's approval of the FY2017-18 Electric Utility budget for public benefits programs and the FY2017-18 Environmental Utilities Department Water Efficiency budget.

CC #: 8489

File #: 0800-03

CONTACT: Renee Laffey 916-774-5671 rlaffey@roseville.ca.us

6.20. West Roseville Specific Plan Westpark Parcel W-4, W-7, Village 1 and Village 2 Transit Bus Shelter Construction Fee Agreements for Bus Shelters #180, #183, #185 and #195

Memo from Administrative Technician Anita Giordano and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-225 APPROVING A TRANSIT BUS SHELTER CONSTRUCTION FEE AGREEMENT BETWEEN CITY OF ROSEVILLE AND PL ROSEVILLE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-226 APPROVING A TRANSIT BUS SHELTER CONSTRUCTION FEE AGREEMENT BETWEEN CITY OF ROSEVILLE AND PL ROSEVILLE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-227 APPROVING A TRANSIT BUS SHELTER CONSTRUCTION FEE AGREEMENT BETWEEN CITY OF ROSEVILLE AND PL ROSEVILLE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-228 APPROVING A TRANSIT BUS SHELTER CONSTRUCTION FEE AGREEMENT BETWEEN CITY OF ROSEVILLE AND PL ROSEVILLE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of the conversion of Deferred Improvement Agreements to Transit Bus Shelter Construction Fee Agreements between the City and PL Roseville, LLC, (Pulte Homes) for the construction of Bus Shelters #180, #183, #185 and #195, and authorizing the City Manager to execute them on behalf of the City. The bus shelters may not be needed until the area is more built out which may take several years. There will be no fiscal impact on the City's General fund or the Local Transportation Fund.

CC #: 8515

File #: 0721

CONTACT: Anita Giordano 916-774-5385 agiordano@roseville.ca.us

6.21. 401 Oak Street - Purchase and Sale Agreement Amendment

Memo from Economic Development Manager Laura Matteoli and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 17-233 APPROVING A FIRST AMENDMENT TO

PURCHASE AND SALE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND UNIVERSITY DEVELOPMENT FOUNDATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This requested agreement amendment extends the feasibility period to September 29, 2017 to allow time for required due diligence items, inspections, and documents to be drafted and approved. There is no cost or fiscal impact associated with this request.

CC #: 8520

File #: 1003

CONTACT: Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

6.22. Water Forum Successor Effort FY2017-18 - Cost Share Agreement

Memo from Water Utility Manager Jim Mulligan and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-206 APPROVING AN INTERAGENCY AGREEMENT BY AND AMONG SACRAMENTO COUNTY, SACRAMENTO COUNTY WATER AGENCY, CITY OF ROSEVILLE, CITY OF FOLSOM, PLACER COUNTY WATER AGENCY, SAN JUAN WATER DISTRICT AND THE CITY OF SACRAMENTO (ON BEHALF OF THE SACRAMENTO CITY-COUNTY OFFICE OF METROPOLITAN WATER PLANNING AND THE WATER FORUM SUCCESSOR EFFORT), AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. On March 15, 2000, Council approved a Memorandum of Understanding regarding the Water Forum comprehensive plan which established two co-equal objectives: 1) provide a reliable and safe water supply for the region's economic health and planned development through the year 2030; and 2) preserve the fishery, wildlife, recreational, and aesthetic values of the Lower American River. Roseville agreed to support the Successor Effort through the life of the agreement. The City of Sacramento is the lead agency for managing the Successor Effort and has drafted the cost-sharing agreement. Roseville's FY2017-18 allocation is \$87,081.00 which was budgeted for in the Water Utility operations cost.

CC #: 8486

File #: 0800-02

CONTACT: Jim Mulligan 916-774-5668 jmulligan@roseville.ca.us

6.23. ALERT2 Flood Alert Network Update Project – Professional Services Agreement

Memo from Assistant Engineer Michael Zasso and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-208 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WATER & EARTH TECHNOLOGIES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests that Council approve the Professional Service Agreement for the ALERT2 Flood Alert Network Update Project. An existing agreement between the State of California Department of Water Resources and the City was previously approved by City Council. Through this previously approved agreement,

\$130,013.00 of grant funding from DWR will be used for this project. Use of the DWR grant funds will require the City to provide \$12,500.00 in local matching funds, which has been identified within the Council approved Capital Improvement Project budget. The project will modernize the City's streamflow gauges to the current ALERT2 communications protocol in order to provide the most timely and accurate data to City, County, State, and Federal floodplain officials.

CC #: 8494

File #: 0309-01

CONTACT: Michael Zasso 916-746-1300 mzasso@Roseville.ca.us

6.24. Power Plant Water Treatment Chemistry and Consultation Services - Professional Design Services Agreement

Memo from Power Plant Engineer Nathan Ribordy and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-222 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND COLUMBIA WATER TECHNOLOGY LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Columbia Water Technology will act as consultants for water treatment chemistry and consultation services for the City's two power plants. The plants utilize water treatment to produce pure water during the course of normal operation for several processes that are highly sensitive to water quality. Total cost of the agreement is a not to exceed amount of \$375,000.00 over a five year period. \$75,000.00 of funding is included in the Electric Operations Fund budget for FY2016-17. Funding subsequent to the current budget year is subject to future budget approvals.

CC #: 8512

File #: 0800-03

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

6.25. Tow Rotation Service Agreements

Memo from Police Lieutenant Marc Glynn and Police Chief Daniel Hahn recommending Council adopt RESOLUTION NO. 17-235 APPROVING TOW SERVICE AGREEMENTS AND AUTHORIZING THE POLICE CHIEF TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Eight towing companies will be included on the Police Department's rotation tow list for the two year period following execution of the agreements. There is no cost to the City.

CC #: 8524

File #: 0323-02

CONTACT: Marc Glynn 916-774-5095 mglynn@roseville.ca.us

6.26. Street Closure Request - July 4th Celebration

Memo from Community Relations Analyst Jamie Hazen and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-220 APPROVING AN AGREEMENT BY AND

BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE COMMUNITY CRIME STOPPERS FOUNDATION, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests the closure of various streets on Tuesday, July 4, 2017 from 6:30 a.m. – 12:00 p.m. for the annual 4th of July Parade and Crime Stoppers “Run Crime Out of Roseville” Fun Run. Both the parade and fun run are part of the July 4th celebration located in downtown Roseville. Because street closures are required for the City sponsored parade, Roseville Crime Stoppers will not be charged street closure fees. The budget for street closures, parade, Royer Park event and fireworks at the fairgrounds is \$18,580.00 and is included in the proposed Parks, Recreation & Libraries Department FY2017-18 budget.

CC #: 8510

File #: 0109-02

CONTACT: Jamie Hazen 916-774-5978 jhazen@roseville.ca.us

6.27. Bus Transport Services - Agreement Amendment

Memo from Recreation Superintendent Rob Nakamura and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-212 APPROVING A SECOND AMENDMENT TO AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This agreement allows the City Parks, Recreation & Libraries Department to charter bus transportation services for programs such as Adventure Camps, SPARKS & Day Camp field trips totaling approximately \$30,000.00 annually. This expense is allocated with the FY2017-18 department budgets. Expenses are offset by program revenues.

CC #: 8502

File #: 0705

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

6.28. Campus Oaks Apartments Phase 1 - Affordable Renting Housing Agreement

Memo from Housing Analyst Trisha Isom and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 17-231 APPROVING AN AFFORDABLE RENTAL HOUSING AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND CAMPUS OAKS APARTMENTS 1, LP AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. In September 2016 the City approved the Campus Oaks Apartments Phase 1. The developer, Campus Oaks Apartments 1, LLC, must enter into an affordable housing agreement with the City to implement the affordable housing obligations. The developer will build 186 apartments of which 42 will be affordable to rent by very-low income households. The subsidies for the program are borne by the developer.

CC #: 8519

File #: 0709-03-01

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

6.29. Housing Authority & City Council - Affirmatively Furthering Fair Housing Analysis - Memorandum of Understanding Amendment

Memo from Housing Manager Danielle Foster and Economic Development Director Chris Robles recommending Council adopt CITY COUNCIL AND HOUSING AUTHORITY OF THE CITY OF ROSEVILLE JOINT RESOLUTION NO. 17-234 APPROVING A FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROSEVILLE, THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY, THE CITY OF CITRUS HEIGHTS, THE CITY OF DAVIS, THE CITY OF ELK GROVE, THE CITY OF RANCHO CORDOVA, THE CITY OF ROCKLIN, THE CITY OF WEST SACRAMENTO, THE CITY OF WOODLAND, THE ROSEVILLE HOUSING AUTHORITY, AND THE HOUSING AUTHORITY OF THE COUNTY OF YOLO, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item will amend the existing Memorandum of Understanding that the City and Housing Authority have entered into with regional localities to complete a required analysis for both the Community Development Block Grant and Housing Choice Voucher Programs. This approval will increase the City and Housing Authority not-to-exceed amount for this analysis from \$8,160.00 to \$15,000.00 in total, from non-General Fund sources. This item will not impact the General Fund.

CC #: 8521

File #: 0709

CONTACT: Danielle Foster 916-774-5446 dfoster@roseville.ca.us

Ordinances (for introduction and first reading)

6.30. Municipal Code Amendment - Personnel Rule Change

Memo from Human Resources Manager Linda Hampton and Human Resources Director Gayle Satchwell recommending Council introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 3.02.040 OF CHAPTER 3.02 OF TITLE 3 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PERSONNEL RULES AND REGULATIONS. In an effort to provide opportunities for departments to provide transitional training from retiring/resigning managers who perform key critical services to the community, a change to the Personnel Rules and Regulations, Municipal Code Title 3, Chapter 3.02, Section 3.02.040 New Positions is recommended. The proposed change will provide the City Manager with the authority to administratively create and delete new positions with a term not to exceed six months, provided that existing funding is available. The cost for these potential training positions shall be covered in the existing FY2016-17 budget and subsequent budgets on an as needed basis.

CC #: 8501

File #: 0600-01

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

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

6.31. Animal Control Shelter Project - Funding Correction Budget Adjustment

Memo from Budget Manager Kathy Cullen and Chief Financial Officer Jay Panzica recommending Council adopt ORDINANCE NO. 5835 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This budget adjustment is an update to funding sources for the Animal Control Shelter Project. When the project budget was established in FY2009-10, there were two funding sources identified for the project: The Strategic Improvement Fund and the Animal Control Shelter Fund. However, the Public Facility Fee (PFF) update, which was approved last fiscal year (FY2015-16), also included partial funding for the Animal Control Shelter project, however, the funding for the project was not updated in the budget to reflect the PFF portion.

CC#: 8485

File#: 0323-04 & 0201-01

CONTACT: Kathy Cullen 916-746-1306 kcullen@roseville.ca.us

6.32. Interfund Loan and Budget Adjustment

Memo from Controller Jacquelyn Flickinger and Chief Financial Officer Jay Panzica recommending Council adopt ORDINANCE NO. 5838 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This is a request of Council to approve an interfund loan and necessary budget adjustment from Water Construction to Water Operations for the funding of the Advanced Metering Infrastructure project in the amount of \$5,000,000.00.

CC #: 8500

File #: 0201-01

CONTACT: Jacquelyn Flickinger 916-774-5516 jflickinger@roseville.ca.us

6.33. Electric Department Job Title Change

Memo from Human Resources Manager Linda Hampton and Human Resources Director Gayle Satchwell recommending Council adopt ORDINANCE NO. 5839 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5812, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES, SALARY SCHEDULES A AND B, AS AMENDED BY APPENDIX "K" TO BE EFFECTIVE JUNE 10, 2017, AS AN URGENCY MEASURE. Staff requests Council approve Management A & B salary schedules which reflect the retitling of the Electric Line Construction Supervisor classification to Electric Operations Supervisor to better represent the work being assigned. There is no change in salary.

CC #: 8504

File #: 0600-01

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

Ordinances (for second reading and adoption)

6.34. Second Reading - Municipal Code Amendment - Water, Wastewater and Solid Waste Utility Rate Increases for Fiscal Years 2018 and 2019

ORDINANCE NO. 5837 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 9.12.100 OF CHAPTER 9.12 OF TITLE 9, AMENDING SECTIONS 14.08.090, 14.08.095 AND 14.08.100 OF CHAPTER 14.08, AND AMENDING SECTIONS 14.16.200, 14.16.201 AND 14.16.230 OF CHAPTER 14.16 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PUBLIC UTILITIES for second reading and adoption.

CC #: 8493

File #: 0800-02

CONTACT: Terri Shirhall 916-774-5536 tshirhall@roseville.ca.us

6.35. Second Reading - Municipal Code Amendment - Massage Services

ORDINANCE NO. 5836 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING CHAPTER 9.10 OF TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING MASSAGE SERVICES for second reading and adoption.

CC #: 8491

File #: 0300

CONTACT: Dee Dee Gunther 916-774-5015 ddgunther@roseville.ca.us

Reports / Requests

6.36. Housing Authority Status Report - Housing Choice Voucher Program Activity

Memo from Housing Analyst Suzanne Acrell and Economic Development Director Chris Robles providing the Roseville Housing Authority Governing Board a quarterly report on the Roseville Housing Authority Housing Choice Voucher Program. The City Council, acting as the Roseville Housing Authority Governing Board, will receive the report with no action required. This report is for informational purposes only and has no impact on the City's General Fund.

CC #: 8522

File #: 0709-02-01

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

6.37. Westpark Village W-24 Phase 2 - Final Map

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council approve the Westpark Village W-24 Phase 2 final map. The Engineering Division has completed its review of the final map and found that it is in compliance with the approved tentative

map. This map will be creating 54 residential lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 8490

File #: 0400-07

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

Ceremonial Documents

6.38. Resolution of Commendation and Appreciation to Lee Clay

Lee Clay be commended for his outstanding service and dedication to the City of Roseville, congratulated on his many accomplishments, and wished a long, healthy, and enjoyable retirement.

CC #: 8526

File #: 0102-10

CONTACT: Ryan Carroll 916-774-5265 rcarroll@roseville.ca.us

6.39. Resolution of Commendation and Appreciation to Arleen Milmoie

Arleen Milmoie be commended for her outstanding service and dedication to the City of Roseville, congratulated on her many accomplishments, and wished a long, healthy, and enjoyable retirement.

CC #: 8525

File #: 0102-10

CONTACT: Ryan Carroll 916-774-5265 rcarroll@roseville.ca.us

END OF CONSENT CALENDAR

7. RESOLUTIONS

7.1. Finance Authority Special Tax Refunding Bonds, Series 2017A

Memo from Financial Analyst Vanessa Lieberman and Chief Financial Officer Jay Panzica recommending Council adopt FINANCE AUTHORITY OF THE CITY OF ROSEVILLE RESOLUTION NO. 3-17 AUTHORIZING THE ISSUANCE AND SALE OF ITS SPECIAL TAX REVENUE REFUNDING BONDS AND APPROVING RELATED AGREEMENTS AND ACTIONS; and adopt RESOLUTION NO. 17-238 APPROVING A FISCAL AGENT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends that Council authorize the issuance and sale of special tax refunding bonds for and on behalf of the Roseville Finance Authority Revenue Bonds Series 2007 A (Senior Lien Bonds) and Series 2007 B (Junior Lien Bonds) and approve the fiscal agent agreement. There will be no fiscal impact to the City of Roseville as all bond issuance costs will be paid from bond proceeds. Property owners will experience a reduction in annual special tax assessments. The City will be able to generate \$600,000.00 annually from the refunding that will be used to

improve and maintain authorized services and facilities with the Community Facilities Districts.

CC #: 8523

File #: 0206-03

CONTACT: Vanessa Lieberman 916-774-5189 vlieberman@roseville.ca.us

7.2. 2016 Greenhouse Gas Proceeds Spending Plan

Memo from Electric Resource Analyst David Siao and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-229 APPROVING THE 2016 GREENHOUSE GAS FREE ALLOWANCE PROCEEDS SPENDING PLAN. The 2016 Greenhouse Gas Proceeds Spending Plan allocates \$3,198,840.00 in 2016 Greenhouse Gas Proceeds to various projects over the next several years.

CC #: 8516

File #: 0800-03

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

8. **ORDINANCES**

8.1. Woodcreek Oaks Boulevard Widening Project - Award of Contract and Budget Adjustment

Memo from Assistant Engineer Stefanie Kemen and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-217 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND BAY CITIES PAVING AND GRADING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5840 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff is requesting Council award the Woodcreek Oaks Boulevard Widening Project to low bidder, Bay Cities Paving and Grading, Inc. in the amount of \$6,837,558.75 with authorization to exceed the award amount by 10% (\$683,755.88) as a construction change order contingency. The project will complete the widening of the segment of Woodcreek Oaks Boulevard between Crimson Ridge Way and 600' north of Pleasant Grove Boulevard, adding one lane in each direction using the space available in the extra wide median, and constructing the other half of the bridge over the south branch of Pleasant Grove Creek. A budget adjustment is necessary in the amount of \$7,083,065.00 to increase the total project construction budget to \$8,987,979.00 which covers construction and project management costs. The engineer's estimate for this project is \$6,880,000.00. The project is funded by \$8,494,989 of Traffic Mitigation Fees, \$426,182.00 of Gas Tax Funds, \$51,700.00 of Local Transportation Funds, and \$15,200.00 of Landscape/Parks Repair/Maintenance Funds. No General Funds will be used for this project.

CC #: 8507

File #: 0900-04-02 & 0201-01

CONTACT: Stefanie Kemen 916-774-5372 skemen@roseville.ca.us

9. SPECIAL REQUESTS/REPORTS/PRESENTATION

9.1. 3rd Quarter Performance Report

Memo from Budget Manager Kathy Cullen and Chief Financial Officer Jay Panzica with the 3rd Quarter Performance Report Fiscal Year 2016-17 providing financial information on the General Fund, major enterprise funds, and developer impact fees. This item is a performance report only and has no fiscal impact.

CC#: 8530

File#: 0201

CONTACT: Kathy Cullen 916-746-1306 kcullen@roseville.ca.us

10. PUBLIC HEARING

NOTICE TO THE PUBLIC

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

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

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

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

10.1. Avia Apartment Complex Fee Deferral

Memo from Economic Development Manager Laura Matteoli and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 17-232 APPROVING FEE DEFERRALS FOR THE AVIA APARTMENT COMPLEX. This item requests authorization to defer development impact fees for Avia Apartment Complex consisting of 300 units, as follows: 1) City Deferral to Building Permit Occupancy, of each multifamily building in the amount of \$ \$344,029.34 totaling \$5,160,440.10 for all fifteen apartment buildings; and 2) City Deferral Impact Fee Deferral to Building Permit Occupancy, of each Garage and Site permit in the amount of \$38,804.35. The fee deferrals require payment of the development impact fees prior to the issuance of a Building Permit Occupancy/Final as applicable to each permit. An

interest rate of 2.25% will be charged on the monies deferred to cover the City's cost of loss of interest income on the City Fee Deferral and an administrative processing fee of \$625.00 is to be charged on the building permit.

CC #: 8427

File #: 0215-07

CONTACT: Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

10.2. Project One Fee Deferral

Memo from Economic Development Manager Laura Matteoli and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 17-239 AFFIRMING THE ELECTRIC UTILITY DIRECTOR'S DETERMINATION REGARDING THE ELECTRIC BACKBONE FEE; and adopt RESOLUTION NO. 17-237 APPROVING FEE DEFERRALS FOR PROJECT ONE. This item requests authorization to defer development impact fees for new construction of a 316,100 sq. ft warehouse distribution facility, as follows: 1) City Deferral to Building Permit Occupancy, of each permit, in the amount of \$ \$149,442.30; and 2) Impact Fee Deferral to Statewide Community Infrastructure Program (SCIP) bonding in the amount of \$2,127,457.42. Both Deferrals require payment of the development impact fees prior to the issuance of a Building Permit Occupancy/Final as applicable to each permit. The Fee Deferral to SCIP bonding is scheduled for the Fall 2017 bond cycle approval. An interest rate of 2.25% will be charged on the monies deferred to cover the City's cost of loss of interest income on the City Fee Deferral and an administrative processing fee of \$625.00 is to be charged on the building permit. No interest charge is being proposed on the SCIP deferred fees as those fees are anticipated to be bonded for and paid within four months of building permit issuance.

CC#: 8529

File#: 0215-07

CONTACT: Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

11. COUNCIL / STAFF / REPORTS/ COMMENTS

12. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 8492
File #: 0102-03

Title: Minutes of Prior Meetings
Contact: Sonia Orozco 916-774-5263 sorozco@roseville.ca.us

Meeting Date: 6/7/2017
Item #: 6.1.

RECOMMENDATION TO COUNCIL

Approve the Minutes of the May 10, 2017 City Council Meeting, and May 17, 2017 City Council/Finance Authority/Natural Gas Financing Authority Meeting.

BACKGROUND

There is no background information associated with this item.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ECONOMIC DEVELOPMENT / JOBS CREATED

There is no economic development associated with this item.

ENVIRONMENTAL REVIEW

There is no environmental impact associated with this item.

Respectfully Submitted,

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:

Description

May 10, 2017 Minutes

May 17, 2017 Minutes



MINUTES
May 10, 2017

CITY COUNCIL MEETING
7:00 p.m.
City Council Chambers
311 Vernon Street
Roseville, California

1. CALL TO ORDER

Mayor Susan Rohan called the May 10, 2017 City Council meeting to order at 7:00 p.m.

2. ROLL CALL

Present: Gore, Alvord, Herman, Allard, Rohan

Vice Mayor: Bonnie Gore
Councilmember: Scott Alvord
Councilmember: Tim Herman
Councilmember: John Allard
Mayor: Susan Rohan

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Gore.

4. MEETING PROCEDURES

City Clerk Sonia Orozco announced the procedures for addressing Council.

5. PUBLIC COMMENTS

No public comment received.

6. CONSENT CALENDAR

Motion by Tim Herman, seconded by John Allard, to drop item 6.16 from the agenda and the remaining items be approved as recommended. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Gore, Herman, Rohan

BEGINNING OF CONSENT CALENDAR

Minutes

6.1. Minutes of Prior Meetings

Memo from City Clerk Sonia Orozco recommending Council approve the minutes of April 17, 2017 City Council Special Budget Workshop, and the April 19, 2017 City Council meeting.

CC #: 8453

File #: 0102-03

CONTACT: Sonia Orozco 916-774-5263 sorozco@roseville.ca.us

Bids / Purchases / Services

6.2. Hillcrest and Crestmont Drainage Improvement Project - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Assistant Engineer Noah Siviglia and Public Works Director Rhon Herndon recommending Council approve the plans and specifications for the Hillcrest and Crestmont Drainage Improvement Project and authorize staff to call for bids. The project includes improvements to storm drain systems in the Hillcrest and Crestmont neighborhoods, as well as ADA upgrades and curb and gutter repair in the Hillcrest neighborhood. The construction estimate is \$3.1 million and is fully funded with Gas Tax. No General Funds are allocated for this project.

CC #: 8428

File #: 0900-04-02

CONTACT: Noah Siviglia 916-746-1379 nsiviglia@roseville.ca.us

6.3. 2017 Pedestrian Facility Improvement Project - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Assistant Engineer Nick Graves and Public Works Director Rhon Herndon recommending Council approve the plans and specifications for the 2017 Pedestrian Facility Improvement Project and authorize staff to call for bids. This project will upgrade a total of 108 curb ramps located at 50 intersections along various arterial roadways to current ADA standards. The estimate for the project is \$1,322,480.00. The project will be paid for with \$600,000.00 of Federal Congestion Mitigation and Air Quality grant funds and City Roadway funds. No General Funds are being used for this project.

CC #: 8427

File #: 0900-04-02

CONTACT: Nick Graves 916-746-1300 ngraves@roseville.ca.us

6.4. Janitorial Products (RFQ 01-3033) - Purchase Orders Renewal

Memo from Buyer Joanna Oukrop and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-144 APPROVING A PURCHASE ORDER RENEWAL BETWEEN THE CITY OF ROSEVILLE AND SAC VAL JANITORIAL. This item requests authorization to renew purchase orders to Sac Val Janitorial for janitorial products. Purchases are made on an as needed basis throughout the year and the items are stocked in the City's Central Stores warehouse. The estimated annual cost is \$47,000.00 or not to exceed budgeted amounts. Funding is included in the Central Stores' FY2016-17 inventory replacement account and FY2017-18 inventory replacement account pending Council approval of budgets. End-using departments are ultimately charged when the products are purchased from Central Stores. This is the second of four optional renewal years. Staff requests authorization to renew the bid contract without further Council approval.

CC #: 8429

File #: 0203-04

CONTACT: Joanna Oukrop 916-774-5745 joukrop@roseville.ca.us

6.5. Copy and Print Services - Service Agreement

Memo from Buyer Joanna Oukrop and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-161 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND OFFICE DEPOT, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (\$1705068). Staff recommends Council authorize a service agreement for copy and print services to Office Depot, Inc. utilizing the National Association of State Procurement Officials (NASPO) Value Point contract number PD2454. The estimated cost from date of award through June 30, 2018 is \$85,000.00. Funding for \$12,000.00 is included in the FY2016-17 budgets of the Citywide departments that utilize the copy and print services, and funding for the remaining \$73,000.00 will be included in the FY2017-18 proposed budgets. Spending for all future renewals is contingent upon Council approval of budgets. The copy and print services are used by various departments Citywide on an as needed basis. Staff requests authorization to continue utilizing the contract without further Council approvals, or until City staff determines that continuing with the same vendor is not in the City's best interest, whichever occurs first.

CC #: 8450

File #: 0203-04

CONTACT: Joanna Oukrop 916-774-5745 joukrop@roseville.ca.us

6.6. Paving and Striping Service Agreements

Memo from Facility Manager Dan Allen and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-146 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF

ROSEVILLE AND SIERRA STRIPING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S170803A); and adopt RESOLUTION NO. 17-147 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SIERRA NATIONAL CONSTRUCTION, INC. DBA SIERRA NATIONAL ASPHALT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S170804A). Staff recommends Council authorize two service agreements - one with Sierra National Asphalt and one with Sierra Striping Inc. to provide paving and striping services and repairs on an as needed basis throughout the City. The total annual value of each agreement is \$370,000.00, not to exceed annual budgeted amounts. Funding for these agreements are included in the Building Maintenance Division, Parks General Rehab Funds FY2016-17 budgets and proposed Facility Rehab Fund and Parks General Rehab Funds FY2017-18 budgets. Staff requests authorization to continue utilizing each contract without further Council approval until the contract expires, or until City staff determines that continuing with the same vendor is not in the City's best interest.

CC #: 8431

File #: 0203-04

CONTACT: Dan Allen 916-774-5741 dallen@roseville.ca.us

6.7. Liquid Cationic Polymer (RFQ 01-3112) – Service Agreement

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-145 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND POLYDYNE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703259). Staff recommends Council authorize a service agreement with Polydyne, Inc. for Liquid Cationic Polymer for the Dry Creek Wastewater Treatment Plant. Polymer is required to dewater anaerobic sludge produced during wastewater treatment. The estimated total for the initial contract term is \$323,000.00. Funding is included in the Environmental Utilities Department's FY2016-17 budget and FY2017-18 proposed budget. Staff requests authorization to renew without further Council approval.

CC #: 8430

File #: 0203-03

CONTACT: Babette Owens 916-774-5704 bowens@roseville.ca.us

6.8. Power Plant Emissions Testing – Service Agreement

Memo from Power Generator Superintendent Matt Garner and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-148 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND MONTROSE AIR QUALITY SERVICES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703255). This item requests approval of a service agreement with Montrose Air Quality Services, LLC to perform emissions testing in accordance with power plant facility operating permits. Total cost of the

service is not to exceed \$200,000.00 over a period of five fiscal years. Funding for the total cost of the agreement is included in the Electric Operations Fund FY2016-17 budget.

CC #: 8432

File #: 0800-03

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

6.9. Power Plant Valve Test, Repair and Replacement – Services Agreements

Memo from Power Generation Superintendent Matt Garner and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-149 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND CALTROL, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703251); and adopt RESOLUTION NO. 17-150 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND CUSTOM VALVE SOLUTIONS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703250). This item requests approval of a service agreement with Caltrol Inc. and a service agreement with Custom Valve Solutions, that will both provide valve related services and parts to the City's power plants. Total cost of the Caltrol Inc. agreement is not to exceed \$250,000.00. Total cost of the Custom Valve Solutions agreement is not to exceed \$500,000.00. Funding of \$750,000.00 is included in the Electric Operations Fund budget for FY2016-17.

CC #: 8433

File #: 0800-03

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

6.10. Power Plant Water Treatment Chemicals and Services – Service Agreement

Memo from Power Generation Superintendent Matt Garner and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-151 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND SOLENIS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703254). This item requests approval of a service agreement with Solenis, LLC. for water treatment chemicals and services for Roseville Electric Utility. Total cost of the service will not exceed \$250,000.00 for a five year period. Funding for the total agreement is included in the Electric Operations Fund budget for FY2016-17.

CC #: 8434

File #: 0800-03

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

Resolutions

6.11. 2015 Regional Surface Transportation Program Arterial Resurfacing Project -

Notice of Completion

Memo from Assistant Engineer Noah Siviglia and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-156 ACCEPTING THE PUBLIC WORK KNOWN AS THE 2015 REGIONAL SURFACE TRANSPORTATION PROGRAM ARTERIAL RESURFACING PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILL. Staff requests Council accept the 2015 Regional Surface Transportation Program Arterial Resurfacing Project as complete and authorize the Public Works Director to execute the Notice of Completion. The project included the application of a microsurfacing pavement surface treatment, replacement of failed pavement sections, curb ramp reconstructions, and signal detector loop replacements at various locations throughout the City. The final construction cost was \$6,910,622.00 and was funded through the Local Transportation Fund, Gas Tax, and approximately \$6.3 million from the Regional Surface Transportation Program. No General Funds were used on this project.

CC #: 8444

File #: 0900-04-01

CONTACT: Noah Siviglia 916-746-1379 nsiviglia@roseville.ca.us

6.12. On-Call Resident Engineering and Inspection Services - Professional Services Agreements

Memo from Assistant Engineer Nick Graves and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-162 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND HANNA ENGINEERING, INC. DBA THE HANNA GROUP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-163 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND PSOMAS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-164 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND HDR CONSTRUCTION CONTROL CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of three Professional Service Agreements for on-call resident engineer and inspection services. The term of the agreements is three years with the option of two additional one-year extensions. The not-to-exceed fee for each agreement is \$1,500,000.00 over their three-year term. They will be funded through various approved Capital Improvement Project budgets. No General Funds will be used. These contract services allow existing City staff to complete more projects without hiring additional permanent City employees.

CC #: 8451

File #: 0800-04

CONTACT: Nick Graves 916-746-1305 ngraves@roseville.ca.us

6.13. Proposition 1B Grant Authorization for Transit Purposes

Memo from Financial Analyst Elizabeth Haydu and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-160 AUTHORIZING CITY MANAGER OR HIS DESIGNEE TO SUBMIT FY2016/17 PROPOSITION 1B TRANSIT SYSTEM SAFETY, SECURITY AND DISASTER RESPONSE ACCOUNT GRANT APPLICATIONS AND TO EXECUTE ALL RELATED FORMS AND AGREEMENTS. Staff requests Council authorization to apply for, and execute, all related forms and agreements for Proposition 1B Transit System Safety, Security, and Disaster Response Account grant funds totaling \$66,200.00. The grant funds will be used toward the City's 800 MHZ Radio Replacement Project.

CC #: 8449

File #: 0214

CONTACT: Elizabeth Haydu 916-746-1302 ehaydu@roseville.ca.us

6.14. Utility Billing System Administration Services - Managed Services Agreement

Memo from Information Technology Program Manager Duke Arakaki and Chief Information Officer Hong Sae recommending Council adopt RESOLUTION NO. 17-154 APPROVING A MANAGED SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND CAYENTA, A DIVISION OF N. HARRIS COMPUTER CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is a request of Council to approve an agreement for database system administration services for the Utility Billing Customer Information System (CIS) in the amount of \$64,600.00. Funding is included in the CIS Upgrade Capital Improvement Project budget.

CC #: 8437

File #: 0200

CONTACT: Duke Arakaki 916-774-5212 darakaki@roseville.ca.us

6.15. Street Closure Request - Roseville City Church Celebration - June 4, 2017

Memo from Community Relations Analyst Jamie Hazen and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-153 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND THE ROCK OF ROSEVILLE AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is a request of Council to approve the closure of South Grant Street between Vernon Street and Oak Street on Sunday, June 4, 2017 from 4:00 – 9:30 p.m. for The Rock of Roseville Church hosting the Roseville City Church Celebration event. All costs associated with this event for City services will be reimbursed by The Rock of Roseville Church.

CC #: 8436

File #: 0109-02

CONTACT: Jamie Hazen 916-774-5978 jhazen@roseville.ca.us

6.16. Avia Apartment Complex Fee Deferral

Memo from Economic Development Manager Laura Matteoli and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 17-143 APPROVING FEE DEFERRALS FOR THE AVIA APARTMENT COMPLEX. This item requests authorization to defer development impact fees for Avia Apartment Complex consisting of 300 units, as follows: 1) City Deferral to Building Permit Occupancy, of each multifamily building in the amount of \$ \$344,029.34 totaling \$5,160,440.10 for all fifteen apartment buildings; and 2) City Deferral Impact Fee Deferral to Building Permit Occupancy, of each Garage and Site permit in the amount of \$38,804.35. The fee deferrals require payment of the development impact fees prior to the issuance of a Building Permit Occupancy/Final as applicable to each permit. An interest rate of 2.25% will be charged on the monies deferred to cover the City's cost of loss of interest income on the City Fee Deferral and an administrative processing fee of \$625.00 is to be charged on the building permit.

CC #: 8427

File #: 0215-07

CONTACT: Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

This item was dropped from the agenda to be re-listed on the June 7, 2017 City Council agenda.

6.17. Sierra Vista Substation Site Dedication

Memo from Senior Power Engineer Chris Porter and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-152 ACCEPTING AN IRREVOCABLE OFFER OF DEDICATION IN FEE TITLE FOR PARCEL FD-61 IN THE SIERRA VISTA SPECIFIC PLAN. This item requests Council approval to accept the Irrevocable Offer of Dedication in Fee Title for parcel FD-61 in Sierra Vista Specific Plan in order for Roseville Electric to proceed with substation construction activities. There is no cost associated with accepting parcel FD-61.

CC #: 8435

File #: 1004-01 & 0400-04-12

CONTACT: Chris Porter 916-774-5615 cporter@roseville.ca.us

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

6.18. Audit Services - Professional Services Agreement Amendment and Budget Adjustment

Memo from Controller Jacquelyn Flickinger and Chief Financial Officer Jay Panzica recommending Council adopt RESOLUTION NO. 17-159 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND VAVRINEK, TRINE, DAY & CO., LLP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5832 OF THE COUNCIL OF THE CITY OF ROSEVILLE

AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This is a request of Council to approve financial audit services for an additional audit of the Other Post Employment Benefit Trust Fund and the necessary budget adjustment allocating \$27,000.00 for audit services from the Other Post Employment Benefit Trust Fund.

CC #: 8448

File #: 0201-02 & 0201-01

CONTACT: Jacquelyn Flickinger 916-774-5516 jflickinger@roseville.ca.us

6.19. Antelope Creek Flood Control Project - Memorandum of Understanding and Budget Adjustment

Memo from Senior Engineer Carl Walker and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-158 APPROVING A MEMORANDUM OF UNDERSTANDING FOR THE TIMING, SEQUENCING AND FUNDING OF THE ANTELOPE CREEK FLOOD CONTROL PROJECT, UPPER WEIR, BY AND AMONG THE PLACER COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, THE CITY OF ROCKLIN, THE CITY OF ROSEVILLE, THE TOWN OF LOOMIS AND THE COUNTY OF PLACER, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5831 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends approval of a Memorandum of Understanding defining a \$601,397.00 loan from the City which will be funded from the Pleasant Grove Drainage Fund and be paid back, with interest, by the district over an estimated five year period. There are sufficient resources in the Fund to cover the loan. Construction of the upper weir is the first part of the district's plan to mitigate for development within the Dry Creek Watershed, and includes the replacement of the City's existing bicycle path and culvert crossing for the Antelope Creek Bike Trail as a part of the project.

CC #: 8447

File #: 0201-01 & 0309-01

CONTACT: Carl Walker 916-746-1300 cwalker@roseville.ca.us

Ceremonial Documents

6.20. Resolution of Commendation and Appreciation to Jeffrey Druck

Jeffrey Druck be commended for his outstanding service and dedication to the City of Roseville, congratulated on his many accomplishments, and wished a long, healthy, and enjoyable retirement.

CC #: 8466

File #: 0102-10

CONTACT: Ryan Carroll 916-774-5265 rcarroll@roseville.ca.us

END OF CONSENT CALENDAR

7. PUBLIC HEARING

7.1. 2017 Program Year Annual Action Plan and Funding Recommendations for Community Development Block Grant Program

Memo from Housing Manager Danielle Foster and Economic Development Chris Robles recommending Council adopt RESOLUTION NO. 17-157 ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM 2017 ANNUAL ACTION PLAN AND THE 2017 FUNDING RECOMMENDATIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2017 APPLICATION FOR FEDERAL ASSISTANCE AND CERTIFICATIONS AND AUTHORIZING THE CITY MANAGER TO EXECUTE OPERATING AGREEMENTS ON BEHALF OF THE CITY OF ROSEVILLE. This item recommends adoption of an Annual Action Plan and corresponding funding recommendations for the 2017 Program Year of the federal Community Development Block Grant Program. The budget for this program is subject to federal allocation and relies on federal CDBG funding.

CC #: 8445

File #: 0113-02

Danielle Foster 916-774-5446 dfoster@roseville.ca.us

Mayor Rohan opened the public hearing.

Housing Manager Danielle Foster made the presentation to Council.

No public comment received.

Mayor Rohan closed the public hearing.

Motion by Tim Herman, seconded by Bonnie Gore, to adopt RESOLUTION NO. 17-157 ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM 2017 ANNUAL ACTION PLAN AND THE 2017 FUNDING RECOMMENDATIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2017 APPLICATION FOR FEDERAL ASSISTANCE AND CERTIFICATIONS AND AUTHORIZING THE CITY MANAGER TO EXECUTE OPERATING AGREEMENTS ON BEHALF OF THE CITY OF ROSEVILLE. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Gore, Herman, Rohan

7.2. Establishing the West Placer Groundwater Sustainability Agency - Memorandum of Agreement

Memo from Assistant Environmental Utilities Director Kelye McKinney and Environmental Utilities Director Richard Plecker recommending Council adopt

RESOLUTION NO. 17-155 APPROVING A MEMORANDUM OF AGREEMENT ESTABLISHING THE WEST PLACER GROUNDWATER SUSTAINABILITY AGENCY AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests public review and Council approval of a Memorandum of Agreement between the Cities of Lincoln and Roseville, the Nevada Irrigation District, Placer County Water Agency and Placer County establishing the West Placer Groundwater Sustainability Agency (WP GSA) for a portion of the North American Subbasin of the Sacramento Valley Groundwater Basin. Formation of the WP GSA is being sought pursuant to the requirements of the Sustainable Groundwater Management Act of 2014 (SGMA). The SGMA establishes a new structure for sustainably managing California's groundwater resources at a local level. The SGMA mandates that all medium and high priority groundwater basins identified in the Department of Water Resources Bulletin 118 be managed by a GSA formed by June 30, 2017. Each GSA will then develop a Groundwater Sustainability Plan (GSP) by January 30, 2022, which will include plan components to assist the GSA in achieving groundwater sustainability within 20 years of GSP adoption. The City's first year annual contribution of \$50,000, or 18.2%, under this agreement are expected to be provided from the Water Operations Fund.

CC #: 8438

File #: 0800-02

Kelye McKinney 916-774-5552 kmckinney@roseville.ca.us

Mayor Rohan opened the public hearing.

Assistant Environmental Utilities Director Kelye McKinney made the presentation to Council.

No public comment received.

Mayor Rohan closed the public hearing.

Motion by Tim Herman, seconded by Bonnie Gore, to adopt RESOLUTION NO. 17-155 APPROVING A MEMORANDUM OF AGREEMENT ESTABLISHING THE WEST PLACER GROUNDWATER SUSTAINABILITY AGENCY AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Gore, Herman, Rohan

7.3. Placer Valley Sports Complex and Tourism Marketing District - Management District Plan Amendments

Memo from Assistant City Manager Dominick Casey and City Manager Rob Jensen recommending Council adopt RESOLUTION NO. 17-165 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE DETERMINING THAT AMENDMENTS TO THE MANAGEMENT DISTRICT PLAN FOR THE PLACER VALLEY SPORTS COMPLEX AND TOURISM MARKETING

DISTRICT SHALL BE AUTHORIZED AND AMENDING THE AUTHORIZATION TO ISSUE BONDS. This is a request of Council to amend the Management District Plan in two respects: Placer Valley Tourism requests that the plan be amended to allow for the issuance of bonds for any project outlined in the Management District Plan and allow for the issuance of bonds by any public entity authorized to issue bonds under the plan, subject to the consent of the City.

CC #: 8452

File #: 0110-01

Dominick Casey 916-774-5288 dcasey@roseville.ca.us

Mayor Rohan opened the public hearing.

Assistant City Manager Dominick Casey made the presentation to Council.

Assistant City Manager Dominick Casey announced a public meeting will be held on May 31, 2017 at 7:00 p.m. at Johnson Hall for the public to attend to discuss the restoration plan for the Placer County Fairgrounds.

David Attaway, Placer Valley Tourism CEO - spoke in support.

Mayor Rohan closed the public hearing.

Motion by Tim Herman, seconded by John Allard, to adopt RESOLUTION NO. 17-165 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE DETERMINING THAT AMENDMENTS TO THE PLACER VALLEY SPORTS COMPLEX AND TOURISM MARKETING DISTRICT SHALL BE AUTHORIZED AND AMENDING THE AUTHORIZATION TO ISSUE BONDS. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Gore, Herman, Rohan

7.4. Proposed Water, Wastewater and Solid Waste Utility Rate Increases for Fiscal Years 2018 and 2019

Memo from Business Services Analyst Terri Shirhall and Environmental Utilities Director Richard Plecker recommending Council introduce for reading ORINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 9.12.100 OF CHAPTER 9.12 OF TITLE 9, AMENDING SECTIONS 14.08.090, 14.08.095 AND 14.08.100 OF CHAPTER 14.08, AND AMENDING SECTIONS 14.16.200, 14.16.201 AND 14.16.230 OF CHAPTER 14.16 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PUBLIC UTILITIES; and receive public comment regarding proposed rate increases effective July 1, 2017 for water, wastewater, and solid waste rate increases, and associated amendments to the Roseville Municipal Code. The proposed rate adjustments would result in increased revenue necessary to maintain current utility levels of service.

CC #: 8446

File #: 0800-02

Terri Shirhall 916-774-5536 tshirhall@roseville.ca.us

Mayor Rohan opened the public hearing.

Environmental Utilities Director Richard Plecker made the presentation to Council. .

Business Services Analyst Terri Shirhall continued the presentation to Council.

Mayor Rohan announced thirteen letters were received in opposition and would be entered into the record.

No public comment received.

Mayor Rohan closed the public hearing.

Motion by Tim Herman, seconded by Susan Rohan, to introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 9.12.100 OF CHAPTER 9.12 OF TITLE 9, AMENDING SECTIONS 14.08.090, 14.08.095 AND 14.08.100 OF CHAPTER 14.08, AND AMENDING SECTIONS 14.16.200, 14.16.201 AND 14.16.230 OF CHAPTER 14.16 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PUBLIC UTILITIES.. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Gore, Herman, Rohan

8. COUNCIL / STAFF / REPORTS/ COMMENTS

Placer County Economic Development Plan - Councilmember Herman spoke on progress and implementation.

Placer County Stand Down - Councilmember Herman announced Veteran's event will be held on May 24, 2017 at the Placer County Fairgrounds offering dental, medical and other services.

Washington D.C. Cap-to-Cap Trip - Councilmember Alvord reported.

Downtown Tuesday Nights - Councilmember Alvord spoke on attendance and success of the event.

Big Berry Festival - Councilmember Alvord announced event celebrating the Harvest of the Strawberry on Mother's Day weekend at the Placer County Fairgrounds.

43rd Annual Capitol Frog Jump - Councilmember Alvord spoke on event held on Wednesday, May 10, 2017 in Sacramento, California

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9. ADJOURNMENT

Motion by Bonnie Gore, seconded by John Allard, to adjourn the meeting at 8:00 p.m.. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Gore, Herman, Rohan



MINUTES
May 17, 2017

**CITY COUNCIL MEETING
FINANCE AUTHORITY
NATURAL GAS FINANCING AUTHORITY
7:00 p.m.
City Council Chambers
311 Vernon Street
Roseville, California**

1. CALL TO ORDER

Vice Mayor Bonnie Gore called the City Council/Finance Authority/Natural Gas Financing Authority meeting to order at 7:00 p.m.

2. ROLL CALL

Present: Gore, Alvord, Herman

Absent: Rohan, Allard

Vice Mayor: Bonnie Gore
Councilmember: Scott Alvord
Councilmember: Tim Herman
Councilmember: John Allard
Mayor: Susan Rohan

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Herman.

4. MEETING PROCEDURES

City Clerk Sonia Orozco announced the procedures for addressing Council.

5. PRESENTATIONS

5.1. Resolution of Commendation and Appreciation to Doug Wagemann

Doug Wagemann be commended for his outstanding service and dedication to the City of Roseville, congratulated on his many accomplishments, and thanked for his DRP leadership.

CONTACT: Ryan Carroll 916-774-5265 rcarroll@roseville.ca.us

Vice Mayor Gore made the presentation to Doug Wagemann, who responded.

5.2. Proclamation - National Public Works Week

Proclaim the week of May 21st as National Public Works Week and create awareness that public works services provided in communities are an integral part of citizens' everyday lives.

CONTACT: Ryan Carroll 916-774-5265 rcarroll@roseville.ca.us

Vice Mayor Gore made the presentation to Principal Engineer Jason Shykowski and Street Superintendent Jerry Dankbar, who responded.

5.3. Resolution of Commendation and Appreciation to Nayan Pradhan

Nayan Pradhan be commended and congratulated for being the recipient of the City of Roseville Sylvia Besana Community Volunteer Award.

CONTACT: Ryan Carroll 916-774-5265 rcarroll@roseville.ca.us

Vice Mayor Gore made the presentation to Nayan Pradhan, who responded.

6. PUBLIC COMMENTS

No public comment received.

7. CONSENT CALENDAR

Motion by Tim Herman, seconded by Scott Alvord, to approve the Consent Calendar as recommended. The Motion Passed.

Roll call vote: Ayes: Alvord, Gore, Herman

Absent: Allard, Rohan

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

7.1. Elevator Maintenance and Repair - Service Agreement

Memo from Facility Manager Dan Allen and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-177 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND ELEVATOR INDUSTRIES, INC., AND AUTHORIZING THE CITY

MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S170539A). Staff recommends Council approve this service agreement to perform scheduled maintenance and repairs on an as-needed basis on elevators and wheel chair lifts throughout the City. This is a five-year agreement with four optional one-year renewals. Staff requests authorization to continue utilizing this agreement without further Council approval until the contract expires, or until City staff determines that continuing with the same vendor is not in the City's best interest including authorization for the City Manager to sign optional renewal agreements pending Council approval of budgets for that year. Total annual value of this agreement is not to exceed \$60,000.00. Funding for FY2016-17 is included in the Building Maintenance Division operational budget.

CC #: 8473

File #: 0203-04

CONTACT: Dan Allen 916-774-5741 dallen@roseville.ca.us

7.2. High Calcium Quicklime (RFQ 01-3024) - Service Agreement Renewal

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-178 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN CITY OF ROSEVILLE AND LHOIST NORTH AMERICA, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1803208). Staff recommends Council authorize a service agreement renewal with Lhoist North America, for high calcium quicklime for the City's Water Treatment Plant. This chemical is required to adjust the final effluent of PH and prevent corrosion in the distribution system. The estimated annual cost of the agreement is \$75,000.00, not to exceed budgeted amount. Funding is included in the Environmental Utilities Department's FY2017-18 budget, pending Council approval. Staff requests authorization to renew without further Council approval.

CC #: 8474

File #: 0203-03

CONTACT: Babette Owens 916-774-5704 bowens@roseville.ca.us

7.3. Revenue Meter Testing Equipment – Sole Source Service Agreement

Memo from Electric Operations Manager Jason Grace and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-176 APPROVING A SOLE SOURCE SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND MCAVOY & MARKHAM ENGINEERING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703265). This item requests approval of a sole source service agreement with McAvoy and Markham Engineering and Sales in order to provide revenue meter testing equipment for Roseville Electric Utility. The total cost of the agreement will not exceed \$125,000.00. Funding is available in the Electric Operations Fund FY2016-17 budget.

CC #: 8471

File #: 0203-07

CONTACT: Jason Grace 916-774-5643 jgrace@roseville.ca.us

7.4. HVAC Services – Service Agreement Amendment and Renewal

Memo from Facility Manager Dan Allen and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-179 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN THE CITY OF ROSEVILLE AND MESA ENERGY SYSTEMS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S180517A); and adopt RESOLUTION NO. 17-180 APPROVING SERVICE AGREEMENT AMENDMENT NO. 1 BETWEEN THE CITY OF ROSEVILLE AND MESA ENERGY SYSTEMS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S170517A). Staff recommends Council approve amendment 1 to service agreement S170517A with Mesa Energy Systems, Inc. for heating, ventilation, and air conditioning (HVAC) services increasing the total cost of service from \$275,000.00 to \$425,000.00. Additionally, approve the final renewal option for agreement S180517A for FY2017-18 valued at \$400,000.00. The service agreement amendment increases the current agreement by \$150,000.00 and funding for the amendment is included in the Building Maintenance, Electric Power Plant, Adventure Clubs, Golf Course, Pleasant Grove WWTP, and Dry Creek WWTP Departments' FY2016-17 budgets. The total value of the renewal agreement is \$400,000.00 and funding for the renewal agreement is included in the Building Maintenance, Electric Power Plant, Adventure Clubs, Golf Course, Pleasant Grove WWTP, and Dry Creek WWTP Departments' FY2017-18 proposed budgets with spending contingent upon Council approval of budgets for next year.

CC #: 8475

File #: 0203-04

CONTACT: Dan Allen 916-774-5741 dallen@roseville.ca.us

Resolutions

7.5. Emerson Place Parcel "F" Sewer Lift Station Grant Deed

Memo from Wastewater Collection Superintendent Chris Bracco and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-171 ACCEPTING THE GRANT DEED TO EMERSON PLACE PARCEL F, SEWER LIFT STATION. Staff recommends Council accept the transfer of real property parcel number 468-220-036-000 (also known as Emerson Place parcel "F", Sewer Lift Station) from Emerson Place Home Owners Association to the City of Roseville. The property has a sewer lift station on it that is owned and has been operated by the City for years, but the property transfer was never completed. There is no cost associated with the property ownership transfer.

CC #: 8463

File #: 0800-02

CONTACT: Chris Bracco 916-746-1892 cbracco@roseville.ca.us

7.6. Benchmark Conversion to NAVD 88 - Professional Services Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-166 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND SURVEYORS GROUP, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is an agreement to update the City's benchmark system of approximately 130 monuments throughout the City. The agreement with Surveyors Group, Inc., has a not to exceed contract amount of \$60,000.00. The Development Services budget for FY2016-17 has \$30,000.00 of the \$60,000.00 cost, the additional \$30,000.00 is included in the Development Services budget for FY2017-18 and will be allocated pending approval by the City Council.

CC #: 8454

File #: 0800-06

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

7.7. Community Development Block Grant Program and Owner-Occupied Rehabilitation Program Consultant - Service Agreement

Memo from Housing Manager Danielle Foster and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 17-170 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ZOOMGRANTS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests Council approve an agreement with ZoomGrants, using Community Development Block Grant (CDBG) administrative set-aside grant funding, for the purpose of staffing the City's local CDBG program and Owner-Occupied Rehabilitation Program. The budget for this project will set aside up to \$75,000.00 in federal CDBG and HOME grant funding for this service agreement, which will begin as a six-month agreement with a six-month renewal for a total of a one year agreement.

CC #: 8479

File #: 0113-02

CONTACT: Danielle Foster 916-774-5446 dfoster@roseville.ca.us

7.8. On-Call Material Testing - Professional Services Agreements

Memo from Associate Engineer Luz "Nina" Buelna and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-173 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BLACKBURN CONSULTING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-174 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND TWINING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-175

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND HOLDREGE & KULL, CONSULTING ENGINEERS AND GEOLOGISTS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests that Council approve three Professional Service Agreements for on-call material testing services with Twining Inc., Blackburn Consulting, and Holdrege & Kull Consulting Engineers. The term of the agreements is three years with the option of two additional one year extensions. The not-to-exceed fee for each agreement is \$900,000.00 over their three year term. They will be funded through various Council approved Capital Improvement Project budgets. No General Funds will be used. These contract services are needed to test materials used on Capital Improvement Projects to ensure that they comply with City of Roseville Quality Assurance Testing Program.

CC #: 8468

File #: 0800-06

CONTACT: Luz "Nina" Buelna 916-746-1375 nbuelna@roseville.ca.us

7.9. Roller Compacted Concrete Pilot Project - Professional Design Services Agreement Amendment

Memo from Assistant Engineer Noah Siviglia and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-169 APPROVING A FIRST AMENDMENT TO PROFESSIONAL DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND BENNETT ENGINEERING SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is an amendment to the professional design services agreement with Bennett Engineering Services, Inc. to provide additional material testing services related to the Roller Compacted Concrete (RCC) Pilot Project. RCC is a new type of cost effective concrete paving that has the potential to reduce the City's road maintenance costs. The cost of the additional services is \$40,432.00, bringing the total contract amount to \$668,543.00. This project is funded in part from the Highway Users Tax, Traffic Mitigation Fund, and the Local Transportation Fund. The requested amount is already in the project's budget so no budget adjustment is necessary. No General Funds are being used for this project.

CC #: 8459

File #: 0900-04-01

CONTACT: Noah Siviglia 916-746-1379 nsiviglia@roseville.ca.us

7.10. Louis Orlando Transfer Point - Grant Agreement Amendment

Memo from Financial Analyst Elizabeth Haydu and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-168 AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 1 TO THE CLEAN AIR GRANT AGREEMENT WITH THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests authorization to amend an agreement between the City and Placer County Air Pollution Control District for

use of Clean Air Grant Program funding for the Louis Orlando Transfer Point Project, extending the agreement to April 30, 2018. This grant will provide \$117,000.00 in local funds for the Louis Orlando Transfer Point Project. This amendment will not otherwise modify the grant. General fund monies will not be used for this project.

CC #: 8458

File #: 0214

CONTACT: Elizabeth Haydu 916-746-1302 ehaydu@roseville.ca.us

7.11.8250 Sierra College Boulevard - Summary Vacation Utility Easement Abandonment

Memo from Associate Planner Lauren Hocker and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-167 ORDERING SUMMARY VACATION OF A PUBLIC UTILITY EASEMENT AT 8250 SIERRA COLLEGE BOULEVARD. This item requests approval to abandon one public utility easement located on commercial property at 8250 Sierra College Boulevard. No utilities have been located in the easement for the past five years, and a building is planned on the property. The property owner is now requesting abandonment of the easement. This request does not have an impact to the General Fund.

CC #: 8457

File # 1001-02

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

7.12.2017/2018 Landscape and Lighting Districts Assessments – Intent to Levy

Memo from Financial Analyst Vanessa Lieberman and Chief Financial Officer Jay Panzica requesting the City Council adopt RESOLUTION NO. 17-181 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS FOR THE HISTORIC DISTRICT LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2017/2018, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE; and adopt RESOLUTION NO. 17-182 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, DECLARING ITS INTENTION TO LEVY ANNUAL ASSESSMENTS FOR THE HISTORIC DISTRICT LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-183 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT FOR THE HISTORIC DISTRICT LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018; RESOLUTION NO. 17-184 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS FOR THE INFILL AREA LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2017/2018, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE; and adopt RESOLUTION NO. 17-185 OF THE CITY COUNCIL OF THE CITY OF

ROSEVILLE, CALIFORNIA, DECLARING ITS INTENTION TO LEVY ANNUAL ASSESSMENTS FOR THE INFILL AREA LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-186 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT FOR THE INFILL AREA LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-187 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA INITIATING PROCEEDINGS FOR THE ENGINEER'S LEVY OF ASSESSMENTS FOR THE JOHNSON RANCH LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE; and adopt RESOLUTION NO. 17-188 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, DECLARING ITS INTENTION TO LEVY ANNUAL ASSESSMENTS FOR THE JOHNSON RANCH LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-189 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, FOR PRELIMINARY APPROVAL OF THE ANNUAL LEVY REPORT FOR THE JOHNSON RANCH LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-190 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA INITIATING PROCEEDINGS FOR THE ENGINEER'S ANNUAL LEVY OF ASSESSMENTS FOR THE NORTH CENTRAL ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE; and adopt RESOLUTION NO. 17-191 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, DECLARING ITS INTENTION TO LEVY ANNUAL ASSESSMENTS FOR THE NORTH CENTRAL ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-192 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT FOR THE NORTH CENTRAL ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-193 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS FOR THE NORTHWEST ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE; and adopt RESOLUTION NO. 17-194 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, DECLARING ITS INTENTION TO LEVY ANNUAL ASSESSMENTS FOR THE NORTHWEST ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-195 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, FOR PRELIMINARY APPROVAL OF THE ENGINEER'S LEVY REPORT FOR THE NORTHWEST ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018; and adopt RESOLUTION

NO. 17-196 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS FOR THE FOR THE OLYMPUS POINTE LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE; and adopt RESOLUTION NO. 17-197 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, DECLARING ITS INTENTION TO LEVY ANNUAL ASSESSMENTS FOR THE OLYMPUS POINTE LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-198 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT FOR THE OLYMPUS POINTE LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-199 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS FOR RIVERSIDE AVENUE LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2017/2018, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE; and adopt RESOLUTION NO. 17-200 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, DECLARING ITS INTENTION TO LEVY ANNUAL ASSESSMENTS FOR THE RIVERSIDE AVENUE LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-201 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT FOR THE RIVERSIDE AVENUE LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-202 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS FOR THE VERNON STREET LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2017/2018, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE; and adopt RESOLUTION NO. 17-203 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, DECLARING ITS INTENTION TO LEVY ANNUAL ASSESSMENTS FOR THE VERNON STREET LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-204 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT FOR THE VERNON STREET LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018. Roseville currently has eight active Landscape and Lighting Districts (LLD). These districts were formed within the City to levy and collect assessments for maintenance of public improvements. All charges are needed to fully fund landscape services in each LLD.

CC #: 8476

File #: 0206-08-01

CONTACT: Vanessa Lieberman 916-774-5189 vlieberman@roseville.ca.us

7.13. Roseville Finance Authority - FY2017-18 Budget

Memo from Administrative Analyst Jeannine Thrash and Chief Financial Officer Jay Panzica recommending Council adopt ROSEVILLE FINANCE AUTHORITY RESOLUTION NO. 1-17 ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2017-18. The debt service payment of \$10,695,602 reflects the Certificates of Participation (COPs) for the Corporation Yard and 316 Vernon Street along with the Mark Roos refunding of Community Facility Districts (CFDs). The Authority controls other COPs, but that debt service is reflected within each respective Enterprise Fund. For CFD issues, the Authority acts as a conduit to collect payments for the refunding of two or more special districts. The budget document provides a financial summary of the Roseville Finance Authority Fund. There is no fiscal impact to report.

CC #: 8461

File #: 0103-29-02

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Jay Panzica 916-774-5320 jpanzica@roseville.ca.us

7.14. Roseville Natural Gas Financing Authority - FY2017-18 Budget

Memo from Administrative Analyst Jeannine Thrash and Chief Financial Officer Jay Panzica recommending Council adopt ROSEVILLE NATURAL GAS FINANCE AUTHORITY OF THE CITY OF ROSEVILLE RESOLUTION NO. 1-17 ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR FY2017-18. The debt service and administrative expenses of \$16,795,400 reflect the Gas Revenue Bonds for delivery of natural gas used for the Roseville Energy Park. The budget document provides a financial summary of the Roseville Natural Gas Financing Authority Fund. No fiscal impact to report.

CC #: 8462

File #: 0103-17

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Jay Panzica 916-774-5320 jpanzica@roseville.ca.us

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

7.15. Building Plan Check Services - Budget Adjustment

Memo from Administrative Analyst Brandy LeBeau and Development Services Director Kevin Payne recommending Council adopt ORDINANCE NO. 5834 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Development Services Department, Building Division, recommends City Council approve a budget adjustment of \$200,000.00 for contract services costs required for the processing third party plan check services. Funding for this budget adjustment will be provided through pass through funding by building permit issuance. This item will not have an impact on the General Fund.

CC #: 5834

File #: 0800-06 & 0201-01

CONTACT: Brandy LeBeau 916-774-5278 blebeau@roseville.ca.us

7.16. Roseville Energy Park Controls Upgrade Capital Improvement Project – Budget Adjustment

Memo from Electric Business Analyst Emily Isaacs and Electric Utility Director Michelle Bertolino recommending Council adopt ORDINANCE NO. 5833 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests approval of a budget adjustment for the Roseville Energy Park Controls Upgrade capital improvement project, to cover an increase in the cost to replace the turbine control system. Total cost of the adjustment is \$250,000.00. Funding is available in the Electric Construction Fund.

CC #: 8472

File #: 0800-03 & 0201-01

CONTACT: Emily Isaacs 916-746-1608 eisaacs@roseville.ca.us

Reports / Requests

7.17. Blue Oaks Commerce Center II Parcel Map

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council approve the Blue Oaks Commerce Center II parcel map. Engineering staff has completed its review of the parcel map and found it to be in compliance with the approved tentative map. This map will be creating one commercial parcel. The actions requested have no fiscal impact to the City's General Fund.

CC #: 0400-07

File #: 8455

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

7.18. Roseville Housing Authority - Out of State Travel Request

Memo from Administrative Analyst Melissa Hagan and Economic Development Director Chris Robles with a request for out-of-state travel for one Housing Analyst of the Housing Division of the Economic Development Department to attend a 3-day training for the federally-funded Housing Choice Voucher program. This Nan McKay training is being held in Seattle and the estimated cost of \$2,022.00 will cover the registration, airfare, hotel and per diem. This cost was approved in the Housing Authority's FY2016-17 budget.

CC #: 8456

File #: 0600-02

CONTACT: Melissa Hagan 916-774-5476 mhagan@roseville.ca.us

Ceremonial Documents

7.19. Resolution of Commendation and Appreciation to Mwah Polson

Mwah Polson be commended for his outstanding service and dedication to the City of Roseville, congratulated on his many accomplishments, and wished a long, healthy, and enjoyable retirement.

CC #: 8469

File #: 0102-10

CONTACT: Ryan Carroll 916-774-5265 rcarroll@roseville.ca.us

END OF CONSENT CALENDAR

8. RESOLUTIONS

8.1. Enterprise Resources Planning System Software and Implementation Services-Contract Approval

Memo from Project Manager Nafees Coleman and Chief Financial Officer Jay Panzica recommending Council adopt RESOLUTION NO. 17-205 APPROVING A SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CHERRYROAD TECHNOLOGIES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is a request for authorization to enter into a services agreement for software and consulting services with CherryRoad Technologies, Inc. CherryRoad will be providing access to Oracle applications and consulting services in the implementation and support for the replacement of the City's Financial, Human Resources, Payroll, Budgeting and Procurement system. Total estimated cost for this contract is \$5,880,955.00. This amount includes \$2,586,755.00 for the funding of five years of software licenses and \$3,294,200.00 for consulting services and travel expenses. Funding for this project will come from a variety of funds and is included in the FY2016-17 Capital Improvement Project (CIP) budget, Enterprise Resource Planning Replacement CIP.

CC #: 8480

File #: 0800-05

CONTACT: Nafees Coleman 916-774-5163 ncoleman@roseville.ca.us

Chief Financial Officer Jay Panzica made the presentation to Council.

Project Manager Nafees Coleman continued the presentation to Council.

Ray Raby - Questioned the quantifiable return on investment.

Justin LaBlanc - Spoke in support of technology and requested information on transferability of duties to implement system.

Project Manager Nafees Coleman responded to questions from Mr. Raby and Mr. LeBlanc.

Motion by Tim Herman, seconded by Scott Alvord, to adopt RESOLUTION NO. 17-205 APPROVING A SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CHERRYROAD TECHNOLOGIES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Motion Passed.

Roll call vote: Ayes: Alvord, Gore, Herman

Absent: Allard, Rohan

9. SPECIAL REQUESTS/REPORTS/PRESENTATION

9.1. Electric Department Update

Memo from Electric Utility Director Michelle Bertolino with an informational update of the Electric Department. No action is required.

CC #: 8422

File #: 0102-11

CONTACT: Michelle Bertolino 916-774-5603 mbertolino@roseville.ca.us

Electric Utilities Director Michelle Bertolino made the presentation to Council.

For information only. No action required.

9.2. Public Works 2017 Capital Improvement Projects

Memo from Principal Engineer Jason Shykowski and Public Works Director Rhon Herndon recommending Council accept this informational item. The intent of this item is to provide Council with the latest information regarding Public Works plans for Capital Improvement Projects construction during this construction season.

CC #: 8393

File #: 0800-04

CONTACT: Jason Shykowski 916-746-1300 jshykowski@roseville.ca.us

Item dropped from the agenda to be relisted at a later date.

9.3. Request for Council Discretionary Funds

Memo from Management Assistant Amy Ruiz and City Clerk Sonia Orozco with a request for Council Discretionary Funds from Adelante High School, Oakmont High School, Independence High School, Granite Bay High School, and Woodcreek High School for Safe and Sober Grad Night sponsorship.

CC #: 8478

File #: 0102

CONTACT: Amy Ruiz 916-746-1362 aruiz@roseville.ca.us

Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

City Clerk Sonia Orozco made the presentation to Council.

The following individuals spoke in support of funding:

Monique Oxford - Oakmont High School

Sharon Coleman - Granite Bay High School

Patti Ortiz - Woodcreek High School

Sybil Healy - Adelante High School

Motion by Tim Herman, seconded by Scott Alvord, to approve the award of \$500.00 of Council Discretionary Funds to each of the following schools for Safe and Sober Grad Night sponsorship: Adelante High School, Oakmont High School, Independence High School, Granite Bay High School, and Woodcreek High School. The Motion Passed.

Roll call vote: Ayes: Alvord, Gore, Herman

Absent: Allard, Rohan

9.4. Update on Sales Tax

Council will receive a presentation from MuniServices, the City's outside tax consultant, on the current status as well as a forecast of future sales tax revenue.

CC #: 8481

File #: 0210

CONTACT: Jay Panzica 916-774-5320 jpanzica@roseville.ca.us

Chief Financial Officer Jay Panzica made the presentation to Council.

Doug Jensen, Senior Vice President of Muni Financial Services continued the presentation to Council.

No public comment received.

For information only. No action required.

10. **PUBLIC HEARING**

10.1. Municipal Code Amendment - Massage Services

Memo from Police Department Public Information Officer Dee Dee Gunther and Police Chief Daniel Hahn recommending Council adopt RESOLUTION NO. 17-172 ADOPTING MESSAGE PERMIT APPLICATION AND RENEWAL FEES AND INCORPORATING THE FEES INTO THE SCHEDULE OF USER AND REGULATORY FEES; and introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING CHAPTER 9.10 OF TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING MESSAGE SERVICES. Staff asks City Council to approve for first reading an Ordinance amending Chapter 9.10 of Title 9 of the Municipal Code regarding massage

services. The amended ordinance brings the Municipal Code into alignment with recent changes in state law regarding massage services. Additionally, staff requests approval of a resolution establishing an application fee in the amount of \$28.00 for a massage business permit and a renewal fee in the amount of \$25.00 to renew a massage business permit and incorporating these fees into the City's current Schedule of User and Regulatory Fees.

CC #: 8467

File #: 0300

CONTACT: Dee Dee Gunther 916-774-5015 ddgunther@roseville.ca.us

Vice Mayor Gore opened the public hearing.

Police Chief Daniel Hahn made the presentation to Council.

Assistant Police Chief Jim Maccoun continued the presentation to Council.

Police Sergeant David Buelow continued the presentation to Council.

Deputy City Attorney Mike Christensen continued the presentation and responded to questions.

Shawn Monsen, Zen Spa - spoke in opposition to requirement that business owner or manager coverage be provided while spa is open and suggested the ordinance read "owner, manager or designee be present". Also spoke on liability of therapists when complaints are made by patrons.

BJ Pitts, CMT - spoke regarding background checks on sole proprietors.

Lauren McLachlin, Misty Isle Massage - spoke on increasing time limit on moratorium from one year to three years, inquired on number of arrests regarding questionable establishments and spoke on concerns regarding sole proprietors or sole provider.

Lisa Townsend, Massage Envy - spoke in support of the ordinance and thanked the Police Department.

Larry Reese, spoke respective to being a business owner and sole proprietor.

Jenny Davidson, Stand Up Placer - spoke in favor of ordinance and on human trafficking statistics and thanked VNET for their support.

Justin LaBlanc - spoke on individuals freedom on choice and that the ordinance provide a chain of accountability.

Vice Mayor Gore closed the public hearing.

Motion by Tim Herman, seconded by Scott Alvord, to adopt RESOLUTION NO. 17-172 ADOPTING MASSAGE PERMIT APPLICATION AND RENEWAL

FEES AND INCORPORATING THE FEES INTO THE SCHEDULE OF USER AND REGULATORY FEES; and introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING CHAPTER 9.10 OF TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING MASSAGE SERVICES. The Motion Passed.

Roll call vote: Ayes: Alvord, Gore, Herman

Absent: Allard, Rohan

11. COUNCIL / STAFF / REPORTS/ COMMENTS

Budget Update - Chief Financial Officer Jay Panzica made the presentation to Council and announced budget has been delivered to the councilmembers.

Veterans Stand Down Event - Councilmember Herman announced event for Veteran's at Placer County Fairgrounds May 23-25th at the Placer County Fairgrounds.

Roseville #1 in California to Raise a Family - Councilmember Alvord announced recent release of information.

Passing of Martha Riley - Vice Mayor Gore offered condolences and highlighted Martha's many accomplishments of serving the Roseville community.

12. ADJOURNMENT

Motion by Tim Herman, seconded by Scott Alvord, to adjourn the meeting at 9:28 p.m. The Motion Passed.

Roll call vote: Ayes: Alvord, Gore, Herman

Bonnie Gore, Vice Mayor

Sonia Orozco, CMC
City Clerk



COUNCIL COMMUNICATION

CC #: 8513

File #: 0721

Title: Sierra Gardens Transfer Point Project - Approval of Plans and Specifications and Authorization to Call for Bids

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

Meeting Date: 6/7/2017

Item #: 6.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the plans and specifications for the Sierra Gardens Transfer Point Project and authorize staff to call for bids.

BACKGROUND

The Sierra Gardens Transfer Point is located on the south side of Sierra Gardens Drive, between North Sunrise Avenue and Santa Clara Drive, and on the north side of Sierra Gardens Drive opposite Santa Clara Drive (see attached map.) Patrons can connect to seven local bus routes that serve eastern Roseville via the transfer stop.

The Sierra Gardens Transfer Point Project will provide transit riders with a more convenient and comfortable fixed-route service and improve pedestrian and bicycle access. Proposed improvements include passenger shelters and benches, bicycle facilities, and passenger boarding areas with improved ADA access. The project also involves roadway improvements including street rehabilitation, sidewalk replacements, curb ramp upgrades, crosswalk improvements, and concrete bus turnouts.

We anticipate construction to begin in August of 2017, with completion by January of 2017.

Construction plans and specifications for the project have been completed and are available at the City Clerk's Office for Council's review.

Public Outreach

Public Works Staff will be working with the Public Works Marketing & Communications Analyst to develop a public outreach campaign to keep the community informed of the project's progress and traffic impacts during the construction phase of the project. This includes disseminating project information on the City's web page, traffic alerts and social media.

FISCAL IMPACT

The engineer's estimate for this project is \$1,715,000. The project is funded with \$342,151 of Roadway funds and \$1,372,849 of Transportation Development Act Funds. No General Funds will be used for this project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000 in direct government spending. Based on that figure, this project will create 18.6 jobs.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Council approval of the Plans and Specifications of the Sierra Gardens Transfer Point Project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Cathy Gosalvez, Assistant Engineer

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

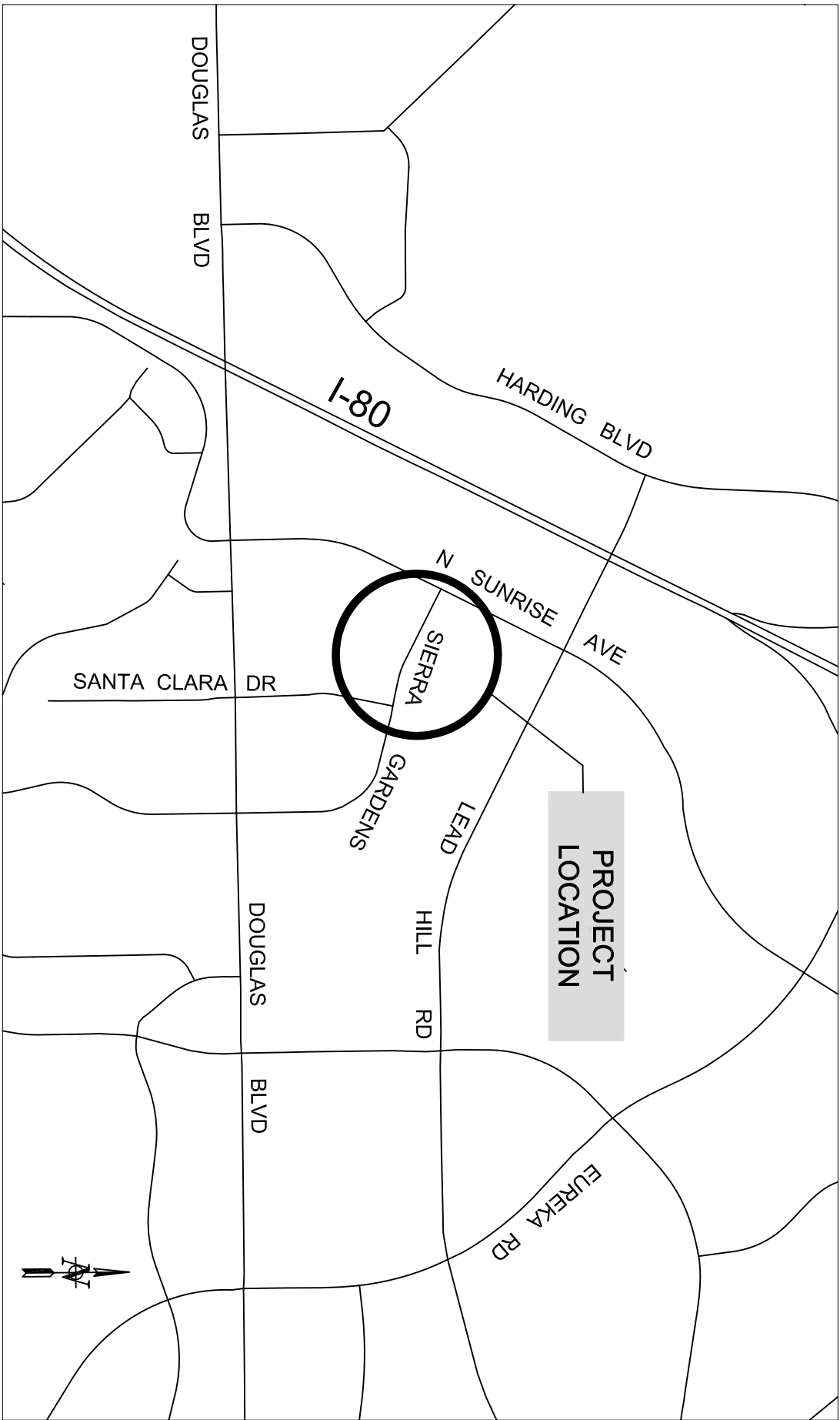
ATTACHMENTS:

Description

Sierra Gardens Transfer Point Location Map

Sierra Gardens Transfer Point Project Manual

EXHIBIT A



DEPARTMENT OF PUBLIC WORKS

ENGINEERING

TITLE:

SIERRA GARDENS
TRANSFER POINT PROJECT

DESIGNED: C.GOSALVEZ

DATE: 08/12/2015

DRAWN: C.GOSALVEZ

SCALE: NOT TO SCALE

CHECKED:

FILE NO.

Sierra Gardens Transfer Point Project

Public Works - Engineering





COUNCIL COMMUNICATION

CC #: 8517
File #: 0900-02

Title: West Side Tank and Pump Station Project Phase 1 - Approval of Plans and Specifications and Authorization to Call for Bids
Contact: George Hanson 916-746-1764 ghanson@roseville.ca.us

Meeting Date: 6/7/2017
Item #: 6.3.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council approve the West Side Tank and Pump Station Phase 1 Grading Plans and Specifications and authorize staff to solicit bids for the project.

BACKGROUND

Projected growth in the western portion of the City requires additional water storage and distribution facilities be constructed to support increased water demand. The five acre West Side Tank and Pump Station site is located adjacent to the Pleasant Grove Wastewater Treatment Plant and is identified in the West Roseville Specific Plan as the location for water storage reservoirs and associated pumping facilities.

In 2005, the City initiated a capital improvement project to construct these facilities. A Preliminary Design Report (PDR) was completed in 2007 and construction documents were completed in 2008. Prior to bidding the project Environmental Utilities (EU) made a decision to put the project on hold due to the slowdown in residential and commercial growth.

With current growth patterns ramping up, EU has resumed work on the project. The City retained West Yost Associates in August 2015 to conduct a review and update of the PDR. The update includes changes due to new codes, recommendations on project phasing and options for moving the project into construction as soon as reasonably possible.

The Project will be developed in two phases.

Phase 1 (which is the focus of this Staff Report) includes site grading improvements. The design and construction of Phase 2, which will immediately follow Phase 1, will require separate City Council action at a later date.

Based on review of the geotechnical investigation EU is moving forward to address some soil quality concerns that were identified. The report revealed that soils (fat clays) that are unsuitable for construction of facilities such as buildings, storage tanks, and paving, were predominant at the

site. Removal of these soils is therefore required prior to Phase 2 construction. The Phase 1 scope includes:

1. Excavation to remove unsuitable soils from the site;
2. Hauling of excavated soil off-site.
3. Grading to ensure interim and long-term positive site drainage.

A copy of the plans and specifications for conducting the Phase 1 work are available at the City Clerk's office for review.

FISCAL IMPACT

This project is estimated to cost \$200,000 and would be paid from the existing Project budget which is funded by capacity fees provided by development. The existing Project total budget is \$14,496,322

ECONOMIC DEVELOPMENT / JOBS CREATED

Approval for acceptance of bids from contractors is not expected to create new jobs.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Council approval of the Phase 1 grading plans and bid authorization does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

George Hanson, Senior Engineer

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

West Side Tank and Pump Station Phase 1 Bid Plans

West Side Tank and Pump Station Phase I Bid Specifications

N:\Clients\415 City of Roseville\14-15-21 (West Side Tank & PS)\CAD\Production\Interim Grading\41514-1521-G01-G02.dwg 4/28/2017 2:25 PM dpezzi



WEST SIDE TANK AND PUMP STATION PROJECT PHASE 1 GRADING PLAN

APRIL 2017



VICINITY MAP



QA/QC REVIEW: *Jeff Wanlass*
DATE: 4/28/17

THIS LINE IS 1 INCH
AT FULL SCALE
IF NOT SCALE ACCORDINGLY

SCALE : NONE
DRAWN BY : DAP
DESIGNED BY : DAP
PROJ. MGR. : JW

No.	ZONE	REVISIONS	BY	DATE

WEST YOST

ASSOCIATES

2020 Research Park Drive
Suite 100
Davis, California 95618
(530) 756-5905
FAX (530) 756-5991



**WEST SIDE TANK AND PUMP STATION
PHASE 1 GRADING PLAN**

TITLE SHEET

JOB NUMBER 415-14-15-21
DRAWING NUMBER G01
SHEET NUMBER 1 OF 4
REVISION

N:\Clients\415 City of Roseville\14-15-21 (West Side Tank & PS)\CAD\Production\Interim Grading\41514-1521-G01-G02.dwg 4/28/2017 2:25 PM dpezini

GENERAL NOTES

1.
- ALL CONSTRUCTION SHALL CONFORM TO THE LATEST EDITION OF THE CITY OF ROSEVILLE STANDARD SPECIFICATIONS, DESIGN & CONSTRUCTION STANDARDS, AND THE SPECIAL PROVISIONS.
2.
- FEATURES SHOWN ON THE GRADING PLAN ARE APPROXIMATE AND HAVE NOT BEEN SURVEYED.
3.
- THE CITY OF ROSEVILLE IS A MEMBER OF THE UNDERGROUND SERVICE ALERT (USA) ONE-CALL SYSTEM. THE CONTRACTORS SHALL NOTIFY THE USA CENTER 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK BY CALLING 1-800-227-2600.
4.
- THE CONTRACTOR SHALL MARK IN WHITE PAINT ALL AREAS TO BE EXCAVATED PRIOR TO CONTACTING USA. ANY AREAS NOT MARKED WILL NOT BE SUBJECT TO USA, AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE RESULTING FROM EXCAVATION.
5.
- THE CONTRACTOR SHALL TAKE EXTREME CARE TO PROTECT EXISTING SITE AND ADJACENT IMPROVEMENTS FROM DAMAGE. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR OR REPLACE ALL CRACKS AND/OR DAMAGE MADE TO PRE-EXISTING PUBLIC IMPROVEMENTS ALONG THE FRONTAGE OF THE PROJECT SITE AND ANY DAMAGE OF PRE-EXISTING FACILITIES RESULTING FROM CONSTRUCTION, TO CURRENT CITY STANDARDS AND AT THEIR OWN EXPENSE. THE EXTENT OF THE REPAIRS SHALL BE DETERMINED BY THE DEVELOPMENT SERVICES CONSTRUCTION INSPECTOR AND SHALL BE COMPLETED PRIOR TO THE CITY'S ACCEPTANCE OF THE IMPROVEMENTS.
6.
- THE CONTRACTOR SHALL MAINTAIN ALL EXISTING WATER, SEWER AND/OR DRAINAGE FACILITIES WITHIN THE CONSTRUCTION AREA UNTIL THE PROPOSED IMPROVEMENTS ARE IN PLACE AND FUNCTIONING.
7.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MONUMENTS AND OTHER SURVEY MARKERS ON THE JOB SITE. CONTRACTOR SHALL NOTIFY ENGINEER WHERE THE WORK MIGHT CAUSE SURVEY MONUMENTS TO BECOME DISTURBED OR DESTROYED. CONTRACTOR SHALL PROVIDE A LICENSED LAND SURVEYOR TO SET REFERENCES AND RESTORE SURVEY MONUMENTS IN ACCORDANCE WITH COUNTY AND CITY STANDARDS.
8.
- CONTRACTOR SHALL COORDINATE AND NOTIFY THE CONSTRUCTION MANAGER WHEN WORK IS READY FOR INSPECTIONS. PRESENCE OR ABSENCE OF INSPECTOR WILL NOT RELIEVE CONTRACTOR OF FULL RESPONSIBILITY FOR PROPER PERFORMANCE OF WORK.
9.
- CONTRACTOR SHALL REMOVE AND LEGALLY DISPOSE OF ALL MATERIALS THAT ARE TO BE REMOVED FROM THE SITE INCLUDING, SURPLUS EXCAVATION MATERIALS AND DEBRIS. CONTRACTOR SHALL MAINTAIN THE SITE IN A SAFE, NEAT, AND ORDERLY CONDITION. CONTRACTOR SHALL DELIVER MATERIALS OR EQUIPMENT TO BE SALVAGED AND RETURNED TO THE OWNER AT THE LOCATION TO BE DETERMINED BY THE ENGINEER.
10.
- CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS AND SECURITY, INCLUDING PROTECTION OF PUBLIC AND PRIVATE PROPERTY ADJACENT TO THE PROJECT SITE DURING THE CONSTRUCTION OF THE PROJECT.
11.
- EXISTING UNDERGROUND FACILITIES AND UTILITIES ARE NOT SHOWN ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR DETERMINING EXACT LOCATION OF FACILITIES WHICH MAY EXIST AND ARE NOT SHOWN PRIOR TO COMMENCEMENT OF ANY WORK. CONTRACTOR SHALL EXPOSE ALL UNDERGROUND FACILITIES THAT ARE IN THE PATH OF PROPOSED IMPROVEMENTS FOR VERIFICATION OF LOCATION AND ELEVATION. CONTRACTOR SHALL DETERMINE LOCATION OF CONFLICTS, IF ANY, PRIOR TO COMMENCING CONSTRUCTION OF THAT PORTION OF WORK THAT WOULD BE AFFECTED BY A CONFLICT WITH EXISTING FACILITIES.
12.
- ALL EXISTING FACILITIES NOT DESIGNATED FOR REMOVAL/DEMOLITION DURING CONSTRUCTION OF NEW FACILITIES TO BE PROTECTED IN PLACE OR REPLACED IN KIND AT THE CONTRACTOR'S OWN EXPENSE.
13.
- ALL PAVEMENT, INCLUDING ASPHALT CONCRETE (AC) AND PORTLAND CEMENT CONCRETE (PCC) PAVING, SHALL BE SAW CUT TO A NEAT STRAIGHT LINE AND THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION PRIOR TO PAVING. THE EXPOSED BASE MATERIAL SHALL BE GRADED, RECOMPACTED, AND RESEALED PRIOR TO PAVING.
14.
- COMPLY WITH ALL STATE AND COUNTY LAWS AND ORDINANCES RELATING TO SAFETY AND CHARACTER OF WORK, EQUIPMENT AND LABOR PERSONNEL. THIS SHALL INCLUDE, BUT NOT LIMITED TO, SHORING OF TRENCHES, AND VENTILATION OF CONFINED SPACES.
15.
- CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE COMMENCING WORK.
16.
- WHEN EXCAVATION IS REQUIRED AROUND EXISTING UTILITIES THOSE UTILITIES SHALL BE SUPPORTED USING STEEL BEAMS OR OTHER SUITABLE SUPPORTS.
17.
- ALL CONCRETE TO BE USED IN CURBS AND SIDEWALKS SHALL BE MINOR CONCRETE AS DEFINED IN THE CORDCS.

18.
- THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN THAT SHALL BE APPROVED BY ENGINEERING DIVISION BEFORE START OF WORK IN RIGHT-OF-WAY AND SHALL BE IN ACCORDANCE WITH THE MOST RECENT VERSION OF THE MUTCD WITH ALL APPLICABLE CALIFORNIA SUPPLEMENTS & AMENDMENTS. AT LEAST ONE LANE IN EACH DIRECTION SHALL REMAIN OPEN TO TRAFFIC UNLESS OTHERWISE SHOWN ON THE PLANS. TRAFFIC CONTROL HOURS ARE SUBJECT TO LIMITATION BY THE CITY. TRAFFIC CONTROL WITH LANE CLOSURES THAT AFFECT TRAFFIC FLOW MAY REQUIRE NIGHT WORK. IF, AS A PART OF TRAFFIC CONTROL MEASURES, A ROADWAY CLOSURE HAS BEEN APPROVED, THE CONTRACTOR SHALL NOTIFY ENGINEERING DIVISION 72 HOURS IN ADVANCE OF SETTING UP THIS CLOSURE.
19.
- PRIOR TO EXCAVATION OF TRENCHES 5 FEET OR DEEPER, THE CONTRACTOR SHALL SUBMIT TO THE DEVELOPMENT SERVICES DEPARTMENT OR ENVIRONMENTAL UTILITIES DEPARTMENT INSPECTOR A SHORING/EXCAVATION PLAN AND A COPY OF THE COMPANY'S ANNUAL CALOSHA TRENCHING PERMIT AND A COPY OF THE COMPANY'S LETTER INFORMING CALOSHA OF THE TIME THE TRENCHING IS COMMENCING AND THE LOCATION OF THE WORK.
20.
- CONTRACTOR SHALL COMPLY WITH ALL ENVIRONMENTAL POLLUTION CONTROL RULES, REGULATIONS, ORDINANCES AND STATUTES WHICH APPLY TO ANY WORK PERFORMED PERSUANT TO THE CONTRACT, INCLUDING ANY WATER POLLUTION CONTROL RULES, REGULATIONS AND STATUTES SPECIFIED BY THE MOST CURRENT STATE OF CALIFORNIA NPDES GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY. (REFER TO GENERAL CONDITIONS SECTION 5, FOR ADDITIONAL REQUIREMENTS). IN THE EVENT OF ANY VIOLATIONS THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ALL FINES, CITATIONS, PENALTIES AND ALL OTHER JUDGEMENTS THAT SHALL BE IMPOSED.
21.
- THE CONTRACT DOCUMENTS SHALL CONSTITUTE THESE PLANS, THE TECHNICAL SPECIFICATIONS, THE GENERAL CONDITIONS, THE SUPPLEMENTARY CONDITIONS, AND ALL REFERENCED DOCUMENTS INCLUDING THE MOST RECENT VERSION OF THE CITY OF ROSEVILLE DESIGN AND CONSTRUCTION STANDARDS.

LEGEND:

CIVIL

- 110

(N) HYDROSEED
- 110

(E) GRADE CONTOURS
- 110

(N) GRADE CONTOURS
- 1.0%

SLOPE DIRECTION AND PERCENT
- 73.00

(E) PROPERTY LINE
- x

(N) SPOT ELEVATION
- x

(E) FENCE

ABBREVIATIONS

AB	AGGREGATE BASE	INV	INVERT
AC	ASPHALT CONCRETE		
APPROX	APPROXIMATE	LF	LINEAL FEET
ASPH	ASPHALT	LWL	LOW WATER LEVEL
BC	BEGIN CURVE	MAX	MAXIMUM
BTW	BETWEEN	MIN	MINIMUM
CL, ☉	CENTER LINE	MH	MANHOLE
CLR	CLEAR	MON	MONUMENT, MONITORING
CONC	CONCRETE	MUTCD	MANUAL ON UNIFORM
CMU	CONCRETE MASONRY UNIT	N	NOT IN CONTRACT
CY	CUBIC YARDS	NIC	NOT IN CONTRACT
CORDCS	CITY OF ROSEVILLE DESIGN & CONSTRUCTION STANDARDS	No., #	NUMBER
		NPDES	NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM
		NTS	NOT TO SCALE
DI	DRAIN INLET	OC	ON CENTER
DIA, ∅	DIAMETER	OF	OVERFLOW
DTL	DETAIL	OH	OVERHEAD
DWG	DRAWING	PL, ☐	PLATE, PROPERTY LINE
EA	EACH	PVM'T	PAVEMENT
EF	EACH FACE	R	RADIUS
EG	EXISTING GRADE	RCP	REINFORCED CONC PIPE
EL	ELEVATION	REQ'D	REQUIRED
EP	EDGE OF PAVEMENT	REV	REVISION
EW	EACH WAY	RR	RAILROAD
EX. (E)	EXISTING	R/W	RIGHT OF WAY
		S	SEWER, SOUTH, SLOPE
FL, ☐	FLOW LINE	SCH	SCHEDULE
FOC	FACE OF CURB	SDMH	STORM DRAIN MANHOLE
FT, '	FEET, FOOT	SS	SANITARY SEWER
		SSMH	SANITARY SEWER MANHOLE
GB	GRADE BREAK	SST	STAINLESS STEEL
GS	GROUND SURFACE	STA	STATION
		ST	STREET
HP	HIGH POINT IN PVMT, HIGH PRESSURE	STD	STANDARD
HPI	HORIZONTAL POINT OF INFLECTION	SW	SIDEWALK
		T&B	TOP & BOTTOM
		TOC	TOP OF CONCRETE
HORZ	HORIZONTAL	TYP	TYPICAL
HWL	HIGH WATER LEVEL	UG	UNDERGROUND
IE	INVERT ELEVATION	VAR	VARIOUS
IN, "	INCH	W	WEST
		W/	WITH
		W/O	WITHOUT
		WS	WATER SURFACE
		WV	WATER VALVE

SECTION & DETAIL DESIGNATIONS

- SECTION CUT ON DWG 23
- A

23

SECTION LETTER
- A

23

DRAWING WHERE SECTION APPEARS
- ON DWG 23 THIS SECTION IS IDENTIFIED AS:
- A

21

SECTION LETTER
- A

21

DRAWING FROM WHICH SECTION WAS TAKEN

DETAILS ARE CROSS REFERENCED IN A SIMILAR MANNER, EXCEPT THAT DETAILS ARE IDENTIFIED BY NUMBER RATHER THAN NUMBER



QA/QC REVIEW: *Jeffrey Wanta*
DATE: 4/28/17

THIS LINE IS 1 INCH
AT FULL SCALE
IF NOT SCALE ACCORDINGLY

SCALE : NONE
DRAWN BY : DAP
DESIGNED BY : DAP
PROJ. MGR. : JW

No.	ZONE	REVISIONS	BY	DATE
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2020 Research Park Drive
Suite 100
Davis, California 95618
(530) 756-5905
FAX (530) 756-5991



WEST SIDE TANK AND PUMP STATION
PHASE 1 GRADING PLAN

GENERAL NOTES & LEGEND

JOB NUMBER 415-14-15-21
DRAWING NUMBER G02
SHEET NUMBER 2 OF 4
REVISION

1. NON-POTABLE WATER SHALL BE SPRAYED ON ALL EXPOSED EARTH SURFACES DURING CLEARING, GRADING, EARTH MOVING, AND OTHER SITE PREPARATION ACTIVITIES. THE EXPOSED EARTH SHALL BE WATERED THROUGHOUT THE DAY TO MINIMIZE DUST.
2. TARPAULINS OR OTHER EFFECTIVE COVERS SHALL BE USED ON ALL STOCKPILED EARTH MATERIAL AND ON HAUL TRUCKS TO MINIMIZE DUST.
3. THE CITY SHALL HAVE THE AUTHORITY TO STOP ALL GRADING OPERATIONS, IF, IN THE OPINION OF CITY STAFF, INADEQUATE DUST CONTROL MEASURES ARE BEING PRACTICED OR EXCESSIVE WIND CONDITIONS CONTRIBUTE TO FUGITIVE DUST EMISSIONS.
4. ADJACENT STREET FRONTAGES SHALL BE SWEEPED AT LEAST ONCE A DAY TO REMOVE SILT AND OTHER DIRT WHICH IS EVIDENT FROM CONSTRUCTION ACTIVITIES. REFER TO SCHEDULES WITHIN SWPPP.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING CONSTRUCTION VEHICLES LEAVING THE SITE ON A DAILY BASIS TO PREVENT DUST, SILT AND DIRT FROM BEING RELEASED OR TRACKED OFFSITE. REFER TO SWPPP FOR SPECIFIC REQUIREMENTS.
6. CONSTRUCTION SHALL STOP IF CULTURAL RESOURCES ARE SUSPECTED. IT IS POSSIBLE THAT PREVIOUS ACTIVITIES HAVE OBTAINED SURFACE EVIDENCE OF CULTURAL RESOURCES. IF SIGNS OF AN ARCHEOLOGICAL SITE, SUCH AS ANY UNUSUAL AMOUNTS OF STONE, BONE, OR SHELL , ARE UNCOVERED DURING GRADING OR OTHER CONSTRUCTION ACTIVITIES, WORK SHALL BE HALTED WITHIN 100 FEET OF THE FIND AND THE CITY'S ENVIRONMENTAL COORDINATOR SHALL BE NOTIFIED. A QUALIFIED ARCHEOLOGIST SHALL BE CONSULTED FOR AN ON-SITE EVALUATION. THE ARCHEOLOGIST MAY REQUIRE ADDITIONAL MITIGATION.
7. SHOULD GRADING OPERATIONS UNCOVER HAZARDOUS MATERIALS, OR WHAT APPEARS TO BE HAZARDOUS MATERIALS, THE FIRE DEPARTMENT SHALL BE CONTACTED IMMEDIATELY AT (916) 774-5820. THE AREA, WHICH CONTAINS THE HAZARDOUS MATERIALS, SHALL BE MARKED OFF UNTIL AN INVESTIGATION BY A MEMBER OF THE FIRE DEPARTMENT IS CONDUCTED.
8. THE CONTRACTOR IS EXPECTED TO COMPLY WITH THE FUGITIVE DUST CONTROL REQUIREMENTS FROM THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT: WWW.PLACER.CA.GOV/APCD
9. CONTRACTOR RESPONSIBLE FOR ANY/ALL FINES.


SECTION

B
-

1. VERTICAL CONTROL BENCH MARK: CITY OF ROSEVILLE BM#73 3 1/2" BRASS DISC STAMPED LS6046, DEC, 1995, WEST SIDE OF FIDDMYDROW ROAD ON THE TOP OF CURB AT THE DOUBLE DRAIN INLETS AT THE KASEBURG CREEK ARCH CULVERT ELEVATION = 94.953
2. BASIS OF BEARINGS: BEARING OF N 0°07'04" E BETWEEN FOUND MONUMENTS IN CENTERLINE OF WESTPARK DRIVE, AS SHOWN ON THE MAP ENTITLED "WESTPARK PHASE 1" RECORDED IN BOOK "AA" OF MAPS AT PAGE 4, PLACER COUNTY OFFICIAL RECORDS.

SCALE: 1"=30'



THIS LINE IS 1 INCH

 AT FULL SCALE
 IF NOT SCALE ACCORDINGLY

SCALE : _____ 1"=30'
DRAWN BY : _____ DAP
DESIGNED BY : _____ DAP
PROJ. MGR. : _____ JW

No.	ZONE	REVISIONS	BY	DATE



2020 Research Park Drive
Suite 100
Davis, California 95618

(530) 756-5905
FAX (530) 756-5991



WEST SIDE TANK AND PUMP STATION
PHASE 1 GRADING PLAN
PHASE 1 GRADING PLAN

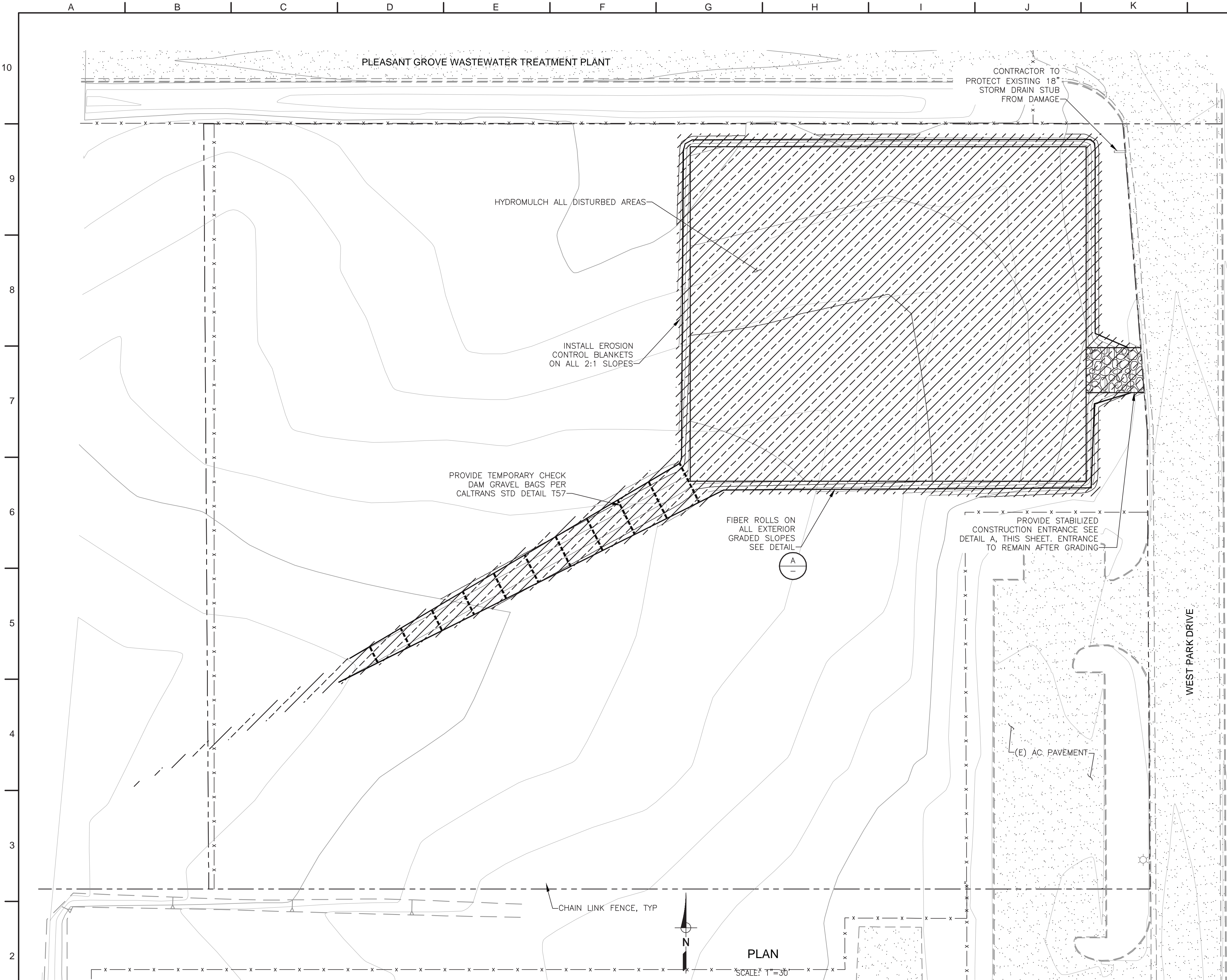
JOB NUMBER
415-14-15-21

DRAWING NUMBER
C01

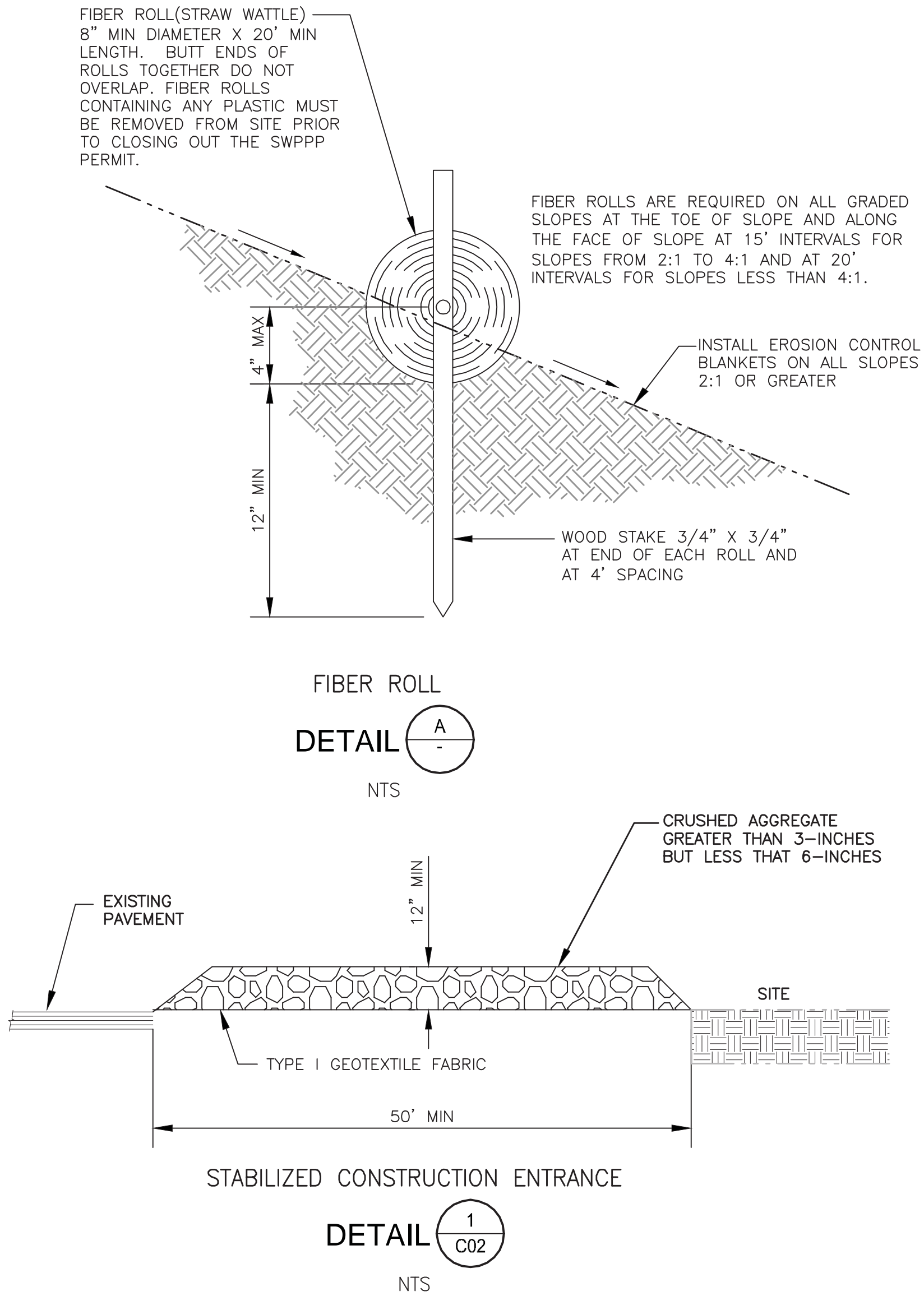
SHEET NUMBER
3 OF **4**

REVISION

N:\Clients\415 City of Roseville\14-15-21 (West Side Tank & PS)\CAD\Production\Interim Grading\41514-1521-C02.dwg 4/20/2017 9:38 AM dpezzini



- EROSION CONTROL NOTES:
1. THE STATE'S GENERAL PERMIT FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY (2009-2009-DWQ) REQUIRES THE PREPARATION OF A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) FOR SITES WITH SOIL DISTURBANCES GREATER THAN OR EQUAL TO ONE ACRE, OR FROM SITES SMALLER THAN ONE ACRE IF THE CONSTRUCTION ACTIVITY IS PART OF A LARGER PLAN OF DEVELOPMENT OR SALE THAT DISTURBS ONE ACRE OR MORE. CONSTRUCTION ACTIVITY SHALL NOT COMMENCE, NOR A PRE-CONSTRUCTION MEETING BE PERMITTED TO BE SCHEDULED, PRIOR TO THE SWPPP BEING ACCEPTED BY THE CITY. FOR MORE INFORMATION SEE: http://www.roseville.ca.us/eu/stormwater_management
 2. THE PROJECT STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IS INCORPORATED BY REFERENCE INTO THIS SET OF PLANS. THE SWPPP IS CONSIDERED A DYNAMIC DOCUMENT AND WILL CHANGE AS CONDITIONS WARRANT. PERMANENT EROSION AND SEDIMENT CONTROL MEASURES WILL BE CONSTRUCTED AS SHOWN ON THESE PLANS.
 3. A COPY OF THE SWPPP SHALL BE KEPT AT THE PROJECT SITE AT ALL TIMES.
 4. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED AS SPECIFIED IN THE SWPPP.
 5. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED IN ACCORDANCE WITH THE SWPPP.
 6. THE CONTRACTOR SHALL ESTABLISH A SPECIFIC SITE WITHIN THE DEVELOPMENT FOR MAINTENANCE AND STORAGE OF EQUIPMENT OR ANY OTHER ACTIVITY THAT MAY ADVERSELY CONTRIBUTE TO THE WATER QUALITY OF THE RUNOFF IN ACCORDANCE WITH THE SWPPP.
 7. NO TRACKING ON PUBLIC STREET.



QA/QC REVIEW: *Jeffrey W. Walters*
DATE: 4/28/17

THIS LINE IS 1 INCH
AT FULL SCALE
IF NOT SCALE ACCORDINGLY

SCALE: 1"=30'

DRAWN BY: DAP
DESIGNED BY: DAP
PROJ. MGR.: JW

No.	ZONE	REVISIONS	BY	DATE



2020 Research Park Drive
Suite 100
Davis, California 95618
(530) 756-5905
FAX (530) 756-5991



WEST SIDE TANK AND PUMP STATION
PHASE 1 GRADING PLAN
EROSION CONTROL PLAN

JOB NUMBER
415-14-15-21

DRAWING NUMBER
C02

SHEET NUMBER
4 OF **4**

REVISION



ENVIRONMENTAL UTILITIES

**NOTICE TO CONTRACTORS
PROPOSAL AND CONTRACT
PROVISIONS FOR THE**

**WEST SIDE TANK AND PUMP STATION
(PHASE 1)**

**NON-REFUNDABLE FEE
\$25**

**TO BE SUPPLEMENTED WITH
GENERAL PREVAILING WAGE RATES**

FOR PRE-BID INFORMATION CALL:

**George Hanson, City of Roseville
(916) 746-1764**



**PROJECT MANUAL
FOR
WEST SIDE TANK AND PUMP STATION
(PHASE 1)**



05/15/17

CITY OF ROSEVILLE

Project: West Side Tank and Pump Station (Phase 1)

PROJECT MANUAL

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TEXT OF ASSEMBLY BILL NO. 626

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City of Roseville

PROJECT MANUAL

Name of Project:

WEST SIDE TANK AND PUMP STATION (PHASE 1)

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CITY OF ROSEVILLE
DEPARTMENT OF ENVIRONMENTAL UTILITIES

Name of Project: WEST SIDE TANK AND PUMP STATION (PHASE 1)

NOTICE TO CONTRACTORS

Sealed Proposals will be received at the Office of the City Clerk, 311 Vernon Street, Roseville, California, until 3:00 p.m. on July 6, 2017. Late proposals will be rejected. No exceptions.

The Proposals will be publicly opened and read by the City Clerk of the City of Roseville at 3:05 p.m. on July 6, 2017 at the Office of the City Clerk at 311 Vernon Street, Roseville, California for the West Side Tank and Pump Station (Phase 1) Project

A Project Manual, including all Contract Documents and the Proposal forms for bidding this project, can only be obtained at The City of Roseville Corporation Yard, 2005 Hilltop Ci, Roseville, CA 95747 for a non-refundable fee of \$25 per set. If requested, Project Manuals will be mailed for a non-refundable fee of \$35. Please make checks payable to the City of Roseville. All communications relative to this project shall be directed to George Hanson (in writing) at ghanson@roseville.ca.us.

Any bid may be withdrawn at any time prior to the time fixed in the public notice for the deadline submission of bids only by written request for the withdrawal of the bid filed with the City Clerk. The request shall be executed by the bidder or his or her duly authorized

representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid by the submission deadline. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after the deadline submission of bids nor may any bid be withdrawn after the time fixed in the public notice for deadline for submission of bids. Immediately following the deadline for submission of bids all bids shall become the property of the City of Roseville.

The City of Roseville hereby notifies all Bidders that:

1. The City will affirmatively ensure that, in any Contract entered into pursuant to this Notice to Contractors, minority business enterprises will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of sex, race, color, or national origin in consideration for an award.
2. The Contractor may elect to receive one hundred percent (100%) of payments due under the Contract Documents from time to time, without retention of any portion of the payment by the City, by depositing securities of equivalent value with the City in accordance with the provisions General Conditions Section 7-1.07. Such securities, if deposited by the Contractor, shall be valued by the City, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in California Government Code Section 16430.
3. The City has determined that the Contractor shall possess a valid Class A, General Engineering Contractor's license at the time that the bid is submitted and the Contract is awarded. Said license shall be maintained during the Contract period. Failure to possess the specified license shall render the bid nonresponsive and will act as a bar to the award of the Contract to any Bidder not possessing such a license at the time of

award. The Contractor shall provide certification of the license, its number and the expiration date on the proposal form.

4. The Work is to be done in Placer County. Pursuant to California Labor Code Section 1770, the City has ascertained the General Prevailing Rate of Wages in the County in which the Work is to be done to be as determined by the Director of Industrial Relations of the State of California. CONTRACTOR is hereby made aware that information regarding prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The Contractor is required to post a copy of the applicable wage rates at the job site. Attention is directed to Section 5 "Legal Relations and Responsibility" of the General Conditions.

5. Contractor Registration: No contractor or subcontractor may be listed on a bid proposal for or work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The Contractor shall provide proof of current registration with the Department of Industrial Relations for both itself and all listed subcontractors with the bid proposal. The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

City Clerk, City of Roseville

Dated: _____

Affidavits: _____

Published: _____

INSTRUCTIONS TO BIDDERS

SECTION 1: PROPOSAL REQUIREMENTS AND CONDITIONS

1-1.01 **GENERAL.** The Bidder shall carefully examine the Instructions to Bidders and all Contract Documents, and shall satisfy himself or herself as to the conditions with which he must comply prior to bid and to the conditions affecting the award of the Contract.

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

1-1.02 **CONTRACTOR'S LICENSING LAWS.** Attention is directed to the provisions of Business and Professions Code Chapter 9 of Division 3 concerning the licensing of Contractors.

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

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

1-1.03 **EXAMINATION OF PLANS, CONTRACT DOCUMENTS AND SITE OF THE WORK.** The Bidder shall examine carefully the site of the Work and all the

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

Prior soils investigation or other previous site investigation reports are available for inspection at the City of Roseville Corporation Yard, 2005 Hilltop Ci, Roseville CA 95747.

Where the Department has made investigations of site conditions, including subsurface conditions in areas where Work is to be performed under the Contract, such investigations are made only for the purpose of study and design. City does not represent that such conditions as found in these investigations or inferences or conclusions drawn as a result of these investigations will represent actual site conditions and hereby disclaims any liability as a result of contractor's or bidder's reliance on such investigations. City will presume that all bidders have conducted their own site investigations, including investigations of subsurface conditions. Where such investigations have been made, Bidders or Contractors may, upon written request, inspect the records of the Department as to such investigations subject to the conditions set forth in these Instructions to Bidders. Such inspection of records may be made only at the location noted above. The records of such investigations are not a part of the Contract and are shown solely for the convenience of the Bidder or Contractor. The City assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the investigations made, the records thereof, or of the interpretations set forth therein or made by the City in its use thereof. The City makes no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records are representative of those existing throughout such areas, or any part

thereof, or that unforeseen developments may not occur, or that materials other than, or in proportions different from those indicated, may not be encountered.

No information derived from such inspection of records of investigations or compilation thereof made by the City, the Department or from the Engineer, or his or her assistants, will in any way relieve the Bidder or Contractor from any risk or from properly fulfilling the terms of the Contract.

1-1.04 **PROPOSAL FORMS.** The Department will furnish to each Bidder a standard proposal form, which, when filled out and executed may be submitted as the bid. Proposals shall include all pages in the Project Manual with page numbers marked "PROP" plus the Addendum acknowledgment form (front sheet) from all addenda received by the Bidder.

Proposals shall be removed from the Project Manual. The full Project Manual shall not be submitted with the proposal. Bids not presented on forms so furnished will be disregarded.

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

1-1.05 **REQUIRED LISTING OF PROPOSED SUBCONTRACTORS.** Each proposal shall list the name, address and Contractor license number of each subcontractor to whom the Bidder proposes to subcontract portions of the Work in an amount in excess of one-half of one percent (0.5%) of his total bid, in accordance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Part 1, Chapter 4). The Bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

1-1.06 **NONCOLLUSION DECLARATION.** Bidders shall submit a properly completed and executed "Noncollusion Declaration" conforming to the City's form "Noncollusion Declaration." (PROP – 16)

1-1.07 **DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING.** A bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation.

1-1.08 **PROPOSAL GUARANTY.** All bids shall be accompanied by one of the following forms of Bidder's security: Cash, a cashier's check, a certified check, or a Bidder's bond executed by an admitted surety insurer, made payable to the City of Roseville, or any other form of security deemed acceptable by the City Attorney. The security shall be in an amount equal to at least ten percent (10%) of the amount bid. A bid will not be considered unless one of the form of Bidder's security is enclosed with it.

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

1-1.09 **WITHDRAWAL OF PROPOSALS.** Any bid may be withdrawn at any time prior to the time fixed in the Notice to Contractors for the opening of bids, provided that a request in writing, executed by the Bidder or his duly authorized representative, for the withdrawal of such bid is filed with the City Clerk. A telegraphic or facsimile request is not acceptable. The withdrawal of a bid shall not prejudice the right of a Bidder to file a new bid. The withdrawal of any bid after the time fixed in the Notice to Contractors for the opening of bids will not be permitted.

1-1.10 **ADDENDUM.** Proposals shall include all costs and account for all addenda issued prior to opening of bids. The Bidder is responsible for verifying that he has received all issued addenda. An Addendum acknowledgment form for each Addendum shall be included as part of the Proposal submittal.

1-1.11 **PUBLIC OPENING OF PROPOSALS.** Proposals will be publicly opened and read at the time and place indicated in the Notice to Contractors. Bidders or their authorized agents are invited to be present.

1-1.12 **REJECTION OF IRREGULAR PROPOSALS.** Proposals may be rejected in the City's sole discretion if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. However, the City reserves the right to waive any minor irregularities and informalities in any bid or in the bidding for any reason.

When proposals are signed by an agent, other than the officer or officers of a corporation authorized to sign Contracts on its behalf, or are signed by an agent other than a partner of a partnership, or are signed by an agent for an individual, a power of attorney must be on file with the Department prior to opening bids or shall be submitted with the proposal; otherwise the proposal will be rejected as irregular and unauthorized. Determination as to the validity of a power of attorney shall be in the City's sole discretion.

1-1.13 **COMPETITIVE BIDDING.** If more than one proposal is offered by any individual, firm, partnership, corporation, association, or any combination thereof, under the same or different names, all such proposals may be rejected. A party who has quoted prices on materials or Work to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a bid directly for the materials or Work.

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

1-1.14 **RELIEF OF BIDDERS.** If the Bidder claims a mistake was made in his or her bid, the Bidder shall give the Department written notice within five (5) calendar Days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred. No relief from a claimed mistaken bid shall be granted unless such mistake clearly appears on the face of the bid submitted to the City. Claimed mistakes on backup worksheets, spreadsheets, computerized bidding programs, or any other similar calculative bidding mistake which is not apparent on the face of the bid shall not under any circumstance be considered as a basis for relief. The burden of proving the occurrence of a mistake entitling a bidder to relief from its bid rests entirely on the bidder. Relief from bids shall be in the City's sole discretion.

1-1.15 **CONTRACTOR REGISTRATION.** No contractor or subcontractor may be listed on a bid proposal for or work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The Contractor shall provide proof of current registration with the Department of Industrial Relations for both itself and all listed subcontractors with the bid proposal. The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

SECTION 2: AWARD AND EXECUTION OF CONTRACT

2-1.01 **AWARD OF CONTRACT.** The City reserves the right to reject any and all proposals and to award (or not award) any combination of bid items at its option. Any such award will be to the lowest responsible Bidder whose proposal complies with the requirements prescribed for the bid items awarded. Such award, if made, will be made within sixty (60) calendar Days after the opening of the proposals. If the lowest responsible Bidder refuses or fails to execute the Contract, the City may award the Contract to the second lowest responsible Bidder. Such award, if made, will be made within eighty-two (82) calendar Days after the opening of proposals. If the second lowest responsible Bidder refuses or fails to execute the Contract, the City may award the Contract to the third lowest responsible Bidder. Such award, if made, will be made within one hundred four (104) calendar Days after the opening of the proposals. The above time periods within which the award of Contract may be made are subject to extension for such further period as may be agreed upon in writing between the City and the Bidder concerned.

2-1.02 **RETURN OF BIDDER'S SECURITIES.** Within ten (10) calendar Days after the award of the Contract, the City Clerk will return all Bidders' securities, other than Bidders' bonds, accompanying the proposals that are not to be further considered in making the award. Retained Bidders' securities will be held until the Contract has been fully executed, after which all Bidders' securities, except Bidders' bonds and any Bidders' securities that have been forfeited, will be returned.

2-1.03 **CONTRACT BONDS.** The successful Bidder shall furnish two (2) bonds in the form contained in the section entitled Insurance Broker Information Packet and

Bonds. One (1) bond shall secure the payment of the claims of laborers, mechanics or materialmen employed on the Work under the Contract, and the other bond shall guarantee the faithful performance of the Contract.

Each of the two (2) bonds shall be in a sum equal to one hundred percent (100%) of the Contract price. If the Contract price increases by the issuance of Change Orders, the Contractor shall within ten (10) calendar Days provide a commensurate increase in the penal amounts of the bonds required. Sureties on each of said bonds shall be satisfactory to the City.

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

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

2-1.04 **INSURANCE.** At the time of the execution of the Contract, the Contractor shall, at his or her own expense, procure, and at all times during the prosecution of the Work maintain in full force and effect Worker's Compensation Insurance, and Liability Insurance as specified in the General Conditions. The Contractor shall provide a Certificate of Insurance in the form contained in the section entitled Insurance Broker Information Packet.

2-1.05 **EXECUTION OF CONTRACT.** The Contract shall be signed by the successful Bidder and returned, together with all the required Contract bonds and insurance certificates, within fifteen (15) calendar Days after the Contract has been awarded.

2-1.06 **FAILURE TO EXECUTE CONTRACT.** Failure of the lowest responsible Bidder, the second lowest responsible Bidder, or the third lowest responsible Bidder to execute the Contract and file acceptable bonds and insurance as provided within fifteen (15)

calendar Days after the Contract has been awarded, shall be cause for forfeiture of the Bidder's security. The successful Bidder may file with the City Clerk a written notice, signed by the Bidder or Bidder's authorized representative, specifying that the Bidder will refuse to execute the Contract if presented to Bidder. The filing of such notice shall have the same force and effect as the failure of the Bidder to execute the Contract and furnish acceptable bonds within the time prescribed.

PROPOSAL TO THE DEPARTMENT OF ENVIRONMENTAL UTILITIES

Project: WEST SIDE TANK AND PUMP STATION (PHASE 1)

Name of Bidder _____ Business Phone _____

Business Address _____

Place of Residence _____

The Work to be done and referred to herein is in the City of Roseville, Placer County, State of California, and is to be constructed in accordance with the Contract Documents and the Prevailing Wage Rates of the Department.

The Work to be done is described in the Bidding Documents entitled WEST SIDE TANK AND PUMP STATION (PHASE 1), City of Roseville, California.

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

Bids are required for all Bid Items. THE AMOUNT OF THE BID FOR COMPARISON PURPOSES WILL BE THE TOTAL OF ALL ITEMS AWARDED.

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

In case of discrepancy between the price written in words and the price written in figures for the item, the price written in words shall prevail, provided, however, if the price written in figures is ambiguous, unintelligible or uncertain for any cause, then the amount written in words for the item shall prevail. In case of discrepancy between the unit price and the extension price, the unit price shall prevail. "Extension" shall mean the product of each unit price multiplied by the quantity. In the case where the unit price prevails, the total shall be corrected to reflect the actual extension.

If this Proposal shall be accepted and the undersigned shall fail to Contract, to provide evidence of insurance or to give the two (2) payment and faithful performance bonds required, with Surety satisfactory to the City all within fifteen (15) calendar Days after the Bidder has received notice from the Department that the Contract has been awarded, the City Council may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Proposal and the Acceptance thereof shall be null and void and the forfeiture of such bid security accompanying this Proposal shall operate and the same shall be the property of the City of Roseville.

Accompanying this Proposal is _____

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

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

The names of all persons directly involved in this project include:

Project Superintendent _____

Project Manager _____

The Director has the sole authority to approve or reject the above individuals or project team and to require their replacement prior to bid award.

In accordance with the provisions of California Labor Code Section 6707, whenever the State, a County, City and County, or City issues a call for bids for the construction of a pipeline, sewer, sewage disposal system, boring or jacking pits, or similar trenches or open excavations, which are five (5') feet or deeper, such call shall specify that each bid submitted in response thereto shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which shall conform to applicable safety orders.

As required under the provisions of California Public Contract Code Section 4104 et seq., any person making a bid or offer to perform the Work, shall in his or her bid or offer, set forth:

(a)(1) The name, location of the place of business and Contractor license number of each subcontractor who will perform Work or labor or render service to the prime Contractor in or about the construction of the Work, or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specially fabricates and installs a

portion of the Work or improvement according to detailed Drawings contained in the Contract Documents, in an amount in excess of one-half of one percent (0.5%) of the prime Contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater; (2)(A) Subject to subparagraph (B), any information requested by the officer, department, board, or commission concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor's name and location of business, may be submitted by the prime contractor up to 24 hours after the deadline established by the officer, department, board, or commission for receipt of bids by prime contractors. (B) A state or local agency may implement subparagraph (A) at its option. (b) The portion of the Work that will be done by each such subcontractor under this act. The prime Contractor shall list only one subcontractor for each such portion as defined by the prime Contractor in his or her Bid.

The Contractor shall perform, with the Contractor's own organization and with workers under the Contractor's immediate supervision, work of a value not less than ten percent (10%) of the value of all work embraced in the contract except when certain items may be exempted by the Supplemental Provisions from said ten percent (10%) requirement.

In accordance with California Public Contract Code Section 4104 and following, each proposal shall have listed on the form provided with the proposal, the name, location of the place of business, and portion (type) of work of each California licensed subcontractor who will perform work or labor, or render service to the General Contractor in or about the construction of the work or improvement, or a licensed subcontractor who, under subcontract to the General Contractor, specially fabricates and installs a portion of the work or improvement according to

detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the General Contractor's total bid, or in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

The Contractor shall list only one subcontractor for each portion of work in the bid. If a contractor fails to specify a subcontractor for any portion of the work to be performed under this contract in excess of one-half of one percent (0.5%) of the total bid, or for the construction of streets or highways including bridges, in excess of one-half of one percent (0.5%) or ten thousand dollars (\$10,000), whichever is greater, the Contractor shall perform that portion of the contract.

A listed subcontractor shall perform with the subcontractor's own organization and with workers under the subcontractor's immediate supervision, work of a value of not less than seventy-five percent (75%) of the value of each item of work for which the subcontractor is listed.

[LIST OF SUBCONTRACTORS FOLLOWS ON NEXT PAGE.

THE REMAINDER OF THIS PAGE IS BLANK.]

DESIGNATION OF SUBCONTRACTORS

In accordance with the Public Contract Code, Part 1, Chapter 4, Subletting and Subcontracting, bidders must list the name, business address and Contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the prime contractor's total bid, or in the case of bids or offers for the construction of streets and highways, including bridges, in excess of one-half of one percent (0.5%) of the prime contractor's total bid or ten thousand dollars (\$10,000) whichever is greater. In addition, the Contractor shall also provide proof of current registration with the Department of Industrial Relations for all listed subcontractors with the bid proposal.

The apparent low bidder must submit a listing of license numbers for all subcontractors within ten days of bid opening.

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

IMPORTANT NOTICE: If Bidder, or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, state first and last names in full.

Licensed in accordance with State law providing for the registration of Contractors, Class and License No. _____ Expiration Date _____

SIGN HERE: _____

(Signature of Bidder)

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature and title of the officer or officers authorized to sign Contracts on behalf of the corporation; if Bidder is a co-partnership, the name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign Contracts in behalf of the co-partnership; and if Bidder is an individual, his or her signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Department prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Business Address _____

Place of Residence _____

Dated _____, 20_____.

SECURITY FOR COMPENSATION CERTIFICATE

(Required by California Labor Code Section 1861)

TO: City Council
City of Roseville

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

(Signature of Bidder)

Business Address

Telephone

BIDDER'S BOND

City Council of the City of Roseville

KNOW ALL MEN BY THESE PRESENTS:

That we _____

_____, as PRINCIPAL, and

_____, a, _____ and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of Roseville in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Roseville, acting by and through the Director, for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the Director of the Department to which said Bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of _____ dollars (\$_____).

THE CONDITION OF THIS OBLIGATION IS SUCH,

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

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

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

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

_____(Seal)

_____(Seal)

_____(Seal)

Principal

_____(Seal)

_____(Seal)

_____(Seal)

Surety

Address

NOTE:Signatures of those executing for the Surety must be properly acknowledged.

This page intentionally blank.

SCHEDULE OF BID ITEMS

NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE IN \$	ITEM TOTAL
1	Mobilization, Demobilization, Bonds and Insurance	LS	1		
2	Site Preparation (Clearing & Grubbing)	LS	1		
3	SWPPP Compliance and Environmental Protection Plan	LS	1		
4	Earthwork	CY	5,400		
5	Finish Grade	LS	1		
6	Grade Ditch	LF	370		
7	Traffic Control	LS	1		

TOTAL BID AMOUNT = _____

Total Bid Amount in Words _____

In case of discrepancy between words and figures of the total amount, the words shall prevail.

Bid amount of each of the above bid items must be filled in and completed in figures and written in words.

The above amount is for the completed Work and includes any and all sales taxes and levies, which may be applicable. The undersigned has examined the location of the proposed Work and is familiar with the Specifications and the local conditions at the place where the Work is to be done. The undersigned has checked the above amount and understands that the Owner will not be responsible for any errors or omissions on the part of the undersigned in making up this proposal.

Bidder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is hereby acknowledged):

Number _____	Date _____
_____	Date _____
_____	Date _____
_____	Date _____

Failure to acknowledge addenda shall render the bid non-responsive and shall be cause for its rejection.

It is agreed that this proposal may not be withdrawn within a period of sixty (60) days after the date set for the opening thereof.

The undersigned understands that the Owner reserves the right to reject any or all bids and to waive any informality in bids received that in the judgment of the Owner is to the best interest of the Owner.

Respectfully submitted,

<div>Signature of Bidder</div> <div></div>	<div>Title</div> <div></div>	<div>Date</div> <div></div>
<div>Company</div> <div></div>		
<div>Business Address</div> <div></div>	<div>Phone Number</div> <div></div>	
<div>License Number</div> <div></div>	<div>Expiration Date</div> <div></div>	

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

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

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

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

(Signature of Declarant)

END OF PROPOSAL

AGREEMENT

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

WITNESSETH:

WHEREAS, the City Council of the City of Roseville, at a meeting held on the _____ day
of _____, 20_____, approved plans and specifications consisting of the General
Conditions for Buildings and Grounds and Special Conditions for the _____
_____ and directed the City Clerk to advertise for sealed proposals for doing said work and providing
that bids be submitted on the _____ day of _____, 20_____; and

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

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

WHEREAS, all bids received pursuant to said notice were opened and examined and
publicly declared at the time specified in said advertisement for bids and at a meeting of the City

Council held on the _____ day of _____, 20__ , the City Council found and declared the bid of CONTRACTOR to be the lowest responsible bid and thereupon awarded a contract to CONTRACTOR to do the work referred to in accordance with the aforementioned specifications.

NOW, THEREFORE, the parties hereto as follows:

1. THE WORK. CONTRACTOR agrees:

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

_____ in accordance with the Contract Documents (the “Work”).

b. To do and perform the Work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the Department for Contract Administration as defined in the Contract Documents.

2. PAYMENT. CITY shall pay CONTRACTOR _____ dollars (\$_____) for the Work.

3. CONTRACT DOCUMENTS. The complete Agreement between the parties hereto consists of all of the documents described in section 1-1.12 of the General Conditions.

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

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the work within the time specified, CONTRACTOR agrees that CITY will suffer damages.

Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$3,300.00 per day as liquidated damages, in the event of such delay.

5. TIME OF ESSENCE. Time is of the essence of this Agreement.

6. ATTORNEY'S FEES, VENUE, GOVERNING LAW. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

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

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

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

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

CITY OF ROSEVILLE
a municipal corporation

CONTRACTOR:

By: _____
ROB JENSEN
City Manager

By: _____
its: _____

ATTEST:

and

By: _____
SONIA OROZCO
City Clerk

By: _____
its: _____

APPROVED AS TO FORM:

Business License #: _____

By: _____
ROBERT R. SCHMITT
City Attorney

INSURANCE BROKER INFORMATION PACKET

Project: WEST SIDE TANK AND PUMP STATION (PHASE 1)

NOTICE TO CONTRACTOR:

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

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

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Insurance Requirements	INS-2
Public Works Faithful Performance Bond	INS-8
Public Works Payment Bond	INS-10

NOTICE TO INSURANCE BROKER

Your client has been awarded a bid by the City Council of the City of Roseville to perform a public works project known as WEST SIDE TANK AND PUMP STATION (PHASE 1). The Contract Conditions for that project require your client ("the Contractor") to return certain evidence of insurance and bonds to the City Attorney of the City within fifteen (15) Days after the Bid award, or else the Bid award may be terminated and awarded to another company.

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

Please refer to Supplementary Conditions for modifications of the General Conditions and the requirements of this insurance packet.

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

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

Documents should be forwarded to or questions addressed to:

Office of the City Attorney
City of Roseville
311 Vernon Street
Roseville, CA 95678
(916) 774-5325

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

Thank you.

INSURANCE REQUIREMENTS

The following sections are quoted from the General Conditions of the project:

5-1.19 **INSURANCE COVERAGE.**

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

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

C. **Insurance Required.** Commercial General Liability, automobile liability, and worker's compensation insurance shall be maintained as follows:

1.	Commercial General Liability	\$2,000,000 each occurrence
	Minor Construction Project	\$4,000,000 aggregate
	(Projects under \$1,000,000)	Personal Injury:
		\$2,000,000 each occurrence
		\$4,000,000 aggregate
	Commercial General Liability for	\$5,000,000 each occurrence
	Major Construction Projects	\$10,000,000 aggregate

(Projects over \$1,000,000)

Personal Injury:
\$5,000,000 each occurrence
\$10,000,000 aggregate

The Commercial General Liability policy shall include coverage or endorsements for:

- a. Completed operations.
- b. Losses related to independent contractors, products and equipment.
- c. Explosion, collapse and underground hazards.

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

- a. Inclusion of the City of Roseville, and its officers, agents, employees and volunteer, as additional insured (except for workers' compensation as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the Insurance Services Office ("ISO") CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsements must include coverage for on-going and completed operations. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.
- b. Cross liability and severability of interest clauses providing that the insurance applies separately to each insured except with respect to the limits of liability.
- c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither the City nor its insurers will be called upon to contribute to a loss.
- d. Such insurance shall specifically cover the contractual liability of the CONTRACTOR.
- e. Any available insurance proceeds in excess of the specified minimum

insurance coverage requirements and limits shall be available to the additional insureds.

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

f. Waiver of subrogation endorsement.

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

SPECIAL NOTICE - CLAIMS MADE COVERAGE:

Liability insurance coverage may not be written on a "claims made" basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

2. Comprehensive Automobile Liability for bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) combined single limits per accident, applicable to all owned, non-owned, and hired vehicles.

3. Statutory Workers' Compensation and Employer's Liability Insurance, including a waiver of subrogation endorsement and a Broad Form "All-States" Endorsement for all employees engaged in services or operations under the Contract. The employer's liability insurance shall provide limits of not less than One Million Dollars (\$1,000,000) per occurrence. Both the worker's compensation and employer's liability policies shall contain the Insurer's waiver of subrogation in favor of the City, its officers, agents, employees, and volunteers.

4. Builder's Risk/Course of Construction Insurance:

The Contractor shall be responsible for all loss, damage or destruction whatsoever to the Work called for by this Contract until the approval of a Notice of Completion. The Contractor shall secure "All Risk" type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the Work performed under this Contract (the value is presumed to be the

Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the Work completed. The policy shall cover hazards including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

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

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

5-1.19A **OTHER INSURANCE PROVISIONS.**

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

B. The City acknowledges that some insurance requirements contained in the Contract Conditions may be fulfilled by self-insurance on the part of the Contractor. However,

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

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

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

the additional insured would be invalid under California Insurance Code Section 11580.04. In addition, the insurance policy may not contain language which prohibits additional insureds or other insurers from satisfying the self-insured retention or deductible.

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

**F. THE CITY RESERVES THE RIGHT TO WITHHOLD ANY
PROGRESS PAYMENT TO THE CONTRACTOR IN THE EVENT OF
NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.**

Bond No. _____
Premium \$ _____

**PUBLIC WORKS
FAITHFUL PERFORMANCE BOND**
(Project: WEST SIDE TANK AND PUMP STATION (PHASE 1))

WHEREAS, the City of Roseville ("CITY") has awarded a bid and contract to _____, a _____, as contractor ("PRINCIPAL") for the public work described as WEST SIDE TANK AND PUMP STATION (PHASE 1)(the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

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

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

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

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

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

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

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

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

PRINCIPAL:

SURETY:

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

AND

MAILING ADDRESS:

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

APPROVED AS TO FORM:

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

BY: _____
City Attorney

Bond No. _____

Premium \$ _____

PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND
(Project: WEST SIDE TANK AND PUMP STATION (PHASE1))

WHEREAS, the City of Roseville ("CITY"), has awarded a bid and contract to _____, a _____, as contractor ("PRINCIPAL"), for the public work described as WEST SIDE TANK AND PUMP STATION (PHASE1)(the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

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

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

The condition of the obligation is such that if the PRINCIPAL, his or its subcontractors, heirs, executors, administrators, successors or assigns fails to pay any of the persons named in § 3181 of the Civil Code of the State of California, or the amounts due under the Unemployment Insurance Code of the State of California with respect to work or labor performed by any such claimant, that the SURETY will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, shall pay reasonable attorney's fees, to be fixed by the Court.

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

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall

operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

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

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

PRINCIPAL:

SURETY:

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

AND

MAILING ADDRESS:

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

APPROVED AS TO FORM:

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

BY: _____
City Attorney

CITY OF ROSEVILLE

GENERAL CONDITIONS

FOR

BUILDINGS AND GROUNDS

CITY OF ROSEVILLE
GENERAL CONDITIONS
FOR
BUILDINGS AND GROUNDS

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SECTION 1

DEFINITIONS AND TERMS

1-1.01 **GENERAL.** The following abbreviations and terms or pronouns in place of them appear in the Contract Documents, the intent and meaning shall be interpreted as provided in this Section 1.

1-1.02 **ACCEPTANCE.** Formal Acceptance by resolution by the Roseville City Council of the Contract when completed in all respects in accordance with the Contract Documents and any modifications previously approved.

1-1.03 **ADDENDUM.** Document or written communication issued by the Department during the bidding period which modifies, supersedes, or supplements the Contract Documents.

1-1.04 **BIDDER.** Individual, firm, copartnership, association, or any combination thereof, submitting a Proposal for the Work, acting directly, or through a duly authorized representative.

1-1.05 **BIDDING DOCUMENTS.** Includes the Notice to Bidders, Bidding Requirements, Contract Conditions, Drawings and Addenda.

1-1.06 **CHANGE ORDER.** Any additions, deletions, or modifications of the Work to be done after the Agreement has been signed.

1-1.07 **CITY.** The City of Roseville.

1-1.08 **CITY ATTORNEY.** The City Attorney of the City.

1-1.09 **CITY CLERK.** The City Clerk of the City.

1-1.10 **CONTRACT.** Agreement relating to the Work to be performed, the labor, materials, and equipment to be furnished, and the payment to be made therefor. The Contract incorporates all of the Contract Documents.

1-1.11 **CONTRACT CONDITIONS.** Include the General Conditions, Supplemental Conditions, and Specifications.

1-1.12 **CONTRACT DOCUMENTS.** Include the Bidding Documents, the Bid or Proposal, Contract Bonds, the Contract, all required insurance certificates or endorsements, all required certifications or statements, Change Orders, any Contract Amendment, any City Standard which is incorporated by reference and these City of Roseville General Conditions for Buildings and Grounds.

1-1.13 **CONTRACTOR.** Individual, firm, co partnership, corporation, association, or any combination thereof, who has entered into the Contract with City.

1-1.14 **DAY OR DAYS.** Unless otherwise designated, Day or Days as used in the Contract Documents will be understood to mean calendar Day or Days.

1-1.15 **DEPARTMENT.** The Department for Contract Administration, as identified in the Supplemental Conditions.

1-1.16 **DIRECT COSTS.** Those cost items (including labor, materials, equipment and any subcontractor's work) that are used in the actual performance of, and are specifically and uniquely attributable to the Work or changed Work. Direct Costs do not include Overhead. Direct Costs include but are not limited to:

A. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by City and Contractor. Payroll costs for employees not employed full time on the Work shall be

apportioned on the basis of their time spent on the Work. Payroll costs shall include salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees may include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Saturday, Sunday or legal holidays shall be included in the above only to the extent authorized by City in writing.

B. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and suppliers' field services required in connection therewith. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to City, and Contractor shall make provisions so that they may be obtained.

C. Payments made by Contractor to the subcontractors for work performed by subcontractors. If required by City, Contractor shall obtain competitive bids from subcontractors acceptable to Contractor and shall deliver such bids to City who will then determine which bids will be accepted. If a subcontract provides that the subcontractor is to be paid on the basis of cost of the work plus a fee, the subcontractor's cost of the work shall be determined in the same manner as Contractor's cost of the work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

D. Costs of special consultants (including engineers, architects, testing laboratories, surveyors, and accountants) employed for services specifically, and only, related to the Work.

E. Supplemental costs including the following:

1. The proportion of necessary transportation, travel and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value of such items used but not consumed which remain the property of Contractor.

3. Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by City, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

4. Sales, consumer, use or similar taxes related to the Work, and for which Contractor is liable, imposed by laws and regulations.

5. The cost of utilities (including the meter), fuel and sanitary facilities at the site.

6. Cost of premiums for additional bonds and insurance required because of changes in the Work.

1-1-17 **DIRECTOR.** Director of the Department for Contract Administration or his or her designee.

1-1.18 **DRAWINGS.** The official Drawings including plans, elevations, sections, detail Drawings, diagrams, plated, General Notes, information and schedules thereon, or exact reproductions thereof, showing the location, character, dimension, and details of the

Work. The Drawings include any Drawings or plates bound within the Supplemental Conditions.

1-1.19 **GENERAL NOTES.** The written instructions, provisions, conditions or other requirements appearing on the Drawings and so identified thereon, which pertain to the performance of the Work.

1-1.20 **LABORATORY.** Established professional laboratories authorized by the City to test materials and Work involved in the Contract.

1-1.21 **LIQUIDATED DAMAGES.** The amount prescribed in the Supplemental Conditions to be paid to the City or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or any specified portion of the Work beyond the time allowed in the Supplemental Conditions.

1-1.22 **OVERHEAD.** Business or administrative expenses (including but not limited to office expenses, administrative staff, rent, insurance, utilities) not chargeable to a particular part of the Work. The term "overhead" shall include any of the following:

A. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in Contractor's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in section 1-1.17, all of which are to be considered administrative costs covered by the Contractor's fee.

B. Expenses of Contractor's principal and branch offices other than Contractor's office at the site.

C. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

D. Cost of premiums for all bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same, except as provided in section 1-1.16.

E. Other overhead or general expense costs of any kind.

1-1.23 **OWNER.** City of Roseville.

1-1.24 **PROJECT MANUAL.** A book containing all Contract Documents.

1-1.25 **PREMISES.** Shall mean the area within construction easements, easements, rights of entry and City owned property which surrounds the Work Site, limited by the property lines thereof. In some cases Premises may coincide with the Work Site.

1-1.26 **ENGINEER OR ARCHITECT.** Private Engineer or Architect as a person, firm or corporation retained by the City of Roseville for this Work or portions thereof.

1-1.27 **SPECIFICATIONS.** The technical Specifications for the Work prepared by the Director or an Engineer or Architect describing in detail the nature of the Work, its components, any performance standards, and how the Work is to be constructed.

1-1.28 **SUPPLEMENTAL CONDITIONS.** The Supplemental Conditions are specific clauses modifying or supplementing these General Conditions.

1-1.29 **WORK.** The furnishing of all labor, and the furnishing and installing of all materials, articles, supplies and equipment as specified, designated, or required by the Contract Documents.

1-1.30 **WORK SITE.** All or portion of the Premises that the Work is limited to as shown on the Drawings or designated by the Director. Public streets are not included unless Work is being done within the street right-of-way.

SECTION 2

CONTROL AND SCOPE OF THE WORK

2-1.01 **AUTHORITY OF DIRECTOR.** The Contract shall be performed in a manner satisfactory to the Director who shall decide all questions which may arise as to the quality or acceptability of materials furnished and Work performed and as to the manner of performance and rate of progress of the Work; all questions which may arise as to the interpretation of the Contract Documents; all questions as to the acceptable fulfillment of the Contract on the part of the Contractor; and all questions as to compensation. The Director shall have authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly.

2-1.02 **INTENT OF CONTRACT DOCUMENTS.** The intent of the Contract Documents is to prescribe the details for the construction and completion of the Work. Where the Contract Documents describe portions of the Work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the Work involved in executing the Contract in a satisfactory and workmanlike manner.

2-1.03 **COORDINATION AND INTERPRETATION OF CONTRACT DOCUMENTS.** All Contract Documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary, and to describe and provide for a complete Work.

The Supplemental Conditions shall govern over the General Conditions and the Drawings. In the event of any discrepancy, between any Drawing and the figures written thereon, the figures shall be taken as correct. Detail Drawings shall prevail over general Drawings and General Notes shall prevail over Drawings. The Specifications shall prevail over the Drawings. The Contract Conditions shall prevail over the Bidding Documents. The Contract shall prevail over the Contract Conditions.

Should it appear that the Work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the Contractor shall apply to the Director for such further explanations as may be necessary and shall conform to them as part of the Contract. In the event of any doubt or question arising respecting the true meaning of the Contract Documents, reference shall be made to the Director. The decisions of the Director shall be final.

2-1.04 **SUBMITTALS.** It shall be the Contractor's responsibility to timely submit, so as to cause no delay in the Work, all shop Drawings, descriptive data, manuals, instructions, affidavits, samples for the various trades as required by the Supplemental and Technical Conditions, and offers of alternatives, if any. Such submittals shall be checked and coordinated by the Contractor with the Work of other trades involved before they are submitted to the Director for examination.

The Contractor shall deliver at least seven (7) copies of the Submittals to the Director. Work requiring the submittal of working Drawings, descriptive data or samples shall not begin prior to approval of said submittal by the Director.

The time allowed for review of each submittal will be as indicated in the Supplemental Conditions. Review time will start upon receipt of the submittal by the Director and will end

upon the Director's mailing of the submittals to the Contractor. Defective, incomplete or partial submittals will be returned to the Contractor unreviewed.

Submittals shall be made by a letter of transmittal that shall contain a list of all matter submitted and identification of all variations from the Contract Documents contained in the submittal. The letter and all items accompanying the same shall be fully identified as to project name and location, Contractor's name, district, county, and Contract number, with ample cross-references to the Contract Documents, to facilitate identification of items and their location in the Work.

All shop Drawings and supporting data, catalogs, schedules, shall be submitted as the instruments of the Contractor, who shall be responsible for their accuracy and completeness. These submittals may be prepared by the Contractor, subcontractors, or suppliers, but the Contractor shall ascertain that submittals meet all of the requirements of the Contract Documents, while conforming to structural, space, and access conditions at the point of installation. The Contractor shall check all submittals before submitting them to the Director.

2-1.04A **SHOP DRAWINGS.** The Contractor shall submit at least seven (7) copies of all shop Drawings required by the Supplemental Conditions or Specifications. Two (2) copies will be returned to the Contractor either approved for use or returned for correction and resubmittal. Shop Drawings include any drawing, which requires execution by a draftsman as distinguished from printed matter. The size of shop Drawings shall not exceed twenty-four (24") inches by thirty-six (36") inches.

2-1.04B **DESCRIPTIVE DATA.** The Contractor shall submit seven (7) copies of each set of manufacturer's brochures or other data required by the Supplemental Conditions or

Specifications. The City will examine such submittals and return two (2) copies either approved for use or returned for correction and resubmittal.

2-1.04C **SAMPLES.** The Contractor shall submit samples of articles, materials or equipment as required by the Supplemental Conditions or Specifications. The Work shall be in accordance with the approved samples. Samples shall be removed from City property when directed or may be incorporated in the Work if approved by the Director. Samples not removed by the Contractor will become the property of the City or, at the City's option, will be removed or disposed of by the City at the Contractor's expense.

2-1.04D **MANUALS, INSTRUCTIONS AND AFFIDAVIT.**

A. **Manuals and Instructions.** Where operation and maintenance manuals are required by the Supplemental Conditions, the Contractor shall submit three (3) sets of manuals, suitably bound, along with three (3) electronic copies in an approved format, to the Director within forty-five (45) Days after favorable review of the equipment or facilities. All manuals shall be marked to indicate the specific equipment furnished for this project and shall include:

1. Start-up instructions
2. Normal operation instructions
3. Trouble shooting instructions
4. Lubrication instructions
5. Maintenance and reinstallation instructions
6. Parts identification
7. List of spare parts recommended to have on hand
8. Operator safety

In addition, all operation and maintenance manuals for electrical equipment shall include:

9. Equipment ratings
10. Calibration curves and rating tables if appropriate

Operation and maintenance manuals for complex equipment shall also include:

11. Alternate specified operating modes
12. Emergency shutdown instructions
13. Normal shutdown instructions
14. Long term shutdown instructions

Operation and maintenance manuals for systems comprised of separate pieces of equipment shall include a system explanation of items 1, 2, 3, 11, 12, 13 and 14 as well as the instructions for the separate pieces of equipment.

B. Affidavits. Where required in the Supplemental Conditions or Specifications, manufacturers of equipment shall provide field service as a part of this project. Equipment shall not be considered ready for full time operation until after the authorized factory-trained and qualified manufacturer's representative for the specific equipment has checked and adjusted the equipment and certified by written affidavit that the equipment has been properly installed, tested, adjusted, lubricated, and calibrated, and is ready for full time operation. Acceptable affidavits shall be submitted prior to completion of the Work. Affidavits shall contain the following specific wording:

“The (Name of Equipment) has been properly installed, tested, adjusted, lubricated, and calibrated, and is ready for full time operation. The installation has been inspected and has been found to be in conformance with our (the manufacturer's) standards and requirements.”

No amplification, dilution, or modification of this specific wording will be permitted.

2-1.04E **ALTERNATIVES.** For convenience in designation in the Contract Documents, certain materials, articles, or equipment may be designated by a brand or a trade name or the name of the manufacturer together with catalog designation or other identifying information, hereinafter referred to generically as “designated by brand name.” An alternative material, article, or equipment which is of equal quality and of the required characteristics for the purpose intended may be proposed for use provided the Contractor complies with the following requirements:

A. The Contractor shall submit his proposal for an alternative in writing. Such request shall be made in ample time to permit approval without delaying the Work.

B. No such proposal will be considered unless accompanied by complete information and descriptive data, necessary to determine the equality of the offered materials. The Contractor shall satisfy the Director as to the comparative quality, suitability, or performance of the offered material, articles, or equipment. In the event that the Director rejects the use of such alternative materials, articles, or equipment, then one of the particular products designated by brand name shall be furnished.

The Director will examine, with reasonable promptness, such submittals, and return of submittals to the Contractor shall not relieve the Contractor from responsibility for deviations and alternatives from the Contract Documents, nor shall it relieve the Contractor from responsibility for errors in the submittals. A failure by the Contractor to identify in his or her letter of transmittal, material deviations from the Contract Documents shall void the submittal and any action taken thereon by the Director. When specifically requested by the Director, the Contractor shall resubmit such shop Drawings, descriptive data and samples as may be required.

If any mechanical, electrical, structural, or other changes are required for the proper installation and fit of alternative materials, articles, or equipment, or because of deviations from the Contract, such changes shall not be made without the approval of the Director and shall be made without additional cost to the City.

2-1.05 **PRESERVATION AND CLEANING.** The Contractor shall clean up the Work at frequent intervals and at other times when directed by the Director. While finish Work is being accomplished, floors, Work areas and finished areas shall be kept clean, free of dust, construction debris and trash. Upon completion of the Work, the Contractor shall remove from the Premises his construction equipment and any waste materials not previously disposed of, leaving the Premises thoroughly clean and ready for final inspection.

2-1.06 **LIMITATIONS ON WORK SITE AND PREMISES.** The Contractor shall limit his construction operations to the Work Site unless otherwise shown on the Drawings or specified. The Contractor shall perform no operation of any nature over or on the Premises except such operations as are authorized by the Contract Documents or as authorized by the Director.

2-1.07 **DUST CONTROL.** During the performance of all Work under this Contract, the Contractor shall assume all responsibility for dust control and shall furnish all labor, equipment, and means required to carry out proper and efficient measures wherever and whenever dust control is necessary to prevent the operations from producing dust damage and nuisance to persons and property. Any claims resulting from dust damage or nuisance shall be borne solely by the Contractor. The Contractor shall comply with all applicable Air Quality Act requirements.

2-1.08 **SANITATION.** The Contractor shall provide sanitary facilities for all persons working on the Work.

2-1.09 **NIGHT WORK AND NORMAL WORKING HOURS.** Normal working hours at the construction site shall be between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday. Legal holidays are excluded. Certain utility connections and street operations are anticipated to require night Work by the Contractor during low usage periods. The Contractor may also be required to prosecute the Work at night if, at any time, the Director shall deem it necessary for the progress of the Work, or if emergencies arise. The Contractor shall promptly comply with any such requirements made in writing by the Director. The Contractor will also be permitted to Work at night if he or she shall satisfy the Director of the need therefor, in order to maintain the required progress or protect the Work from the elements. Certain activities are required to be performed at night for nominal progress of the Work and/or are specified to be performed at night by other portions of the Supplemental Conditions. When required, ordered, or permitted to Work at night, the Contractor shall provide sufficient and satisfactory lighting and other facilities therefor. The Contractor shall receive no extra payment for night Work, if specified or if required to be performed during the normal progress of the Work, but compensation shall be considered as having been included in the price stipulated for the Work.

If Contractor performs work during weekends, holidays or any non-normal work hours, Contractor shall pay for required City Inspectors.

2-1.10 **LINES AND GRADES.** Unless otherwise provided in the Supplemental Conditions, the Contractor shall lay out all Work, including structures and pipelines, and shall be

responsible for any errors resulting therefrom. In all questions arising as to proper location of lines and grades, the Director's decision will be final.

As part of the bid price for the construction of the improvements, the Contractor shall provide and be responsible for the layout of all Work on this project. The Contractor shall provide all necessary surveys, field staking, and positioning for the construction of all components at the proper alignment, elevations, grades, and positions, as indicated on the Drawings and as required for the proper operation and function. The Contractor shall stake his Work area limits.

The Contractor's lay-out shall be based on existing structures, property lines, survey control, and bench marks established by the City. All structures and pipeline connections shall be installed based on actual elevation of existing structures to which connections are made.

The Contractor shall supply such labor as required, at no extra charge, to aid and assist the Director in checking location and grades of the Work as set by the Contractor if the Director desires to perform this checking. This shall include moving materials and equipment located between monuments and the construction Work.

2-1.11 **PRESERVATION OF MONUMENTS.** Any monuments or bench marks disturbed by construction operations shall be repaired per the City's standard and promptly re-established by a registered land surveyor or civil engineer. A plat for each monument shall be furnished to the Director after the plat has been recorded with the County Recorder's Office at no additional cost to the City. The recorded plat shall serve as a record of the re-establishment of said existing survey points.

2-1.12 **FINAL CLEANUP.** Prior to final Acceptance of the Work, the Contractor shall thoroughly clean the Premises, remove all temporary structures built by or for

the Contractor, and remove all equipment and surplus construction material and debris from the area. The entire project, before Acceptance by the City, shall be left in a neat and clean condition. All Work areas and temporary construction areas shall be returned to essentially the same conditions existing before the commencing of project construction.

2-1.13 **AS-BUILT PLANS.** The Contractor shall maintain one set of the full size prints furnished by the City and mark thereon any deviations from plan dimensions, elevations, or orientations. Also, the Contractor shall locate on said prints, all underground facilities, such as piping, conduits and tanks by accurate field measurement from structure walls, corners, etc. The Contractor shall submit the prints and an electronic CD in good condition to the Director upon completion of the job as a condition of Acceptance of the project. Marked prints shall be updated at least once each week and shall be available to the Director for review as to currency prior to developing partial payment estimates. After the completion of testing, but prior to Acceptance, the Contractor shall submit as built electrical Drawings and an electronic CD showing all components and their wiring, and as specified in the Supplemental Conditions.

2-1.14 **SUPERINTENDENCE.** The Contractor shall designate in writing before starting Work, an authorized representative who shall have the authority to represent and act for the Contractor.

When the Contractor is comprised of two (2) or more persons, firms, partnerships, or corporations functioning on a joint venture basis, said Contractor shall designate in writing before starting Work, the name of one authorized representative who shall have the authority to represent and act for the Contractor.

Said authorized representative shall be present at the site of the Work at all times while Work is actually in progress on the Contract. When Work is not in progress and during periods

when Work is suspended, arrangements acceptable to the Director shall be made for any emergency Work that may be required.

Whenever the Contractor or his or her authorized representative is not present on any particular part of the Work where it may be desired to give direction, orders will be given by the Director, which shall be received and obeyed by the superintendent or foremen who may have charge of the particular Work in reference to which the orders are given.

Any order given by the Director, not otherwise required by the Supplemental Conditions to be in writing, will on request of the Contractor, be given or confirmed by the Director in writing.

2-1.15 **CHARACTER OF WORKER.** If any subcontractor or person employed by the Contractor shall appear to the Director to be incompetent or to act in a disorderly or improper manner, he or she shall be removed immediately on the requisition of the Director, and such person shall not again be employed on the Work.

2-1.16 **INSPECTION.** The Contractor shall at all times permit the Director to inspect the Work of any part thereof. The Contractor shall maintain proper facilities and provide safe access for such inspection by the Director to all parts of the Work, and to the shops where the Work is in preparation. Work shall not be covered up until authorized by the Director and the Contractor shall be solely responsible for notifying the Director where and when such Work is in readiness for inspection and testing. Should any such Work be covered without authorization, it shall, if so ordered, be uncovered at the Contractor's expense.

Whenever the Contractor intends to perform Work on Saturday, Sunday, or a legal holiday, he or she shall give notice to the Director of such intention forty-eight (48) hours prior

to performing such Work, or such longer period as may be specified so that the Director may make necessary arrangements.

2-1.17 **REMOVAL OF REJECTED AND UNAUTHORIZED WORK.** All

Work which has been rejected shall be remedied, or removed and replaced by the Contractor in a manner acceptable to the Director and no compensation will be allowed the Contractor for such removal, replacement, or remedial Work.

Any Work done beyond the lines shown on the Drawings or established by the Director, or any Work done without written authority will be considered as unauthorized Work and will not be paid for. Upon order of the Director, unauthorized Work shall be remedied, removed, or replaced at the Contractor's expense.

Upon failure of the Contractor to comply promptly with any order of the Director made under this section, the Director may cause rejected or unauthorized Work to be remedied, removed, or replaced, and the costs thereof will be deducted from any moneys due or to become due the Contractor.

SECTION 3

CHANGES IN THE WORK

3-1.01 **CHANGES.** The Department reserves the right to order changes in the Contract at any time prior to the Acceptance of the Work by the Director, and the Contractor shall comply with such order. Department also reserves the right to use its own forces or to contract with others to accomplish changes in the Work at its discretion. Changes or deviations from the Contract shall not be made without authority in writing from the Director, and any change to the Work without the Director's written approval will be considered unauthorized Work and will not be paid for.

On the basis set forth in this Section 3, the Contract Lump Sum Price shall be adjusted for any ordered change, which results in a change in the cost of the Work.

When ordered by the Director, the Contractor shall halt Work in the area affected by a proposed change. Whenever it appears to the Contractor that a change is necessary, the Contractor shall immediately notify the Director of the reasons for such change; however, Work in the area affected shall not be discontinued unless ordered by the Director.

For any approved change in the Work, the Contractor shall be entitled to an adjustment in time equal to the number of Days which completion of the entire Work is delayed due to the changed Work. The Contractor's cost estimate for the changed Work shall state the amount of extra time, if any, that he or she considers should be allowed for making the requested change. Failure to request additional time when submitting such estimate shall constitute a waiver of the right to later claim any adjustment in time based upon changed Work. Disagreement as to time adjustments shall not affect Contract price adjustments, nor shall it be cause for not proceeding

with the changed Work when ordered by the Director. The Contractor shall have the right, however, to further pursue a time adjustment in the event an agreement is not reached. The Contractor shall not be entitled to a time extension or adjustment for any Change Order or delays in activities not on the critical path unless the delay or change exceeds the total float of the activities being delayed or changed.

3-1.02 **ORDINARY CHANGE ORDERS.** The Contractor will be notified in writing of a proposed Change Order describing the intended change. Within fifteen (15) Days after receipt of a written request, the Contractor shall submit his proposed price to be added or deducted from the Contract price due to the change. The Contractor's proposed price to be added to or deducted from the Contract price shall be supported by a detailed estimate of cost prepared by the Contractor, vendor or supplier. The Contractor's proposed price submittal shall be accompanied by a statement of the time necessary for the changed Work, together with a description of how this time will be incorporated into the current Construction Schedule. The Contractor shall upon request by the Director permit inspection of his original Contract estimate, subcontract agreements or purchase orders relating to the change.

If agreement is reached on the adjustment in compensation as provided in Section 3-1.04, "Agreed Cost for Change Orders," of these General Conditions, the Contractor shall proceed with the Work as changed at the agreed price.

If the Contractor and the Director fail to agree as to the adjustment in compensation for the performance of the changed Work, the Contractor, upon written order from the Director, shall proceed immediately with the changed Work and the Contract price shall be adjusted in accordance with Section 3-1.05, "Failure to Agree to the Cost of Change Orders," of these General Conditions.

If the Contractor fails to submit his cost estimate within such fifteen (15) day period, the Contractor shall commence the Work as changed immediately upon receipt of written order of the Director, and the Contract price will be adjusted in accordance with the Director's cost estimate for the changed Work, unless the Contractor, within fifteen (15) Days following completion of changed Work, presents proof to the satisfaction of the Director that the Director's estimate of cost was in error.

3-1.03 **EMERGENCY AND INDETERMINATE TYPE CHANGE**

ORDERS. Changes in the Work made necessary by an emergency, as determined by the Director, or changes of a kind where the extent of the Work cannot be determined until completed, may be authorized by the Director in writing. The Change Order shall state that it is issued pursuant to this Section 3-1.03. Upon receipt of an authorized Change Order or other written order of the Director, the Contractor shall proceed with the ordered Work and the Director will maintain a daily job record containing a detailed summary of all labor, materials and equipment required for the changed Work.

Within fifteen (15) Days after receiving a written request, the Contractor shall submit a detailed estimate of cost for the change and any requested change in Contract time in the same manner as required for ordinary Change Orders in Section 3-1.02 of these General Conditions.

3-1.04 **AGREED COST FOR CHANGE ORDERS.** If the Director and the Contractor agree as to the adjustment in compensation for the performance of changed Work on the basis of the Contractor's proposed cost estimate of the Work, the Contract price will be adjusted accordingly. The agreement shall be in writing and executed by both parties.

3-1.05 **FAILURE TO AGREE TO THE COST OF CHANGE ORDERS.**

When a proposed Change Order decreases the cost of the Work and the Director and the

Contractor fail to agree upon the decreased cost thereof, the Director's estimated decrease in cost shall be deducted from the Contract price. The Contractor will be allowed fifteen (15) Days after receipt of a Contract Change Order approved by the Director, in which to file a written protest setting forth in what respects he or she differs from the Director's estimate of decreased cost, otherwise the decision of the Director to deduct the estimate of decreased cost shall be deemed to have been accepted by the Contractor as correct.

In the event the Director and the Contractor fail to agree on the cost of a Change Order which increases the cost of the Work, the Director will maintain a daily job record containing a detailed summary of all labor, materials and equipment required by the ordered change. At the end of each day's Work, the Contractor shall review the Director's daily job record comparing with his own records, and after agreement is reached, the daily job record shall be signed by both the Director and the Contractor and shall become the basis for payment for the changed Work. Upon completion of the Work under the Change Order, the Contractor shall submit an invoice listing only those items of labor, materials and equipment that were agreed to by both the Director and the Contractor to be in addition to the requirements of the Contract, together with allowable markups.

When there is a failure to agree as to cost, no payment for the changed Work will be made to the Contractor until all Work called for in the Change Order has been completed, except that progress payments may be made on those portions of the changed Work which the Contractor and the Director agree as to cost.

3-1.06 **ALLOWABLE COSTS FOR CHANGE ORDERS.** The only costs which will be allowed because of changed Work and the manner in which Such costs shall be computed are set forth in Sections 3-1.06(A) through 3-1.06(E) of these General Conditions.

Where the term "actual cost" is used in the aforesaid sections, it shall be deemed to mean "estimated cost" where the adjustment in compensation is of a necessity based upon estimated costs.

3-1.06(A) **LABOR.** The Contractor will be paid an amount based on the actual cost for labor and supervision directly required for the performance of the changed Work, including payments, assessment of benefits required by lawful labor union collective bargaining agreements; compensation insurance payments; contributions made to the State pursuant to the Unemployment Insurance Code, and for taxes paid to the Federal Government pursuant to the Social Security Act of August 14, 1935, as amended. No labor cost will be recognized at a rate in excess of the wages prevailing in the locality at the time the Work is performed, nor will the use of a labor classification, which would increase the cost, be permitted unless the Contractor establishes to the complete satisfaction of the Director the necessity for payment at a higher rate.

3-1.06(B) **MATERIALS.** The Contractor will be paid an amount based on the actual cost of the materials directly required for the performance of the changed Work. Such cost of materials may include the costs of procurement, transportation and delivery if necessarily incurred. If a cash or trade discount by the actual supplier is available to the Contractor, it shall be credited to the City. If the materials are obtained from a supply or source owned wholly or in part by the Contractor, payment therefor will not exceed the current wholesale price for such materials. If, in the opinion of the Director, the cost of materials is excessive, or if the Contractor fails to furnish satisfactory evidence of the cost to him or her from the actual supplier, the cost of the materials shall be deemed to be the lowest current wholesale price at which similar materials are available in the quantities required. The Department reserves the right to

furnish such materials required by the Change Order as it deems advisable, and the Contractor shall have no claim for cost or markups on material furnished by the Department.

3-1.06(C) **EQUIPMENT.** The Contractor will be paid an amount based on the actual cost for the use of equipment directly required and approved by the Director in the performance of the changed Work. No payment will be made for time while equipment is inoperative due to breakdowns or on Days when no Work is performed. In addition, the rental time shall include the time required to move the equipment to the Work from the nearest available source of such equipment, and to return it to the source. If such equipment is not moved by its own power, then loading and transportation costs will be paid. Moving time, loading and transportation costs will only be paid if the equipment is used exclusively on the changed Work during the time between move in and move out. Individual pieces of equipment having a replacement value of One Hundred Dollars (\$100) or less shall be considered to be tools or small equipment, and no payment will be made therefore. For equipment owned, furnished, or rented by the Contractor, no cost therefore shall be recognized in excess of the rental rates established by distributors or equipment rental agencies in the locality where the Work is performed.

3-1.06(D) **MARKUPS.** When a Change Order increases the cost of the Work, the Contractor may add the following maximum markups to its actual costs of labor, materials, or equipment rental:

16 1/2 percent for labor;

16 1/2 percent for materials; and

16 1/2 percent for equipment rental.

The above markups include full compensation for bonds, profit and Overhead and shall not include work done by a subcontractor. When a Change Order decreases the cost of the Work, the reduction in cost shall include a five percent (5%) markup on the estimated cost for furnishing the labor, materials and equipment, which would have been used on such Work, had the Change Order not been issued.

When a Change Order involves both added Work and deleted Work, the markup or markups to be used shall be as follows:

The actual costs of labor, materials, and equipment rental for added and deleted Work shall be calculated separately without adding markups. If the difference between the calculated costs for labor results in an increased cost, a markup of sixteen and one-half percent (16.5%) shall be applied to the increased cost. If the difference between the calculated costs of materials or equipment rental results in an increased cost, a markup of sixteen and one-half percent (16.5%) shall be applied to the increased costs of materials or equipment rental, as the case may be. If the difference between the calculated costs for labor, materials or equipment rental results in a decreased cost, a markup of five percent (5%) shall be applied to the decreased costs of labor, materials or equipment rental, as the case may be.

Contractor shall not add mark-ups on work performed and billed by City staff.

3-1.06(E) **GENERAL LIMITATIONS.** In no event shall any actual cost for added Work be recognized in excess of market values prevailing at the time of the change, unless the Contractor can establish to the satisfaction of the Director that he or she investigated all possible means of obtaining such Work at prevailing market values and that the excess cost could not be avoided. The Director shall determine the necessity for incurring the costs enumerated above, and as to whether they are directly at the option of the Director. When a Change Order deletes

Work from the Contract, the computation of the cost thereof shall be the values that prevailed at the time bids for the Work were opened.

When Change Order Work is performed by a subcontractor, Contractor's compensation shall be based on all Direct Costs as listed in the subcontractor's portion of the proposal and an amount determined by the Director not to exceed fifteen percent (15%) to Contractor as Overhead and profit.

It is understood and agreed by the City and the Contractor that the Contractor will incur Overhead costs for temporary facilities, superintendence, home office Overhead, and similar cost items, and that the costs of such Overhead for the full Contract period through the specified completion date are included in the Contractor's lump sum bid amounts included in his accepted Proposal. No additional compensation will be made to the Contractor for claims of increased Overhead costs occurring within the originally specified construction Contract period plus any time extensions granted by Change Order.

3-1.07 If the Contract price increases by the issuance of Change Orders, the Contractor shall within ten (10) calendar Days provide a commensurate increase in the penal amounts of the bonds required.

SECTION 4

CONTROL OF MATERIALS

4-1.01 **MATERIALS.** The Contractor shall furnish all materials required to complete the Work, except materials that are designated in the Supplemental Conditions to be furnished by the City and materials furnished by the City in accordance with Section 3, "Changes in the Work," of these General Conditions.

Unless otherwise specified in the Supplemental Conditions, materials furnished by the Contractor for incorporation into the Work shall be new. When the quality or kind of materials, articles, or equipment is not particularly indicated, then the quality or kind thereof shall be similar to those that are indicated.

Articles or materials to be incorporated in the Work shall be stored in such a manner as to insure the preservation of their quality and fitness for the Work, and to facilitate inspection.

All materials which do not conform to the requirements of the Contract Documents as determined by the Director, will be rejected whether in place or not. Rejected material shall be removed immediately from the site of the Work, unless otherwise permitted by the Director. No rejected material, the defects of which have been subsequently corrected, shall be used in the Work, unless approval in writing has been given by the Director. Upon failure of the Contractor to comply promptly with any order of the Director made under these provisions, the Director shall have the authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any moneys due or to become due the Contractor.

Manufacturer's warranties, guaranties, instruction sheets and parts lists, which are furnished with certain materials incorporated in the Work, shall be delivered to the Director before Acceptance of the Contract.

Unless otherwise designated in the Supplemental Conditions or Specifications, materials furnished by the City will be delivered to the job site. Materials furnished by the City that are designated in the Supplemental Conditions as available at locations other than the job site shall be hauled to the site of the Work by the Contractor at his expense, including any necessary loading and unloading that may be involved.

The Contractor will be held responsible for all materials furnished to him or her, and shall pay all demurrage and storage charges. City-furnished materials lost or damaged from any cause whatsoever shall be replaced by the Contractor. The Contractor will be liable to the Department for the cost of replacing City-furnished material and such costs may be deducted from any moneys due or to become due the Contractor.

4-1.02 **PRODUCT AND REFERENCE STANDARDS.** When descriptive catalog designations, including manufacturer's name, product brand name, or model number are referred to in the Contract Documents, such designations shall be considered as being those found in industry publications in effect on the day the Notice to Contractors for the Work is dated.

When standards or test designations of the Federal Government, trade societies, or trade associations are referred to in the Contract Documents by specific date of issue, these shall be considered a part of the Contract. When such references do not bear a date of issue, the edition in effect on the day the Notice to Contractors for the Work is dated shall be considered as part of the Contract.

4-1.03 **SAMPLING AND TESTING OF MATERIALS.** Unless otherwise

specified, all tests shall be performed in accordance with the methods used by the State Department of Transportation (Caltrans) and shall be made by the Director or his or her designated representative.

The State Department of Transportation has developed test methods for testing the quality of materials and Work. These test methods are identified by California Test followed by the serial number. Copies of individual tests are available at the State Department of Transportation Laboratory, Sacramento, California, and will be furnished to interested persons upon request.

Whenever a reference is made in the Supplemental Conditions to a California Test by number, it shall mean the California test in effect on the day the Notice to Contractors for the Work is dated.

Whenever the Supplemental Conditions provide an option between two (2) or more test methods, the Director will determine the test method to be used.

Whenever a Supplemental Condition, manual, or test designation provides for test reports (such as certified mill test reports) from the manufacturer, copies of such reports, identified as to the lot of material, shall be furnished to the Director. The manufacturer's test reports shall supplement the inspection, sampling and testing provisions of the Section 4-1.03 and shall not constitute a waiver of the City's right to inspect. When material which cannot be identified with specific test reports is proposed for use, the Director may at his or her discretion, select random samples from the lot for testing. Testing specimens from the random samples, including those required for retest, shall be prepared in accordance with the referenced Supplemental Conditions

and furnished by the Contractor at his or her expense. The number of such samples and test specimens shall be entirely at the discretion of the Director.

When requested by the Director, the Contractor shall furnish, without charge, samples of all material entering into the Work, and no material shall be used prior to approval by the Director, except as provided in Section 4-1.04, "Certificates of Compliance," of these General Conditions.

A. Inspection and Access for Testing: The Contractor shall provide safe access for the Director and his or her inspectors to adequately inspect the quality of Work and the conformance with the Supplemental Conditions. The Contractor shall provide adequate lighting, ventilation, ladders and other protective facilities as may be necessary for the safe performance of inspections.

The Contractor shall submit samples or specimens of such materials to be furnished or used in the Work as the Director may require. The Contractor shall furnish the Director all necessary labor and facilities for such things as excavation in the compacted fill to depths required to take samples.

Inspections, tests, or favorable review by the Director or others shall not relieve the Contractor from his or her obligations to perform the Work in accordance with the requirements of the Contract Documents.

Work covered without the favorable review or consent of the Director shall, if required by the Director, be uncovered for examination at the Contractor's expense.

If the engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Director's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Director may require, that portion of

the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective and the Work was not covered without favorable review of the Director, the Contractor will be allowed an increase in the Contract price or an extension of the Contract time, or both, to cover his or her costs directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate Change Order shall be issued.

Whenever the Contractor varies the period during which Work is carried on each day, he or she shall give due notice to the Director so that proper inspection may be provided. Any Work done in the absence of the Director may be subject to rejection. Proper facilities for safe access for inspection to all parts of the Work shall at all times be maintained for the necessary use of the Director and other agents of the City. Authorized representatives and agents of the Director shall be permitted access to inspect all Work and materials wherever it is required for preparation of progress reports, and the Contractor shall provide proper facilities for such access and inspection.

It is the Contractor's responsibility to supervise the Work and complete the project in accordance with the Contract Documents. In the course of managing that effort, the Contractor shall generate his or her own punch lists as deemed necessary. The Director may prepare punch lists for the Director's own use in communicating with the Contractor; however, the Director shall be under no obligation to prepare punch lists for the Contractor. In general, the Director will prepare punch lists only after the Contractor has given the Director written notice that the subject Work is completed and tested in accordance with the Contract Documents and is

ready for operation and/or use and/or occupancy. Failure of the Director to include an item in a punch list shall not relieve the Contractor of his duty to satisfactorily complete all Work required by the Contract Documents.

Upon final completion of the construction Work and request by the Contractor, the Director will conduct a final inspection as a basis for recommending to the City that the Work be accepted.

B. Field and Materials Testing. Where the Supplemental Conditions require Work to be specially field tested or approved, it shall be tested only in the presence of the Director after timely notice of its readiness for inspection and test, and the Work after testing shall be covered up only upon the consent thereto of the Director.

The results of any tests made are for the information of the Director. Regardless of any test results, the Contractor is solely responsible for the quality of workmanship and materials and for compliance with the requirements of the Drawings and Supplemental Conditions.

Except as specifically required under detailed materials Supplemental Conditions for shop testing and inspection, all tests of materials furnished by the Contractor where tests will be made by the Director will be done in accordance with commonly recognized standards of national organizations. The Contractor shall furnish such samples of all materials as required by the Director without charge. No material shall be used unless it has been favorably reviewed by the Director.

Where such inspection and testing are to be conducted by an independent Laboratory or agency, the sample or samples of materials to be tested shall be selected by such Laboratory or agency, or the Director, and not by the Contractor.

C. Costs of Testing.

1. Initial Services: The City shall furnish and pay for all initial testing services required by the Contract Documents. When initial tests indicate non-compliance with the Contract Documents, the cost of initial tests associated with that non-compliance will be deducted by the City from the balance owed the Contractor. The Contractor shall furnish samples of materials for testing as may be required by the Director. Such samples shall be furnished without cost to the City.

2. Retesting: When initial tests indicate non-compliance with the Contract Documents, all subsequent retesting occasioned by the non-compliance shall be performed by the same testing Laboratory and the cost thereof will be deducted by the City from the balance owed the Contractor.

Contractor shall be billed for each additional test.

3. Contractor Convenience Testing: Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

4. When in the opinion of the Director additional tests or inspections are required because of the manner in which the Contractor executes his Work, such tests and inspections shall be paid for by the City, but will be deducted from the Contract price. Examples of such tests and inspections are tests of materials substituted for previously accepted materials or substituted for specified materials, retests made necessary by failure of material to comply with the requirements of the Specifications, load tests made necessary because of portions of the structure not fully meeting Specifications or plan requirements, etc.

4-1.04 **CERTIFICATES OF COMPLIANCE.** A Certificate of Compliance shall be furnished prior to the use of any materials for which the Supplemental Conditions

require that such a Certificate be furnished. In addition, the Director may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The Certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the Supplemental Conditions. A Certificate of Compliance shall be furnished with each lot of such materials delivered to the Work and the lot so certified shall be clearly identified in the Certificate.

All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents and any such material not conforming to such requirements will be subject to rejection whether in place or not.

The Department reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.

The form of the Certificate of Compliance and its disposition shall be as directed by the Director.

SECTION 5

LEGAL RELATIONS AND RESPONSIBILITY

5-1.01 **LAWS TO BE OBSERVED.** The Contractor shall keep informed of and observe, and comply with and cause all of his or her agents and employees to observe and comply with, all prevailing Federal and State laws, and rules and regulations made pursuant to said Federal and State laws, and county and municipal ordinances, and regulations, which in any way affect the conduct of the Contract. If any conflict arises between provisions of the Contract and any such law above referred to, the Contractor shall notify the Director at once in writing. The Contractor shall protect and indemnify the City or any of its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, rule, or regulation, whether by him or herself or his or her agents or employees.

5-1.02 **HOURS OF LABOR.** Eight (8) hours labor constitutes a legal day's work. The Contractor or subcontractor shall, as a penalty to City, forfeit Twenty-five (\$25) Dollars for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that Work performed by employees of Contractors in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay, as provided in said Section 1815.

5-1.03 **NONDISCRIMINATION.**

A. Attention is directed to Labor Code Section 1735, which reads as follows:

"A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every Contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

B. During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, medical disability, medical condition, marital status, age, sex or sexual orientation. The Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0 et seq.) and other applicable State and Federal regulations pertaining to nondiscrimination and affirmative action which are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

C. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under the agreement.

5-1.04 **PREVAILING WAGE.** The Contractor shall comply with Labor Code Sections 1770 et seq. In accordance with said Section 1775 the Contractor shall forfeit as a penalty to the City Fifty Dollars (\$50) for each calendar day or portion thereof, for each worker paid less than the prevailing rates for such Work or craft in which such worker is employed for any public work done under the Contract by the Contractor or by any subcontractor under the Contractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated Prevailing Wage Rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated Prevailing Wage shall be paid to each worker by the Contractor or subcontractor.

Pursuant to the provisions of California Labor Code Sections 1773, the Department has identified the source, stated below, of the General Prevailing Rate of Wages applicable to the Work to be done, for straight time, overtime, and holiday Work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address:
<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>, which is a part of this Contract.

Pursuant to Labor Code Section 1773.2, General Prevailing Wage Rates set forth above, which forms a part of this Contract, shall be posted by the Contractor at a prominent place at the site of the Work.

Prevailing Wage Rates to be posted at the job site will be furnished by the Department.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the Prevailing Wage Rate set forth in

the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his or her Bid, and will not under any circumstances be considered as the basis of a claim against the City or Contract.

5-1.05 **TRAVEL AND SUBSISTENCE PAYMENTS:** [Reserved]

5-1.06 **PAYROLL RECORDS.** The Contractor's attention is directed to the following provisions of Labor Code Section 1776. The Contractor shall be responsible for the compliance with these provisions by his or her subcontractors.

A. Each Contractor and subcontractor shall keep accurate and current payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

B. The payroll records enumerated under subdivision A shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision A shall be made available for inspection or furnished upon request to a representative of the City, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations. The City reserves the right to withhold any progress payments to the Contractor in the event of noncompliance with the subsection.

(3) A certified copy of all payroll records enumerated in subdivision A shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

C. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.

D. Each Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within ten (10) Days after receipt of a written request.

E. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by the City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or subcontractor performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor- management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent the disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor

management committee reasonable attorney's fee and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

F. The Contractor shall inform the City of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

G. The Contractor shall have ten (10) Days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (a). In the event that the Contractor or subcontractor fails to comply with the ten (10) day period, the Contractor shall, as a penalty to the State or City, forfeit twenty-five (\$25) Dollars for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payment or final payment then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

5-1.07 **SAFETY.** It is the intent of the parties that the City is not an exposing, creating, controlling, or correcting employer under California Labor Code section 6400. In accordance with generally accepted construction practices and State law, the Contractor shall have the authority and be solely and completely responsible for conditions on the job site, including safety of all persons and property during performance of the Work. Moreover, the Contractor shall be the controlling employer and has the authority and responsibility to enforce worksite safety. The Contractor shall be responsible for conducting daily safety inspections and

assuring all hazards and violations are abated. The Contractor is responsible for assuring that all subcontractors adhere to the minimum CAL/OSHA safety requirements and that each subcontractor has an effective CAL/OSHA IIP (Illness and Injury Protection Program) in place that specifically addresses all potential exposures, such as, but not limited to, fall protection, confined space, and trenching/shoring. These requirements shall apply continuously and not be limited to normal working hours. The Contractor shall be responsible for any delay costs or damages in the event the progress of Work is slowed or stopped due to a safety violation.

Contractor shall inform CITY in advance of the quantity of chemical(s) to be used for the project and the total quantity of chemical(s) that will be brought onto City property. In addition, Contractor shall provide CITY with one copy of the Material Safety Data Sheet (MSDS) for each chemical expected to be used to complete the project.

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

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

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

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

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

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

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

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

5-1.08 **APPRENTICES.** Attention is directed to Labor Code Sections 1777.5, and 1777.7 and Title 8, California Code of Regulations Section 200 et seq. To insure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Contractor or subcontractor should, where some questions exist, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California, or one of its branch offices prior to commencement of Work on the public works Contract. Responsibility for compliance with this section lies with the prime Contractor.

It is State and City policy to encourage the employment and training of apprentices on public works Contracts as may be permitted under local apprenticeship standards.

5-1.09 **FAIR LABOR STANDARDS ACT.** Attention is invited to the fact that the City has been advised by the Wage and Hour Division, U.S. Department of Labor, that Contractors engaged in construction Work are required to meet the provisions of the Fair Labor Standards Act of 1958 and as amended (52 Stat. 1060).

5-1.10 **WORKERS' COMPENSATION.** Pursuant to the requirements of Labor Code Section 1860, the Contractor will be required to secure the payment of workers' compensation to his employees in accordance with the provisions of Labor Code Section 3700.

Prior to the commencement of Work, the Contractor shall sign and file with the Director a certification in the following form:

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

5-1.11 **AIR POLLUTION CONTROL AND ASBESTOS.** The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any Work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Government Code Section 11017.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the applicable Air Quality Management District. All containers of solvent, paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.

Unless otherwise provided in the Supplemental Conditions, material to be disposed of shall not be burned, either inside or outside the Premises.

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

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

5-1.12 **USE OF PESTICIDES.** The Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations and all other agencies which govern the use of pesticides required in the performance of the Work on the Contract.

Pesticides shall include but shall not be limited to herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellents.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weed, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered as pesticide.

5-1.13 **SOUND CONTROL REQUIREMENTS.** The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any Work performed pursuant to the Contract. Work shall not begin before 7 a.m. nor occur after 7 p.m.

Each internal combustion engine, used for any purpose on the Work or related to the Work, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

5-1.14 **ENVIRONMENTAL CLEARANCES: MITIGATION**

MONITORING PROGRAMS: AND REGULATORY AGENCY PERMIT

REQUIREMENTS. The Department will obtain all environmental clearances and other authorizations necessary for this project as set forth in the Contract Documents. The Contractor shall comply with the provisions, including giving notices during construction when required, of said authorizations. In the event the obtaining of said authorizations delays completion of all or any portion of the Work, an extension of time determined pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions will be granted.

Contractor shall comply with: 1) all mitigation identified in the mitigation monitoring program (attached to and adopted as a component of the mitigated negative declaration or Environmental Impact Report) to mitigate impacts to protected natural resources; and 2) all related permit requirements issued by the regulatory agencies authorizing the project. Contractor shall defend, indemnify, and save and hold harmless the CITY, its officers, agents, and employees from any fines, claims, suits, actions or regulatory sanctions of every name, kind and description brought forth, or on account of, damage to protected natural resources from or arising out of Contractor's negligence or willful misconduct in the performance of this Agreement.

5-1.15 **PERMITS AND LICENSES.** The Contractor shall procure all permits and licenses in coordination with the Director and give all notices necessary and incident to the due and lawful prosecution of the Work. All permits and licenses shall be obtained in sufficient time to prevent delays to the Work. All fees and connection charges specifically related to the Work shall be paid by City. The Contractor shall obtain and maintain a City business license.

5-1.16 **WATER POLLUTION.** The Contractor shall comply with all water pollution control rules, regulations, ordinances and statutes which apply to any Work performed

pursuant to the Contract, including any water pollution control rules, regulations, and statutes, specified by the most current State of California NPDES General Permit for Stormwater Discharges Associated with Construction Activity.

The Contractor shall take all necessary precaution to protect streams, vernal pools, ponds, and lakes from pollution with fuels, oils, bitumen, and other harmful materials as consistent with the law. Also, the Contractor shall conduct and schedule operations so as to avoid discharging pollutants, such as but not limited to: sediment and silt to the storm drain system. The storm drain system consists of all facilities that are designed to convey stormwater to the Waters of the State as defined in the California Water Code. The storm drain system includes, but is not limited to, all streets, gutters, drain inlets, roadside ditches, streams, vernal pools, ponds, and lakes.

5-1.17 **PROTECTION AND USE OF PROPERTY.** The Contractor shall be responsible for and provide and maintain all proper temporary walks, roads, guards, railings, lights, warning signs, and take precaution at all times to avoid injury or damage to any person or any property, and upon completion of the Work, or at other times as directed, restore Premises and adjacent property to a proper condition. In the event of such injury or damage, Contractor shall report such injury and damage to City within 48 hours of occurrence.

The Contractor shall protect adjoining property and nearby buildings, including City buildings, City roads, and public streets or roads, from dust, dirt, debris, or the nuisance arising out of the Contractor's operations or storage practices, and, if ordered by the Director, the Contractor shall provide and install suitable safeguards, approved by the Director, to protect such objects from damage. If such objects are damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense.

If the Contractor damages any buildings, roads or other property which belong to the City, or any Department or agency thereof, then the Director, at his or her option, may retain from the money due under the Contract an amount sufficient to insure repair of the damage.

The Director may make or cause to be made such temporary repairs as are necessary to restore to service any such damaged facility. The cost of such repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due the Contractor under the Contract.

5-1.18 **RESPONSIBILITY FOR DAMAGE.** The City of Roseville, its officers, agents, employees, and volunteers, including but not limited to the Director and the City Director, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person, either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, his or her workers, or anyone employed by the Contractor or the Contractor's subcontractors.

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

To the fullest extent allowed by law, the Contractor shall defend (through counsel acceptable to the City), indemnify, and save harmless the City of Roseville, and its officers, Directors, agents, subcontractors, employees, and volunteers from all claims, suits or actions of every name, kind and description, brought forth, or on account of, injuries to or death of any

person including, but not limited to, workers and the public, or damage to property resulting from the performance of the Contract, except as otherwise provided by statute. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Civil Code Section 2778.

The Contractor waives any and all rights to any type of express or implied indemnity against the City, its officers, agents, employees, or volunteers.

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

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

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

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

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

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

B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 7-1.05, "Partial Payments," of these General Conditions.

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

5-1.19 **INSURANCE COVERAGE.**

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

B. Qualifying Insurers. With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies licensed to do business in the State of California and who hold a current policy holders alphabetic and financial

size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.

C. Insurance Required. Commercial General Liability, automobile liability, and workers' compensation insurance shall be maintained as follows:

- | | | |
|----|---|--|
| 1. | Commercial General Liability for
Minor Construction Projects
(Projects under \$1,000,000) | \$2,000,000 each occurrence
\$4,000,000 aggregate
Personal Injury:
\$2,000,000 each occurrence
\$4,000,000 aggregate |
| | Commercial General Liability for
Major Construction Projects
(Projects over \$1,000,000) | \$5,000,000 each occurrence
\$10,000,000 aggregate
Personal Injury:
\$5,000,000 each occurrence
\$10,000,000 aggregate |

The Commercial General Liability policy shall include coverage or endorsements for:

- a. Completed operations.
- b. Losses related to independent contractors, products and equipment.
- c. Explosion, collapse and underground hazards.

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

- a. Inclusion of the City of Roseville, and its officers, agents, employees and volunteers, as additional insured (except for workers' compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the Insurance Services Office ("ISO") CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsements must include coverage for on-going and completed operations. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

b. Cross liability and severability of interest clauses providing that the insurance applies separately to each insured except with respect to the limits of liability.

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

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

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

f. Waiver of subrogation endorsement.

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

SPECIAL NOTICE - CLAIMS MADE COVERAGE:

Liability insurance coverage may not be written on a "claims made" basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

2. Comprehensive Automobile Liability for bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) combined single limits per accident, applicable to all owned, non-owned, and hired vehicles.

3. Statutory Workers' Compensation and Employer's Liability Insurance.

including a waiver of subrogation endorsement and a Broad Form "All-States" Endorsement; for all employees engaged in services or operations under the Contract. The employer's liability insurance shall provide limits of not less than One Million Dollars (\$1,000,000) per occurrence. Both the workers' compensation and employer's liability policies shall contain the Insurer's waiver of subrogation in favor of the City, its officers, agents, employees, and volunteers.

4. Builder's Risk/Course of Construction Insurance: The Contractor shall be

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

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

Builder's Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a

magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

5-1.19(A) **OTHER INSURANCE PROVISIONS.**

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

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

C. The Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor’s work. Furthermore, the Contractor shall require its subcontractors to agree to be bound to the Contractor and the City in the same manner and to the same extent as the Contractor is bound to the City under this

Contract. Additionally, the Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of the City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, the Contractor may insure subcontractor(s) under its own policy.

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

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

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

5-1.20 **THIRD PARTY BENEFICIARY.** Nothing in the Contract is intended to make the public or any member thereof a third party beneficiary hereunder, nor is any term

and condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

5-1.21 **OCCUPANCY BY THE DEPARTMENT PRIOR TO**

ACCEPTANCE. The Department reserves the right to occupy all or any part of the project prior to completion of the entire Contract, upon written order therefor. In such event, the Contractor will be relieved of responsibility for any injury or damage to such part as results from such occupancy and use by the Department. If the Contractor carries insurance against damage to such Premises or against liability to third persons covering the Premises so used and occupied by the Department, and of such occupancy results in increased premiums for such insurance, the Department will pay to the Contractor the added cost for such insurance during the period of occupancy.

Such occupancy does not constitute Acceptance by the Director either of the complete Work or of any portion thereof, nor will it relieve the Contractor of full responsibility for correcting defective Work or materials found at any time before the formal written Acceptance of the entire Contract by the Director or during the full guarantee period after such Acceptance, as provided in Section 7-1.09, "Guarantee," of these General Conditions.

5-1.22 **RIGHT TO OPERATE UNSATISFACTORY EQUIPMENT.** If, after installation, the operation or use of the facilities or equipment to be furnished under this Contract proves to be unsatisfactory to the Director, the City shall have the right to operate and use such facilities until they can, without damage to the City, be taken out of service for correction or replacement. Such period of use of the defective facilities, pending correction or replacement, shall in no way decrease the guarantee period required for the acceptable corrected or replaced items of materials or equipment.

5-1.23 **CONTRACTOR'S RESPONSIBILITY FOR THE WORK.** Except as

otherwise provided herein, the Contractor shall have the charge and care of the Work and shall bear the risk of injury or damage to any part of the Work by the action of the elements or from any other cause whether arising from the execution or from the nonexecution of the Work until the Acceptance of the Contract by the Director. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and Acceptance, and shall bear the expense thereof. In case of suspension of Work from any cause whatever, the Contractor shall be responsible for the Work and he shall also be responsible for all materials, and shall properly store them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

The Contractor will be relieved of responsibility for any injury or damage to the Work caused by the following:

A. An earthquake in excess of a magnitude of 3.5 on the Richter Scale or a tidal wave, when the effect of such has been proclaimed a disaster or state of emergency by the Governor of the State of California or by the President of the United States, or was of such magnitude at the site of the Work as to have been sufficient to have caused a proclamation of disaster or state of emergency, had it occurred in a populated area.

B. Occupancy and use by the Department or the public prior to the completion of the entire project.

C. Acts of the Federal Government or the public enemy.

5-1.24 **RESPONSIBILITY FOR UTILITIES.** The Contractor shall be responsible at his or her own cost for any and all Work, expense or special precautions caused or required by the existence or proximity of utilities encountered in performing the Work, including

without limitation, repair of any or all damage and all hand or exploratory excavation required. The Contractor is cautioned that such utilities may include communication cables or electrical cables which may be high voltage, and when working or excavating in the vicinity of such cables, or the ducts enclosing such cables, the Contractor shall observe at his or her own cost any special precautions required. Suitable warning signs, barricades, and safety devices shall be erected as necessary or required.

However, if during the course of the Work the Contractor encounters utility installations which are not shown or indicated in the Contract Documents or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination, then the Contractor shall promptly notify the Director in writing. Where necessary for the Work of the Contract, the Director shall issue a written order to the Contractor to make such adjustments, rearrangement, repair, removal, alteration, or special handling of such utility, including repair of the damaged utility. The Contractor shall perform the Work described in such written order, and compensation therefor will be made in accordance with Section 3 of these General Conditions relating to changes in the Work. Except for the items of cost specified in said Section 3, the Contractor shall receive no compensation for any other cost, damage delay, interference, or hindrance to him or her due to the presence of such utility. If the Contractor fails to give the notice specified above and thereafter acts without instructions for the Director, then he or she shall be liable for any or subsequent to discovery thereof, and he or she shall repair and make good such damage at his or her own cost.

The precise location of underground facilities can only be determined by careful probing or hand digging in compliance with Article 6 of the OSHA Construction Safety Orders which states in part:

"Prior to opening an excavation, effort shall be made to determine whether underground installations, i.e., sewer, water, fuel, electric lines, etc., will be encountered, and if so, where such underground installations are located. When the excavation approaches the approximate location of such an installation, the exact location shall be determined by careful probing or hand digging, and, when it is uncovered, adequate protection shall be provided for the existing installation."

The location of known existing utilities and pipelines are shown on the Drawings in their approximate locations. Some of the locations include multiple conduits. The Contractor shall exercise care in avoiding damage to those facilities which are to remain in service subsequent to the construction of the particular new facility involved and he or she will be held responsible for their repair if damaged. The Contractor shall also exercise care in maintaining those pipes and facilities required for continuing operation of the existing facilities until such time as they can be abandoned. There is no guarantee that all utilities or obstructions are shown or that the locations indicated are accurate.

The Contractor shall exercise extreme caution in working in the area adjacent to the existing pipelines and utility services. It is essential that all the existing facilities be maintained in service. Construction of the connections between the existing facilities and the new facilities shall be at times and during periods acceptable to the City. The Contractor shall advise the Director in writing of his proposed construction schedule for these connections at least forty-eight (48) hours in advance.

The Contractor shall uncover all piping and conduits, to a point one foot (1') below the pipe, where crossings, interferences, or connections are shown on the Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines

shall be laid to such grade as to clear all existing facilities which are to remain in service. If the Contractor does not expose all required utilities, he shall not be entitled to additional compensation for Work necessary to avoid interferences nor for repair to damaged utilities. Excavations around underground electrical ducts and conduits shall be performed using extreme caution to prevent injury or damage to workers and to the electrical ducts or conduits.

5-1.25 **PROPERTY RIGHTS IN MATERIALS.** Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the Work or soil or after partial payment has been made as provided in Section 7-1.05, "Partial Payment," of these General Conditions for material delivered on the ground or stored subject to or under the control of the City and unused. All such material shall become the property of the City upon being so attached or affixed or upon payment for materials delivered on the ground or stored subject to or under the control of the City and unused, as provided in said Section 7-1.05.

5-1.26 **COURT ORDERED DELAY.** If, pursuant to court order, the Department temporarily suspends performance of all or any portion of the Work, an extension of time determined pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions will be granted.

5-1.27 **NO PERSONAL LIABILITY.** Neither the Director, nor any other officer or authorized employee of the City shall be personally responsible for any liability arising under the Contract.

5-1.28 **PATENTS.** The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work, and agrees to indemnify and save harmless the City, and its duly authorized representatives, from all

suits at law, or in equity, and actions of every nature for, or on account of the use of any patented materials, equipment, devices or processes.

5-1.29 **PAYMENT OF TAXES.** The Contract price paid for the Work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the Department, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract.

5-1.30 **COOPERATION.** Should construction be under way by City forces or other forces or by other Contractors within or adjacent to the limits of the Work or should Work of any other nature be under way by such forces within or adjacent to said limits, the Contractor shall cooperate with all such forces to the end that any delay, interference or hindrance to their Work will be avoided. The right is reserved to perform other or additional Work at or near the site at any time, by the use of such forces.

5-1.31 **DIGGING TRENCHES OR OTHER EXCAVATIONS.** In the event any work involves digging trenches or other excavations that extend deeper than four feet below the surface City and Contractor shall comply with the following:

A. The Contractor shall promptly, and before the following conditions are disturbed, notify City in writing of any:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those made available to Contractor for inspection as provided in the project proposal.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the contract.

B. The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a Change Order under the procedures described in the contract.

C. In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

5-1.32 **CONTRACTOR REGISTRATION.** No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Contract, the Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

SECTION 6

PROSECUTION AND PROGRESS

6-1.01 **SUBLETTING AND SUBCONTRACTING.** The Contractor shall be responsible for all Work performed under the Contract. All persons engaged in the Work will be considered as employees of the Contractor. The Contractor shall give his or her personal attention to the fulfillment of the Contract and shall keep the Work under his or her control. When any subcontractor fails to prosecute a portion of the Work in a manner satisfactory to the Director, that subcontractor shall not again be employed on the Work. Although the sections of the Contract may be arranged according to various trades, or general grouping of the Work, the Contractor is not obligated to sublet the Work in such manner. The Director will not arbitrate disputes among subcontractors or between Contractor and one or more subcontractors concerning responsibility for performing any part of the Work.

The Contractor shall not substitute any person as subcontractor in place of a subcontractor listed on his bid proposal without the written approval of the Director. Substitutions must be in accordance with the provisions of the "Subletting and Subcontracting Fair Practices Act" beginning with Public Contract Code Section 4100. Violations of this Act by the Contractor may subject him or her to penalties which may include cancellation of Contract, assessment of ten percent (10%) of the subcontractor's bid, and disciplinary action by the State Contractors' License Board.

6-1.02 **ASSIGNMENT.** The performance of this Contract may not be assigned, except upon the written consent of the City Council of the City of Roseville. Consent will not be given to any proposed assignment which would relieve the original Contractor or his surety of

their responsibilities under the Contract nor will the Director consent to any assignment of a part of the Work under the Contract.

The Contractor may assign moneys due or to become due to him or her under the Contract and such assignment will be recognized by the Department, if given proper notice thereof, to the extent permitted by law, but any assignment of moneys shall be subject to all proper set-offs in favor of the Department and to all deductions provided for in the Contract and particularly all money withheld, whether assigned or not, shall be subject to being used by the Department for the completion of the Work in the event that the Contractor should be in default therein.

6-1.03 **BEGINNING OF WORK.** The Contractor shall begin Work within fifteen (15) Days after receiving Notice to Proceed from the Director and shall diligently prosecute the same to completion within the time limit provided in the Supplemental Conditions.

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

Should the Contractor begin Work in advance of receiving notice that the Contract has been approved as above provided, any Work performed by him or her in advance of the said date of approval shall be considered as having been done by the Contractor at his or her own risk and as a volunteer unless said Contract is so approved.

6-1.04 **PROGRESS SCHEDULE.**

A. **Preliminary Progress Schedule:** The Contractor shall submit to the Director, within twenty (20) Days after date of the Notice to Proceed, a Preliminary Progress

Schedule covering the Contractor's activities over the first three (3) months of operation in detail and the remainder of the project in summary. The Preliminary Progress Schedule shall schedule the project within the calendar Days set forth above for completion of the Work, and shall be subject to favorable review by the Director.

B. CPM Schedule: The Contractor shall submit an acceptable Critical Path Method (CPM) Schedule to the Director within thirty (30) Days after the receipt of the Notice to Proceed. Subsequent revisions to said schedule shall be submitted as set forth hereinafter. The requirement for the CPM schedule is included to allow for adequate planning and execution of the Work, to determine the critical nature of delays, and to assist the Director in appraising the reasonableness of the proposed schedule and evaluating progress of the Work. The CPM schedule submitted under this Section shall utilize a critical path method (CPM) format, either the precedence or arrow diagramming method. The definitions of CPM terms and functions shall be as provided in the Associated General Contractors of America book "CPM in Construction, A Manual for General Contractors," or a favorably reviewed alternative publication or reference. No progress payment will be made prior to submission and Acceptance of the CPM Schedule.

1. The CPM schedule system shall consist of diagrams and accompanying mathematical analyses. The diagrams shall show elements of the project in detail and an entire project summary. Diagrams shall show the order and interdependence of activities and sequence in which the Work is to be accomplished as planned by the Contractor. The basic concept of a network analysis diagram shall be followed to show how the start of a given activity is dependent on the completion of preceding activities and its completion restricts the start of following activities. Detailed network activities shall include, in addition to construction

activities, the submittal and favorable review of samples of material and shop Drawings, the procurement of critical materials and equipment, fabrication of special material and equipment, and their installation and testing. All activities of the City and the Director that affect progress and required Contract dates for completion of all or parts of the Work shall be shown. The selection and number of activities shall be subject to favorable review by the Director. Summary networks shall be time scaled. Durations shall be in Days and shall not exceed fifteen (15) Days, except for submittal and delivery items. Where the duration of continuous Work exceeds fifteen (15) Days, Work items in the construction schedule shall be subdivided by location, approximate stationing or other sub-element of the Work.

The graphic network diagram shall include for each activity, the description, activity number, the estimated duration in Days, and all activity relationship lines. The network diagram shall be drawn for the early start of activities. All significant submittals shall be scheduled along with manual submittals and training on all large or critical pieces of equipment. If the precedence technique is utilized, the schedule project shall include a calendar in Work Days, a network report sorted by early start and a logic table report sorted by preceding Work item. If the arrow technique is utilized, the schedule report shall include a calendar in Work Days, a network report sorted by early start, a network report sorted by I-J numbers, and a network sorted by slack time and I-J numbers.

2. The critical path shall be shown on all reports and on the graphic network diagram. The activities which constitute the critical path shall be identified.

3. The mathematical analysis of the network diagram shall include a tabulation of each activity. The following information shall be furnished as a minimum for each activity:

- (a) preceding and following event numbers
- (b) activity description and number
- (c) estimated duration of activities
- (d) earliest start date (by calendar date)
- (e) earliest finish date (by calendar date)
- (f) actual start date (by calendar date)
- (g) actual finish date (by calendar date)
- (h) latest start date (by calendar date)
- (i) latest finish date (by calendar date)
- (j) slack or float
- (k) percentage of activity completed

4. The program shall be capable of accepting revised completion dates as modified by approved time adjustments and recomputations of all tabulation dates and float accordingly.

5. Submission and review of the system shall be as follows:

- (a) The complete network analysis system, consisting of the detailed network mathematical analysis and network diagrams, shall be submitted within thirty (30) calendar Days after receipt of Notice to Proceed.
- (b) The Contractor shall participate in a review and evaluation of the proposed network diagrams and analysis by the Director. Any revisions necessary as a result of this review shall be resubmitted for review by the Director within ten (10) calendar Days. When completed, the favorably reviewed schedule shall then be the schedule to be used by the Contractor for planning, organizing

and directing the Work and for reporting progress. If the Contractor thereafter desires to make significant changes in his or her method of operating and scheduling, he or she shall notify the Director in writing stating the reasons for the change.

(c) The Contractor shall submit at monthly intervals a report of the actual construction progress. Each monthly report shall cover a period of approximately thirty (30) Days ending around the 20th of each month. The monthly reports shall be submitted within ten (10) calendar Days of the end of the reporting period.

(1) If the project is proceeding on schedule, the monthly update report may consist of a marked-up copy of the graphical network diagram. This submittal shall clearly indicate the status of any minor shifts in sequence or schedule and the estimated completion date or percent complete of all activities currently in progress. The Contract completion date shall also be indicated. The Contractor shall submit a narrative report relating to status of construction, the schedule, and factors which may affect the remainder of the schedule. The report shall show the activities or portions of activities completed during the reporting period. The report shall state the percentage of the Work actually completed and scheduled as of the report date and the progress along the critical path in terms of Days ahead or behind the allowable dates.

(2) If, in the opinion of the Director, the project is behind schedule, the monthly report shall include a revised network

diagram and/or mathematical analysis showing the Contractor's proposed revised schedule. An analysis of the effect that the delay has on progress along other paths shall also be included in the report. The Contractor shall also submit a narrative report with each updated analysis which shall include but not be limited to a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective actions taken or proposed.

(3) Periodic report shall be submitted in sufficient copies to cover Contractor needs plus five (5) copies and an available electronic copy to be retained by the Director.

6. To the extent that the favorably reviewed initial Construction Schedule, or revisions thereto, indicate anything not jointly agreed upon, it shall be deemed to be not favorably reviewed by the Director. Any omission of Work from the detailed schedule, otherwise required for Contract compliance, will not excuse the Contractor from completing such Work within any applicable completion date. The CPM schedule shall be generated by computer methods.

C. Schedule Review: Once each month, on a date mutually agreed upon, but no later than seven (7) working Days after the monthly schedule progress report date, a jobsite meeting will be held to review the Construction Schedule and job progress. The Contractor shall also attend weekly meetings scheduled by the Director to review the progress of the Work in the preceding week and in the subsequent week, coordinate the Work with public agencies or other Contractors as required, and allow the Director to plan his activities for testing, inspection, etc.

D. Schedule Revisions: The conditions under which the Director will require revisions of the Construction Schedule include the following:

1. When delay in completion of any Work item or sequence of Work items results in an estimated extension of project completion by either twenty (20) working Days or by ten percent (10%) of the remaining duration of time to complete the Contract, whichever is less.

2. When delays in submittals or deliveries make replanning or rescheduling of the Work necessary.

3. When the schedule does not represent actual prosecution and progress of the Work.

4. When any change to the sequence of activities, the completion date for major portions of the Work, or when changes occur which affect the critical path.

5. When Contract Amendments or a Change Order necessitates schedule revision, the Contractor shall submit a schedule analysis of all Change Order Work with his or her proposal.

E. Cash Flow Projection: A cash flow projection shall be submitted with the Construction Schedule. This cash flow projection shall be revised and resubmitted when revisions of the Construction Schedule will result in changes to the projected cash flow.

F. Schedules showing project completion dates earlier than specified in the Supplemental Conditions will be rejected unless justification can be provided for early completion.

6-1.05 **SCHEDULE OF VALUES.** Prior to preparation of the first estimate for a progress payment, the Contractor shall submit for favorable review by the Director a detailed

Schedule of Values or cost breakdown of the Work under each bid item awarded. The breakdown will then become the basis for partial payment determination. Elements of Work shall be grouped by structure, pipeline, system, etc. Within each grouping, Work should be itemized by readily measurable quantities of Work complete in place. For example, concrete should be in units of cubic yards including form Work and reinforcing steel. Move-on costs, bond and insurance costs, and Overhead costs shall not be considered an item of cost for this purpose but shall be prorated over items of Work. In the event the Schedule of Values is not favorable reviewed by the Director, another Schedule of Values shall be submitted that is mutually acceptable to the Contractor and the Director.

6-1.06 **TEMPORARY SUSPENSION OF WORK.** The Director shall have the authority to suspend the Work wholly or in part, for such period as he or she may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the Work, or for such time as he or she may deem necessary due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the Contract.

The Contractor shall immediately comply with the written order of the Director to suspend the Work wholly or in part. The suspended Work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the Director.

If a suspension of Work is ordered by the Director, due to normal inclement weather, or due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the Contract, the Days on which the suspension order is in effect shall not entitle the Contractor to an extension of time.

If any delay to the current controlling operation or operations is caused the Contractor by specific order of the Director to stop Work due to any reason other than those described in the preceding paragraph, and such suspension of Work is without the fault or negligence of the Contractor, such delay, if it affects construction tasks which are considered to be "controlling" on the construction schedule, will entitle the Contractor to an equivalent extension of time, except as otherwise provided in the paragraphs herein covering "Termination of Contract." Application for extension of time shall be presented in writing to the Director within fifteen (15) Days of start of delay and shall be accompanied by the formal consent of the Sureties, but an extension of time, whether with or without such consent, shall not release the Sureties from their obligation which shall remain in full force until the discharge of the Contract. The decision of the Director with regard to such requests shall be final.

In the event of a suspension of Work under any of the conditions set forth in this Section 6-1.06, such suspension of Work shall not relieve the Contractor of his or her legal responsibilities as set forth in these General Conditions.

6-1.07 **TIME OF COMPLETION.** The Contractor shall complete the entire Work, including installation, repairs, startup, troubleshooting, painting, and touchup, training, submittal or record Drawings, and manuals, cleanup, demolization, and all other Work within the number of calendar Days set forth in the Supplemental Conditions. The time for completion includes an allowance for working time lost due to normal inclement weather.

Extensions of time may be allowed for unusual inclement weather under the provisions hereinafter described. Unusual inclement weather is weather which adversely affects "controlling" operations or the critical path of construction and which meets one of the following criteria:

A. For the particular calendar month in question, the number of individual Days with rainfall exceeding 0.10 inches exceeds the average number of such Days for that month over the immediately preceding five (5) years of record by at least three (3) Days.

B. For the particular calendar month in question, the total cumulative rainfall for that month exceeds the average cumulative rainfall for that month over the immediately preceding five (5) years of record by at least two (2") inches.

Rainfall shall be measured at a publicly operated, maintained, and reported station in reasonable proximity to the construction site. A claim for delay shall indicate the period of rainfall which is claimed as "unusual," the specific dates during which the unusual rainfall and subsequent wet soil conditions prevented Work, and the specific critical path tasks adversely affected by such unusual weather. A claim for delay due to unusual inclement weather shall be filed within ten (10) Days of the apparent end of the unusual inclement rainfall period, whether or not the monthly totals are available at that time. The burden of proof that weather meets the criteria for unusual weather shall be solely the responsibility of the Contractor.

It is the responsibility of the Contractor to order materials required for the Work properly and promptly on Notice to Proceed. If evidence presented demonstrates that, in spite of the Contractor's efforts, government-established priorities controls delay material deliveries, suitable extension of time will be made.

If performance of extra Work ordered by the City or failure of the City to provide the necessary site for installation affects construction tasks which are "controlling" or which are on the "critical path" of the construction schedule, suitable extensions of time will be made.

The Contractor shall not be entitled to a time extension for delays in activities on non-critical paths of the favorably reviewed schedule unless the duration of the excusable delay

exceeds the total float of the activities being delayed. If the duration of an excusable delay does exceed the total float of the activities affected by the delay, the Contractor shall be entitled to an extension equal to the difference.

C. Determination that a day is a non-working day by reason of inclement weather or conditions resulting immediately therefrom, shall be made by the Director or their designee.

6-1.08 **LIQUIDATED DAMAGES.** It is agreed by the parties to the Contract that in case all the Work called for under the Contract in all parts and requirements is not finished or completed within the number of calendar Days as set forth in the Supplemental Conditions, damage will be sustained by the City and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City, the monetary amount indicated in the Supplemental Conditions in dollars (U.S.) per day for each and every calendar day of delay in finishing the Work in excess of the number of Days prescribed; and the Contractor agrees to pay said Liquidated Damages herein provided for, and further agrees that the Department may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract.

It is further agreed that in case the Work is not finished and completed in all parts and requirements within the number of Days specified, the Director shall have the right to increase the number of Days or not, as he or she may deem best to serve the interest of the City, and if he or she decides to increase the said number of Days, he or she shall further have the right to charge to the Contractor, his or her heirs, assigns or sureties and to deduct from the final payment for the Work all of any part, as he or she may deem proper, of the actual cost of

engineering, inspection, superintendence, and other Overhead expenses which are directly chargeable to the Contract, and which accrue during the period of such extension, except that cost of preparation of final statement shall not be included in such charges.

The Contractor will be granted an extension of time and will not be assessed with Liquidated Damages or the cost of engineering and inspection for any portion of the delay in completion of the Work beyond the time named in the Supplemental Conditions for the completion of the Work caused by acts of God or of the public enemy, fire, floods, tidal waves, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials, freight embargoes, and unusual inclement weather as described in Section 6-1.07; provided, that the Contractor shall notify the Director in writing of the causes of delay within fifteen (15) Days from the beginning of any such delay. The Director shall ascertain the facts and the extent of the delay, and his or her findings thereon shall be final and conclusive.

No extension of time will be granted for a delay caused by a shortage of materials unless the Contractor furnishes to the Director documentary proof that he or she has diligently made every effort to obtain such materials from all known sources within reasonable reach of the Work and further proof in the form of supplementary progress schedules, as required in Section 6-1.04, "Progress Schedule" of these General Conditions that the inability to obtain such materials when originally planned, did in fact cause a delay in final completion of the operations. Only the physical shortage of material will be considered under these provisions as a cause for extension of time.

If the Contractor is delayed in completion of the Work by reason of changes made under Section 3, "Changes in the Work," of these General Conditions or by any act of the Director or of the Department, not contemplated by the Contract, an extension of time commensurate with the

delay in completion of the Work thus caused will be granted and the Contractor shall be relieved from any claim for Liquidated Damages, or engineering and inspection charges or other penalties for the period covered by such extension of time; provided that the Contractor shall notify the Director in writing of the causes of delay within fifteen (15) Days from the beginning of any such delay. The Director shall ascertain the facts and the extent of the delay.

It is the intention of the above provisions that the Contractor shall not be relieved of liability for Liquidated Damages or engineering and inspection charges for any period of delay in completion of the Work other than that expressly provided for in this Section 6-1.08. Progress payments made after the completion date shall not be construed as a waiver of Liquidated Damages.

6-1.09 **CLAIMS FOR EXTRA COMPENSATION FOR DELAYS.** It is understood and agreed by the City and the Contractor that the Contractor will incur Overhead costs for temporary facilities, superintendence, home office Overhead, and similar cost items, and that the costs of such Overhead for the full Contract period through the specified completion date are included in the Contractor's lump sum bid amounts included in his accepted Proposal. No additional compensation will be made to the Contractor for claims of increased Overhead costs occurring within the originally specified construction Contract period plus any time extensions granted by Change Order.

6-1.10 **TERMINATION.**

6-1.10A **TERMINATION OF CONTRACT – “CONVENIENCE OF CITY.”**

The Department reserves the right to terminate the Contract at any time if the Director determines that to do so would be in the best interest of the City.

Termination of the Contract and the total compensation payable to the Contractor in the event of termination shall be governed by the following:

1. The Director will issue the Contractor a written notice signed by the Director, specifying that the Contract is to be terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the Director, the Contractor shall:

(a) Stop all Work under the Contract except that specifically directed to be completed prior to Acceptance.

(b) Perform Work the Director deems necessary to secure the project for termination.

(c) Remove equipment from the site of the Work.

(d) Take such action as is necessary to protect materials from damage.

(e) Notify all subcontractors and suppliers that the Contract is being terminated and that their Contracts or orders are not to be further performed unless otherwise authorized in writing by the Director.

(f) Provide the Director with an inventory list of all material previously produced, purchased or ordered from suppliers for use in the Work and not yet used in the Work, including its storage location, and such other information as the Director may request.

(g) Dispose of material not yet used in the Work as directed by the Director. It shall be the Contractor's responsibility to provide the City with good title to all materials purchased by the City hereunder, including material for which partial payment has been made as provided in Section 7-1.05, "Partial Payments,"

of these General Conditions and with bills of sale or other documents of title for such materials.

(h) Subject to the prior written approval of the Director, settle all outstanding liabilities and all claims arising out of subcontracts or orders for material terminated hereunder. To the extent directed by the Director, the Contractor shall assign to the Department all the right, title and interest of the Contractor under subcontracts or orders for materials terminated hereunder.

(i) Furnish the Director with the documentation required to be furnished by the Contractor under the provisions of the Contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the Contract.

(j) Take such other actions as the Director may direct.

2. Acceptance of the Contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:

The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Section 7-1.05, "Partial Payments," of these General Conditions and for materials furnished by the City for use in the Work and unused shall terminate when the Director certifies that such materials have been stored in the manner and at the locations he or she has directed.

The Contractor's responsibility for damage to materials purchased by the City subsequent to the issuance of the notice that the Contract is to

be terminated shall terminate when title and delivery of such materials has been taken by the City.

When the Director determines that the Contractor has completed the Work under the Contract directed to be completed prior to termination and such other Work as may have been ordered to secure the project for termination, he or she will recommend that the Director formally accept the Contract, and immediately upon and after such Acceptance by the Director, the Contractor will not be required to perform any further Work thereon and shall be relieved of his or her Contractual responsibilities for injury to persons or damage to property which occurs after the formal Acceptance of the project by the Director.

3. The total compensation to be paid to the Contractor shall be determined by the Director on the basis of the following:

(a) The reasonable cost to the Contractor, without profit, for all Work performed under the Contract, including mobilization, demobilization and Work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project Overhead and general administrative Overhead not to exceed a total of seven percent (7%) of Direct Costs of such Work.

(b) A reasonable allowance for profit on the cost of the Work performed as determined under Subsection (a), provided the Contractor establishes to the satisfaction of the Director that it is reasonably probable that he or she would have made a profit had the Contract be completed and

provided further, that the profit allowed shall in no event exceed four percent (4%) of said cost.

(c) The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the Department or otherwise disposed of as directed by the Director.

(d) A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the Contract.

All records of the Contractor and the Contractor's subcontractors, necessary to determine compensation in accordance with this Section shall be open to inspection or audit by representatives of the Department at all times after issuance of the notice that the Contract is to be terminated and for a period of three (3) years, and such records shall be retained for that period.

After Acceptance of the Work by the Director, the Director may make payments on the basis of interim estimates pending issuance of the Final Statement, when in his or her opinion the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Statement, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the Contract.

The provisions of this Section shall be included in all subcontracts.

6-1.10B

TERMINATION OF CONTROL - "DEFAULT OF

CONTRACTOR." Failure to supply an adequate working force, or material of proper quality, or in any other respect to prosecute the Work with the diligence and force specified by the Contract, is grounds for termination of the Contractor's control over the Work and for taking over the Work by the City. Contractor shall take such action as is reasonably necessary to protect materials from damage and safely secure the site, as directed by City.

SECTION 7

ACCEPTANCE AND PAYMENT

7-1.01 **ACCEPTANCE.** The Contract will be accepted by Resolution of the City Council of the City of Roseville, and a Notice of Completion will be caused to be recorded by the City Clerk, when the whole shall have been completed in all respects in accordance with the provisions of the Contract Documents to the full satisfaction of the Department.

7-1.02 **SCOPE OF PAYMENT.** The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed Work and for performing all Work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the Acceptance by the Director and for all risks of every description connected with the prosecution of the Work, also for all expenses incurred in consequence of the suspension or discontinuance of the Work as provided in the Contract; and for completing the Work according to the Contract. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective Work or material.

No compensation will be made in any case for loss of anticipated profits.

7-1.03 **NOTICE OF POTENTIAL CLAIM.** The Contractor shall not be entitled to the payment of any additional compensation for any act or failure to act by the Director, including failure or refusal to issue a Change Order, or for the happening of any event, thing, occurrence or other cause unless he or she shall have given the Director due written Notice

of Potential Claim as hereinafter specified, provided, however, that compliance with this Section 7-1.03 shall not be a prerequisite as to matters within the scope of the protest provisions in Section 3, "Changes in the Work," or Section 6-1.07, "Time of Completion," or the notice provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions.

The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The said Notice as above required must have been given to the Director prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Director, or in all other cases within fifteen (15) Days after the happening of the event, thing, occurrence or other cause giving rise to the potential claim.

It is the intention of this Section 7-1.03 that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Director at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he or she shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written Notice of Potential Claim as herein required was filed.

The claims process specified in this Section 7-1.03 does not supplant the requirement to present a statutory claim as required by the Government Claims Act, Cal. Gov't Code § 905, prior to the filing of an action.

7-1.04 **STOP PAYMENT NOTICES.** The City, by and through the Department or other appropriate office or officers, may at its option and at any time retain out of any amounts

due the Contractor, sums sufficient to cover claims, filed pursuant to Civil Code Section 9350 et seq..

7-1.05 **PARTIAL PAYMENTS.** The Contractor, once in each month shall prepare a request for partial payments, for approval by the Director. The estimate shall include the total amount of Work done and acceptable materials, provided such acceptable materials meet the conditions set forth in Section 7-1.06.

The Department shall retain five percent (5%) of such estimated value of the Work done and five percent (5%) of the value of materials so estimated to have been furnished, delivered and unused or furnished and stored as described in Section 7-1.06, as partial security for the fulfillment of the Contract by the Contractor.

The Department shall pay monthly to the Contractor, while carrying on the Work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the Contract. No such estimate or payment shall be required to be made when, in the judgment of the Director, the Work is not proceeding in accordance with the provisions of the Contract, or when in his or her judgment the total value of the Work done since the last estimate amounts to less than Three Hundred (\$300) Dollars.

No such estimate or payment shall be construed to be an Acceptance of any defective Work or improper materials.

Attention is directed to the express prohibition against payment to unlicensed Contractors, the provisions of which are set forth in Section 1-1.02, "Competency of Bidders," of the Instruction to Bidders.

7-1.06 **PAYMENT FOR MATERIALS AND EQUIPMENT ON HAND.**
Partial payments may be made to the extent of seventy-five percent (75%) of the delivered cost

of materials and equipment to be incorporated in the Work, provided that such materials meet the requirements of the Contract Documents and are delivered to acceptable sites on the plant site or at other sites in the vicinity that are acceptable to the City. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

A. Equipment and materials will only be eligible if given conditional or final Acceptance by the Director and are in apparent compliance with favorably reviewed shop Drawings.

B. Only equipment or materials which have received favorable review of shop Drawings will qualify.

C. The material or equipment has been stored or stockpiled adequately protected against damage in a manner acceptable to the Director at an approved site.

D. The Contractor has furnished the Director with acceptable evidence of the quantity and the quality of such stored or stockpiled materials or equipment with identification of where they will be incorporated in project with Specification reference.

E. The Contractor has furnished the Director with satisfactory evidence that the material and transportation costs have been paid.

F. The Contractor has furnished the City legal title (free of liens or encumbrances of any kind) and lien releases to the material or equipment so stored or stockpiled.

G. The Contractor has furnished the City evidence that the material or equipment so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the Work.

It is understood and agreed that the transfer of title and the City payment for such stored or stockpiled materials shall in no way relieve the Contractor of his or her responsibility for furnishing and placing such materials in accordance with the requirements of the Contract Documents.

In no case will the amount of partial payments for materials on hand exceed the Contract price for such materials or the Contract price for the Contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials or equipment in accordance with the provisions of this Section.

7-1.07 **PAYMENT OF WITHHELD FUNDS.** Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the Contract pursuant to 7-1.05 of General Conditions without any retention. If the Contractor so elects, he or she and a City approved escrow company shall execute a City form retention agreement in a form approved by the City Attorney and meeting all requirements imposed by the City Attorney (copies of which are available in the Office of the City Attorney) by which the Contractor shall deposit with the escrow company securities with a value equivalent to the retention which would otherwise be withheld by the City. Said security and agreement shall be as provided in California Public Contracts Code Section 22300, and shall be approved by the City both as to sufficiency and form.

7-1.08 **FINAL PAYMENT AND CLAIMS.** Final payment will be made within fifteen (15) working Days following the expiration of the thirty-five (35) calendar day lien

period. The start of this period is the date the County Recorder files the Notice of Completion. Notwithstanding the foregoing, the retention monies described in section 7-1.05, exclusive of stop payment notice withholds, shall be released in accordance with law.

7-1.09 **CLERICAL ERRORS.** Notwithstanding the provisions of Section 7-1.8 , "Final Payment and Claims," of these General Conditions, for a period of three (3) years after Acceptance of the Work, all estimates and payments made pursuant to said Section 7-1.08, are subject to correction for clerical errors in the calculations involved in the determination of quantities and payments. The Contractor and the City agree to pay to the other any sum due under the provisions of this Section 7-1.09, provided, however, if the total sum to be paid is less than \$100, no such payment shall be made.

7-1.10 **GUARANTEE.** The Contractor hereby unconditionally guarantees that the Work will be done in accordance with the requirements of the Contract, and further guarantees the Work of the Contract to be and remain free of defects in workmanship and materials for a period of one (1) year from the date of Acceptance of the Contract, unless a longer guarantee period is required by the Supplemental Conditions.

The Contractor hereby agrees to repair or replace any and all Work, together with any other adjacent Work which may be displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or material within the guarantee period specified, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

The Contractor further agrees, that within ten (10) calendar Days after being notified in writing by the Department of any Work not in accordance with the requirements of the Contract or of any defects in the Work, the Contractor will commence and prosecute with due diligence

all Work necessary to fulfill the terms of this guarantee, and to complete such Work within a reasonable period of time. In the event Contractor fails to comply, he or she does hereby authorize the Department to proceed to have such Work done at the Contractor's expense and the Contractor will honor and pay the cost and charges therefore upon demand. The Department shall be entitled to all costs and expenses, including reasonable attorney's fees, necessarily incurred upon the Contractor's refusal to honor and pay the above costs and charges.

Nothing in this section shall be construed to limit, relieve or release the Contractor's, subcontractor's and equipment supplier's liability to the City for damages sustained as the result of latent defects in the equipment furnished caused by the negligence of the supplier's agents, employees or subcontractors. Stated in another manner, the warranty contained in this section shall not amount to nor shall it be deemed to be a waiver by the City of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have against the supplier of the equipment to be furnished under the Contract Conditions for defective workmanship or defective materials or against the Contractor under the laws of this State pertaining to acts of negligence.

7-1.11 **WARRANTY OF TITLE.** No material, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all Work to deliver the Premises, together with all improvements and appurtenances constructed or placed thereon by him or her, to the City free from any claim, liens, security interest, or charges, and further agrees that neither the Contractor nor any person, firm, or corporation furnishing any

materials or labor for any Work covered by this Contract shall have any right to a lien upon the Premises or any improvement or appurtenances thereon. Provided, that this shall not preclude the Contractor from installing metering devices and other equipment of utility companies, the title of which is commonly retained by the utility company. In the event of the installation of any such metering device or equipment, the Contractor shall advise the City as to the legal owner thereof. Nothing contained in this Paragraph, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the City. The provisions of this Paragraph shall be inserted in all subcontracts and material Contracts, and notice of its provisions shall be given to all persons furnishing materials for the Work when no formal Contract is entered into for such materials.

[END OF GENERAL CONDITIONS]

SUPPLEMENTAL CONDITIONS

Project: WEST SIDE TANK AND PUMP STATION (PHASE 1)

CITY OF ROSEVILLE

Project: WEST SIDE TANK AND PUMP STATION (PHASE 1)

SUPPLEMENTAL CONDITIONS
FOR
BUILDINGS AND GROUNDS

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SCOPE OF SUPPLEMENTAL CONDITIONS

1. The Work shall be performed in accordance with the General Conditions and Department Standards, except as the General Conditions may be modified by the following additional City Standards, incorporated herein by this reference, if so indicated.

	COMMUNITY DESIGN GUIDELINES 311 Vernon Street, Roseville, CA 95678
	ELECTRIC SPECIFICATIONS 2090 Hilltop Circle, Roseville, CA 95747
	PARKS CONSTRUCTION STANDARDS 311 Vernon Street, Roseville, CA 95678
X	DESIGN AND CONSTRUCTION STANDARDS 311 Vernon Street, Roseville, CA 95678
	OTHER

Above documents are available at:

http://www.roseville.ca.us/gov/development_services/engineering_land_development/design_construction_standards.asp.

2. Numbering in these Supplemental Conditions conforms to that in the General Conditions. The existence of a section in these Supplemental Conditions means that the corresponding section in the General Conditions is modified in some respect. Unless otherwise specified, the modified General Condition is deleted entirely and the provisions of these Supplemental Conditions are substituted.

SECTION 1. DEFINITIONS AND TERMS

1-1.16 **DEPARTMENT.** Section 1-1.16 of the General Conditions is amended to include the following:

The Department for Contract Administration is the
Environmental Utilities Department of the City of Roseville.

1-1.26 Engineer or Architect: Section 1-1.26 of the General Condition is amended to the following:

Engineer. The Environmental Utilities Director or the duly authorized representative.

SECTION 2. CONTROL AND SCOPE OF WORK

2-1.04 **SUBMITTALS.** Section 2-1.04 of the General Conditions is amended to include the following:

The time allowed for review of each submittal is 14 days after receipt of the submittal by the Director.

SECTION 3. CHANGES IN THE WORK

3-1.01 Changes: Section 3-1.01 of the General Conditions is deleted in its entirety and replaced with the following:

The Department reserves the right to order changes in the Contract at any time prior to the Acceptance of the Work by the Director, and the Contractor shall comply with such order.

Department also reserves the right to use its own forces or to contract with others to accomplish changes in the Work at its discretion. Changes or deviations from the Contract shall not be made without authority in writing from the Director, and any changes to the Work without Director's written approval will be considered unauthorized Work and will not be paid for.

The Department reserves the right to make such alterations, deviations, additions to or deletions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work or to delete any item or portion of the work, as may be deemed by the Engineer to be necessary or advisable and to require such extra work as may be determined by the Engineer to be required for the proper completion or construction of the whole work contemplated.

Those changes will be set forth in a contract change order which will specify, in addition to the work to be done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for that work. A contract change order will not become effective until approved by the Engineer.

Upon receipt of an approved contract change order, the Contractor shall proceed with the ordered work. If ordered in writing by the Engineer, the Contractor shall proceed with the work so ordered prior to actual receipt of an approved contract change order. In those cases, the Engineer will, as soon as practicable, issue an approved contract change order for the ordered work.

When ordered by the Director, the Contractor shall halt Work in the area affected by a proposed change. Whenever it appears to the Contractor that a change is necessary, the Contractor shall immediately notify the Director of the reasons for such change; however, Work in the area affected shall not be discontinued unless ordered by the Director.

For any approved change in the Work, the Contractor shall be entitled to an adjustment in time equal to the number of Days which completion of the entire Work is delayed due to the changed Work. The Contractor's cost estimate for the changed Work shall state the amount of extra time, if any, that he or she considers should be allowed for making the requested change. Failure to request additional time when submitting such estimate shall constitute a waiver of the right to later claim any adjustment in time based upon changed Work. Disagreement as to time adjustments shall not affect Contract price adjustments, nor shall it be cause for not preceding with the changed work when ordered by the Director. The Contractor shall have the right, however, to further pursue a time adjustment in the event an agreement is not reached.

Changes in unit quantities consistent with the Measurement and Payment Section will not be considered a change in the work or Change Order.

SECTION 4. CONTROL OF MATERIALS

There are no amendments to the General Conditions.

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITY

5-1.11 **AIR POLLUTION CONTROL AND ASBESTOS.** Section 5-1.11 of the General Conditions is amended to include the following:

To the best of the City's knowledge, asbestos is not present in the vicinity of the Project. Additional information shall be made available to Contractor upon request.

SECTION 6. PROSECUTION AND PROGRESS

6-1.04 Progress Schedule: Section 6-1.04, paragraph A of the General Conditions is modified to delete the first sentence and replace with the following:

The Contractor shall submit to the Director, within ten (10) calendar days after date of the Notice to Proceed, a Preliminary Progress Schedule covering the Contractor's activities over the first thirty (30) calendar days of operation in detail and the remainder of the project in summary.

6-1.04 Progress Schedule: Section 6-1.04F of the General Conditions is amended to include the following:

Progress schedules showing project completion dates more than 30 Days earlier than specified in Section 6-1.07 shall be rejected.

6-1.07 Time of Completion: Section 6-1.07 of the General Conditions is amended to include the following:

The Contractor shall begin Work within 14 Days after receiving a notice to proceed and shall diligently prosecute the Work to completion. The Work shall be completed within 60 Days of the notice to proceed.

If landscaping plants require an establishment period, that period will be 60 calendar days. Start of the establishment should be as outlined in the technical specifications.

6-1.08 Liquidated Damages: Section 6-1.08 of the General Conditions is amended to include the following:

The amount of Liquidated Damages is the sum of \$3,300 per day.

SECTION 7: ACCEPTANCE AND PAYMENT

Section 7-1.02 of the General Conditions is amended to include the following:

Unless special payment is specifically provided in the Measurement and Payment Section, all incidental work and expense in connection with the Completion of Work Under the Contract will be considered a subsidiary obligation of the Contractor and all such costs shall be included in the appropriate items in the Bid Form in connection with which costs are incurred.

[END OF SUPPLEMENTAL CONDITIONS]

TEXT OF AB 626

ASSEMBLY BILL NO. 626, CHAPTER 810

TEXT OF AB 626

Assembly Bill No. 626 CHAPTER 810

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

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

LEGISLATIVE COUNSEL'S DIGEST

AB 626, Chiu. Public contracts: claim resolution.

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

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

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

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

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

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

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

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

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

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

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

SECTION 1.

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

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

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

(c) For purposes of this section:

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

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

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

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

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

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

(B) “Public entity” shall not include the following:

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

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

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

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

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

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

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

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

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

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

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section

20104.4 to mediate after litigation has been commenced.

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

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

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

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

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

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

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

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

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

SECTION 2.

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

SECTION 3.

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

TECHNICAL SPECIFICATIONS

Project: WEST SIDE TANK AND PUMP STATION (PHASE 1)

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SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 GENERAL

- A. Estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the Work and (b) for the purpose of comparing the bids submitted for the Work. The actual amounts of work completed and materials furnished under unit price items may differ from the estimated quantities. The basis of progress payments for work and materials will be the actual amount of work completed and materials furnished at that time. Contractor agrees to make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually completed and materials actually furnished and the estimated amounts therefore as long as the difference is within 25% (+ or -) of the stated quantities on the Bid Form.
- B. Contractor shall take all measurements, if any, and compute all payment quantities (including, for lump sum items, all extensions and arithmetic calculations based on the accepted cost breakdown). The City will verify and approve measurements and quantities.
- C. Additional Payment requirements are contained in Section 7, Acceptance and Payment, of the General Conditions.

1.02 UNITS OF MEASUREMENT

- A. Measurements shall be in accordance with United States Standard Measures.

1.03 UNIT PRICED ITEMS

- A. Materials and items of work which are to be paid for on the basis of measurement will be measured in accordance with the method stipulated in the particular sections involved. In determining quantities, all measurements shall be made in a horizontal plane unless otherwise specified. Measurement of the completed work shall be in accordance with, and by instruments and devices calibrated to United States Standard Measures, and the units of measurement for payment, and the limit thereof, shall be made as shown on the Plans, Specifications, General Conditions, and Supplementary Conditions and the Referenced City of Roseville Standards and Specifications.

1.04 LUMP SUM ITEMS

- A. The quantities of work performed under lump sum bid items will not be measured except to evaluate percent complete for each lump sum bid item as determined by the City to be necessary for the purpose of determining reasonable progress

payments. Such measurement, as is determined to be necessary, shall be performed by the Contractor and verified by the City, in accordance with Paragraph 1.03 of this Section, UNIT PRICED ITEMS.

PART 2 - DESCRIPTION OF BID ITEMS

2.01 GENERAL

- A. The Bid Amounts for each Bid Item will be used for comparative bid analysis. The Bid Amounts will also form the basis of progress payments.
- B. Each Lump Sum Bid Amount will undergo further breakdown as described later in this section.
- C. Bid Items are not intended to be exclusive descriptions of work categories and the Contractor shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid Item (work phase) as shown and specified.

2.02 BID ITEMS

- A. Bid Item 1: Mobilization, Demobilization, Bonds & Insurance – (Lump Sum)

Shall include but not be limited to, Contractor's participation in the assessment of preconstruction conditions and post construction damage assessment of the entire job site including project work described in the bid schedule to include preconstruction photographs; project signs; move in of equipment, tools, supplies, materials, and manpower to the job site; providing and furnishing Contractor's field office, power (including lighting for night work), telephone, water and sanitary facilities; erecting, maintaining, removing and transporting of the construction project information signs, flow barriers and fencing around storage and staging areas; dust control; daily clean up of job site; As Built Plans (submitted as a Final Deliverable to the City – refer to Section 01700 for complete requirements) move out; repairs and restoration (to their pre-project forms and/or state) of all structures, equipment, buildings and all other items in the jobsite that are damaged or altered as a result of the installation of all the work described in the Contract Documents, and final cleanup of job site after the project is completed and accepted by the City.

The lump sum amount bid shall be divided 65 percent for mobilization and 35 percent for demobilization, and shall be paid after the City has conducted inspections and approved all repairs and clean up and upon City's review and acceptance of the As-Built Plans which shall be updated to show all the work conducted as part of this Contract and submitted in both electronic and hard copy formats as specified in Section 01700.
- B. Bid Item 2: Site Preparation (Clearing & Grubbing) – (Lump Sum)

Including, but not limited to, review of existing drawings, maps and other sources of information and identify existing facilities at the site, to locate and protect, removal of debris, signs, shrubbery, certified arborist services, fencing, concrete, and drainage facilities; and the resetting of signs, fencing, barricades, pavement

markers; and the preservation and/or resetting of all survey monuments, and the protection of trees and shrubbery and other facilities not designated for removal or relocation; silt control; and the disposal of all debris, concrete and other materials not designated for resetting, replacement, restoration or protection, complete as specified in Contract Documents.

Clearing and grubbing shall conform to the provisions of the Site Preparation Specification.

Contractor will be paid the lump sum amount (as stated in the Schedule of Bid Items) proportionally to the work done within each payment cycle as verified by the City's Inspector.

C. Bid Item 3: SWPPP Compliance and Environmental Protection Plan – (Lump Sum)

The payment for the implementation of the SWPPP and the Environmental Protection Plan shall include full compensation for furnishing and paying for all labor, materials, tools, equipment, and incidentals for doing all the work involved in implementing the SWPPP per the requirements in Sections 01140 and 01570, executing, maintaining, removing, and disposing of control measures and BMPs per the USEPA Guidelines, and per Specification Section 01140, including but not limited to furnishing and installing erosion control blankets, hydromulch, fiber rolls, stabilized construction entrance; also including payment of all fines, citations, penalties and all other judgements that shall be imposed on and required of the Contractor in the event of any violation.

Contractor will be paid the lump sum amount (as stated in the Schedule of Bid Items) proportionally to the work done within each payment cycle as verified by the City's Inspector. No proportional payment shall be made for materials on the site but not yet installed.

D. Bid Item 4: Earthwork – (Unit Price, CY)

Excavation and removal of approximately 5,400 cubic yards of undesirable soil material per Contract Documents including but not limited to, protection of all existing facilities, dewatering, excavation, rough grading, compaction, inclusive of all construction conforming to applicable safety standards, including any necessary subsurface investigations, labor, tools, equipment, power, trucking and fuel for accomplishing all required work.

Earthwork quantity shall be determined by comparing a pre-excavation survey of the project surface to a post-excavation survey of project surface. Pre- and Post-excavation survey shall be performed by a licensed surveyor hired by the contractor. Surveys and Contractor's calculation of Earthwork shall be submitted to the City for review and approval.

Contractor shall be paid on the cubic yardage of material removed from the site (as demonstrated by the approved pre-excavation and post-excavation surveys) per Contract Drawings at the unit price listed in the Schedule of Bid Items.

E. Bid Item 5: Finish Grade – (Lump Sum)

Finish Grade shall be per Contract Documents and within a +/- 0.1 foot tolerance. Refer to Section 02300 for additional requirements.

Contractor will be paid the lump sum amount (as stated in the Schedule of Bid Items) proportionally to the work done within each payment cycle as verified by the City's Inspector.

F. Bid Item 6: Grade Ditch – (Unit Price, LF)

Grading approximately 370 linear feet of ditch to accomplish drainage from project site including but not limited to, protection of all existing facilities, support of any existing utilities, dewatering, trenching/excavation, inclusive of all construction conforming to applicable safety standards, including any necessary subsurface investigations, labor, tools, equipment, power, and fuel for accomplishing all required work.

Contractor shall be paid on the measured length of ditch graded and finished per Contract Drawings (as verified by the City's Inspector) at the unit price listed in the Schedule of Bid Items.

G. Bid Item 7: Traffic Control – (Lump Sum)

Including, but not limited to, traffic and pedestrian safety within the project limits for all project work identified in Contract Drawings, including traffic control plans (submitted to the Public Works, Engineering Department for review and approval); installation, maintenance and removal of temporary traffic control facilities including, but not limited to: cones, K-rails, fencing, barricades, signals, signs, flagmen, high level warning devices, flashing arrow signs and other temporary traffic control and public safety complete in place, as is required for the execution and completion of this Work for the entire project as shown in the Contract Documents.

Contractor will be paid the lump sum amount (as stated in the Schedule of Bid Items) proportionally to the work done within each payment cycle as verified by the City's Inspector.

END OF SECTION

SECTION 01140

ENVIRONMENTAL PROTECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Requirements for Environmental Protection. During the progress of the work, keep Contractor occupied work areas in a neat and clean condition and protect the environment both onsite and offsite, throughout and upon completion of the construction project.

1.02 SUBMITTALS

- A. Develop a detailed Environmental Protection Plan and submit to the Engineer for review and approval prior to the beginning of construction. Distribute the favorably reviewed plan to all employees and to all subcontractors and their employees. The Environmental Protection Plan shall include, but not be limited to, the following items:
 - 1. Copies of required permits.
 - 2. Proposed disposal sites.
 - 3. Copies of any agreements with public or private landowners regarding equipment, materials storage, borrow sites, fill sites, or disposal sites. Any such agreement made by the Contractor shall be invalid if its execution causes violation of local or regional grading or land use regulations.

1.03 MITIGATION OF CONSTRUCTION IMPACTS

- A. All operations shall comply with federal, state and local regulations pertaining to water, air, solid waste and noise pollution.
- B. Definitions of Contaminants:
 - 1. Sediment: Soil and other debris that have been eroded and transported by runoff water.
 - 2. Solid Waste: Rubbish, debris, garbage and other discarded solid materials resulting from construction activities, including a variety of combustible and non-combustible wastes, such as ashes, waste materials that result from construction or maintenance and repair work, leaves and tree trimmings.
 - 3. Chemical Waste: Includes petroleum products, bituminous materials, salts, acids, alkalis, herbicides, pesticides, disinfectants, organic chemicals and inorganic wastes. Some of the above may be classified as "hazardous."
 - 4. Sanitary Wastes:
 - a. Sewage: That which is considered as domestic sanitary sewage.

- b. Garbage: Refuse and scraps resulting from preparation, cooking, dispensing and consumption of food.
 - 5. Hazardous Materials: As defined by applicable laws and regulations. Undisclosed hazardous material contamination, if encountered will constitute a changed site condition. In the event that occurs, Contractor shall coordinate with Owner consistent with final EIR Mitigation Measure 4.9-1 as described in Section 1.03.D.
- C. Protection of Natural Resources:
- 1. General: It is intended that the natural resources within the project boundaries and outside the limits of grading performed under this Contract be preserved in their existing condition or be restored to an equivalent or improved condition upon completion of the work. Confine construction activities to areas defined by the public roads, easements, and work area limits shown on the Drawings. Return construction areas to their pre-construction elevations except where surface elevations are otherwise noted to be changed. Maintain natural drainage patterns except where surface drainage is otherwise noted to be changed. Conduct construction activities to avoid ponding stagnant water conducive to mosquito breeding.
 - 2. Land Resources:
 - a. Do not remove, cut, deface, injure or destroy trees or shrubs outside the work area limits. Do not remove, deface, injure or destroy trees within the work area without permission from the Engineer.
 - b. Temporary Construction:
 - 1) Obliterate all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other vestiges of construction as directed by the Engineer.
 - 2) Level all temporary roads, parking areas and any other areas that have become compacted or shaped.
 - 3) Any unpaved areas where vehicles are operated shall receive a suitable surface treatment or shall be periodically wetted down to prevent construction operations from producing dust damage and nuisance to persons and property, at no additional cost to the Owner.
 - 4) Keep haul roads clear of any object which creates an unsafe condition.
 - 5) Promptly remove any contaminants or construction material dropped from construction vehicles.
 - 6) Do not drop mud and debris from construction equipment on public streets.
 - 7) Sweep clean turning areas and pavement entrances as necessary.

- 8) Ensure no tracking occurs on City streets.
3. Water Resources:
 - a. Investigate and comply with all applicable federal, state and local regulations concerning the discharge (directly or indirectly) of pollutants to the City storm drain system and waters of the United States. Perform all work under this Contract in such a manner that any adverse environmental impacts are reduced to a level that is acceptable to the Engineer and regulatory agencies.
 - b. Oily Substances:
 - 1) Special measures shall be taken to prevent oily or other hazardous substances from entering the ground, drainage areas or local bodies of water in such quantities as to affect normal use, aesthetics or produce a measurable impact upon the area.
 - 2) Any soil or water which is contaminated with oily substances due to the Contractor's operations shall be disposed of in accordance with applicable regulations consistent with final EIR Mitigation Measure 4.9-1 as described in Section 1.03.D.
 - c. Chlorinated Water:
 - 1) Take special measures to prevent chlorinated water from entering the ground or surface waters.
 - 2) De-chlorinate chlorinated water prior to discharge.
4. Cultural Resources:
 - a. The project does not pass through any known archaeological sites. However, it is conceivable that unrecorded archaeological sites could be discovered during the construction.
 - b. In the event that artifacts, human remains, or other cultural resources are discovered during excavations at locations of the Work, the Contractor shall protect the discovered items, notify the Engineer, and comply with applicable law consistent with final EIR Mitigation Measure 4.8-1 as described in Section 1.03.D.
5. Dust Control, Air Pollution and Odor Control:
 - a. Employ measures to prevent the creation of dust, air pollution and odors consistent with final EIR Mitigation Measure 4.4-1 and 4.4-3 as described in Section 1.03.D.
 - b. Comply with Placer County Air Pollution Control District's (PCAPCD) rules and regulations.
 - c. Unpaved areas where vehicles are operated shall be periodically wetted down or given an equivalent form of treatment, to eliminate dust formation.

- d. Store all volatile liquids, including fuels or solvents in closed containers and provide secondary containment as needed.
 - e. No open burning of debris, lumber or other scrap will be permitted.
 - f. Properly maintain equipment to reduce gaseous pollutant emissions.
6. Construction Storage Areas:
- a. It is the responsibility of the Contractor to secure a storage area for Contractor use. Storage of construction equipment and materials shall be limited to the designated Contractor's storage area.
 - b. Oil wastes (from equipment, etc.) shall not be allowed to flow onto the ground or into surface waters.
 - c. Containers shall be required at the construction site for the disposal of materials such as paint, paint thinner, solvents, motor oil, fuels, concrete wash water, resins and other environmentally deleterious substances.
 - d. No dumping of surplus concrete or grout on the site will be permitted.
7. Sanitation:
- a. During the construction period, provide adequate and conveniently located chemical sanitation facilities, properly screened, for use of construction crews.
 - b. Facilities shall be placed behind sidewalks and at least fifty (50) feet from any drainage ditch, drain inlet, or water way.
 - c. Facilities shall be regularly maintained.
8. Fire Prevention:
- a. Take steps to prevent fires including, but not limited to:
 - 1) Provide spark arrestors on all internal combustion engines.
 - 2) Store and handle flammable liquids in accordance with the Flammable and Combustible Liquids Code, NFPA 30.
 - 3) Provide fire extinguishers at hazardous locations or operations, such as welding.
9. Erosion and Sediment Transport Control:
- a. Keep disturbed areas to the minimum necessary for construction.
 - b. Keep runoff away from disturbed areas during construction.
 - c. Trap sediment before it leaves the site, using such techniques as check dams, sediment ponds, or siltation fences.
 - d. Confine earthwork operations to dry periods, whenever possible. If earthwork needs to be scheduled for a wet period, ensure that erosion and sediment transport control measures are ready for implementation prior to the onset of the storm.
 - e. Stabilize disturbed areas as quickly as possible.

- f. Note that waterways under the jurisdiction of governmental agencies other than the City of Roseville may be subject to additional erosion and sediment control measures or criteria and it is the responsibility of the Contractor to obtain and adhere to these additional requirements.

D. Environment Impact Report (EIR) Mitigation Measures

1. The following West Roseville Specific Plan (WRSP) EIR Mitigation Measures shall be implemented:

- a. 4.4-1 Dust Control

- 1) After review and approval by the PCAPCD, the developer, if required, shall apply approved chemical soil stabilizers according to manufacturer's specifications, to all inactive construction areas (previously graded areas which remain inactive for 96 hours).
- 2) Reduce traffic speeds on all unpaved surfaces to 15 miles per hour or less.
- 3) Create a dust control plan.
- 4) No open burning of vegetation during project construction.
- 5) Reestablish ground cover as soon as possible after construction.
- 6) Suspend grading activities when winds exceed 25 mph.

- b. 4.4-3 Reduction of Construction Emissions

- 1) The prime contractor shall submit to the PCAPCD a comprehensive inventory (i.e., make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower or greater) that will be used an aggregate of 40 or more hours for the construction project. District personnel, with assistance from the California Air Resources Board, will conduct initial Visible Emission Evaluations of all heavy-duty equipment on the inventory list.
- 2) An enforcement plan shall be established by the contractor in conjunction with the air district to weekly evaluate project-related on-and-off- road heavy-duty vehicle engine emission opacities, using standards as defined in California Code of Regulations, Title 13, Sections 2180–2194. An Environmental Coordinator, CARB-certified to perform Visible Emissions Evaluations (VEE), shall routinely evaluate project related off-road and heavy-duty on-road equipment emissions for compliance with this requirement. Operators of vehicles and equipment found to exceed opacity limits will be notified and the equipment must be repaired within 72 hours.

- 3) Contractors shall provide a plan for approval by the PCAPCD demonstrating that the heavy-duty (>50 horsepower) off-road vehicles to be used in the construction project, including owned, leased and subcontractor vehicles, will achieve a project-wide fleet average 30 percent NOx reduction and 45 percent particulate reduction compared to the most recent CARB fleet average. Acceptable options for reducing emissions may include use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, and/or other options as they become available.
 - 4) Minimize idling time to 10 minutes.
 - 5) Use low sulfur fuel for stationary construction equipment, if feasible.
 - 6) Utilize existing power sources (e.g., power poles) or clean fuel generators rather than temporary power generators.
 - 7) Use low emission on-site stationary equipment.
- c. 4.7-6 Avoid Nesting Sites
- 1) To ensure that fully protected bird and raptor species are not injured or disturbed by construction in the vicinity of nesting habitat, implement the following measures:
 - a) When feasible, all tree removal shall occur between August 30 and February 15 to avoid the breeding season of any raptor species that could be using the area, and to discourage hawks from nesting in the vicinity of an upcoming construction area. This period may be modified with the authorization of the California Department of Fish and Wildlife (CDFW); or
 - b) Prior to the beginning of mass grading, including grading for major infrastructure improvements, during the period between February 15 and August 30, all trees and potential burrowing owl habitat within 350 feet of any grading or earthmoving activity shall be surveyed by the City for active raptor nests or burrows by a qualified biologist no more than 30 days prior to disturbance. Biologist will be hired by the City. If active raptor nests or burrows are found, and the site is within 350 feet of potential construction activity, a fence shall be erected around the tree or burrow(s) at a distance of up to 350 feet, depending on the species, from the edge of the canopy to prevent construction disturbance and intrusions on the nest area. The appropriate buffer

shall be determined by the City in consultation with CDFW.

- c) No construction vehicles shall be permitted within restricted areas (i.e., raptor protection zones), unless directly related to the management or protection of the legally protected species.
- d) In the event that a nest is abandoned, despite efforts to minimize disturbance, and if the nestlings are still alive, the City shall contact CDFW and, subject to CDFW approval, fund the recovery and hacking (controlled release of captive reared young) of the nestling(s).
- e) If a legally protected species nest is located in a tree designated for removal, the removal shall be deferred until after August 30th, or until the adults and young of the year are no longer dependent on the nest site as determined by a qualified biologist.
- f) The City will conduct a pre-construction survey within the phases of the project site that are scheduled for construction activities. The survey shall be conducted by a qualified biologist to determine if burrowing owls are occupying the project site. The survey shall be conducted no more than three weeks prior to grading of the project site. If the above survey does not identify burrowing owls on the project site, then no further mitigation would be required. However, should burrowing owls be found on the project site, the following measures shall be required:
- g) Avoid all potential burrowing owl burrows that may be disturbed by project construction during the breeding season between February 15 and August 30 (the period when nest burrows are typically occupied by adults with eggs or young). Avoidance shall include the establishment of a 350-foot diameter nondisturbance buffer zone around any occupied burrows. The buffer zone shall be delineated by highly visible temporary construction fencing. Disturbance of any occupied burrows shall only occur outside of the breeding season (August 30 through February 15).
- h) Based on approval by the CDFW, preconstruction and nonbreeding season exclusion measures may be implemented to preclude burrowing owl occupation of the project site prior to project related disturbance

(such as grading). Burrowing owls may be passively excluded from burrows in the construction area by placing one-way doors in the burrows according to current CDFW protocol. The one-way doors must be in place for a minimum of three days. All burrows that may be occupied by burrowing owls, regardless of whether they exhibit signs of occupation, must be cleared. Burrows that have been cleared through the use of the one-way doors shall then be closed or backfilled to prevent owls from entering the burrow. The one-way doors shall not be used more than two weeks before construction to ensure that owls do not recolonize the area of construction.

d. 4.8-1 Cease Work and Consult with Qualified Archaeologist

- 1) Should any cultural resources, such as structural features, any amount of bone or shell, artifacts, human remains, or architectural remains be encountered during any subsurface development activities, work shall be suspended within 100 feet of the find, and the City of Roseville shall be immediately notified. At that time, the City shall coordinate any necessary investigation of the site with qualified archaeologists as needed to assess the resource and provide proper management recommendations.
- 2) Possible management recommendations for important resources could include resource avoidance or data recovery excavations. The Contractor shall implement any measures deemed necessary for the protection of the cultural resources.
- 3) In addition, pursuant to section 5097.98 of the State Public Resources Code, and section 7050.5 of the State Health and Safety Code, in the event of the discovery of human remains, the County Coroner shall be immediately notified. If the remains are determined to be Native American, guidelines of the Native American Heritage Commission shall be adhered to in the treatment and disposition of the remains.

e. 4.8.10 Cease Work Until Review Conducted by Qualified Paleontologist and Recommendations Implemented.

- 1) Should any evidence of paleontological resources (e.g., fossils) be encountered during grading or excavation, work shall be suspended within 100 feet of the find, and the City of Roseville shall be immediately notified. At that time, the City shall coordinate any necessary investigation of the site with a qualified paleontologist to assess the resource and provide proper management recommendations.

- 2) Possible management recommendations for important resources could include resource avoidance or data recovery excavations. The contractor shall implement any measures deemed necessary by the paleontologist for the protection of the paleontological resources.
- f. 4.9-1 Identify and Remediate Soil Contamination
- 1) If evidence of soil contamination is encountered in previously unidentified locations in the WRSP Area, work shall cease until the area can be tested, and, if necessary, remediated.
 - 2) Remediation activities could include removal of contaminated soil and/or on-site treatment.
 - 3) As part of this process, the City shall ensure that any necessary investigation and/or remediation activities conducted in the WRSP Area are coordinated with the Roseville Fire Department, Placer County Division of Environmental Health, and, if needed, other appropriate state and/or local agencies.
 - 4) Once a site is remediated, construction may continue. The City shall also continue to update its records concerning contamination or hazards that could be present at facilities or sites adjacent to WRSP Area, and take necessary action to ensure that the health and safety of the public is protected.

1.03.D.1.f.4.a.1

1.04 RESPONSIBLE PARTY

- A. The Contractor shall comply with all environmental pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Contract (Refer to General Conditions Section 5 and Section D. Environmental Impact Report Mitigation Measures for additional requirements). In the event of any violations, Contractor shall be fully responsible for all fines, citations, penalties and all other judgements that shall be imposed.

PART 2 - PRODUCTS

2.01 INLET FILTERS

- A. Drain inlet filters may be employed.
- B. Horizontal mesh filters attached to the top of or below the drain inlet grate shall not be allowed.
- C. Only high flow volume, bag type filters or others as approved by the City of Roseville, Construction Inspector shall be used.

2.02 EROSION CONTROL BLANKETS

- A. Straw or curled wood fiber blanket between jute netting

- B. Biodegradable, containing no plastic
- C. Contains no weed seeds
- D. Refer to Sheet C-02 of Contract Drawings for placement requirements

2.03 STRAW WATTLES

- A. 100% biodegradable, containing no plastic
- B. Wrapped in medium weight natural burlap

2.04 HYDROMULCH

- A. Mixture of shredded wood fiber, water and tackifier.
 - 1. Wood fiber
 - a. Thermally processed and free of weed or plant seeds.
 - b. Colored with green dye tracer so applied mulch is easily visible
 - c. Produce a uniform slurry when mixed with water and not be toxic to plants or wildlife.
 - d. Apply at 2000 pounds per acre.
 - 2. Tackifier
 - a. Water soluble and, upon drying, will form a stable, nonflammable plastic film with a one-year effective life.
 - b. Non-toxic to plants and wildlife.
 - c. Apply at 150 pounds per acre.

PART 3 - EXECUTION

3.01 DISPOSAL OPERATIONS

- A. Solid Waste Management:
 - 1. Supply solid waste transfer containers. Daily remove all debris such as spent air filters, oil cartridges, cans, bottles, combustibles and litter. Take care to prevent trash and papers from blowing onto adjacent property. Encourage personnel to use refuse containers. Convey contents to a sanitary landfill.
 - 2. Washing of concrete containers without Contractor having a washout facility or system in place will not be permitted. Concrete on bare soil is prohibited. Remove any excess concrete to the sanitary landfill.
- B. Chemical Waste and Hazardous Materials Management:
 - 1. Furnish containers for storage of spent chemicals used during construction operations. Provide secondary containment. Dispose of chemicals and hazardous materials in accordance with applicable regulations.
- C. Garbage:

1. Store garbage in covered containers, pick up daily and dispose of in a sanitary landfill.
- D. Dispose of vegetation, weeds, rubble, and other materials removed by the clearing, stripping and grubbing operations off site at a suitable disposal site in accordance with applicable regulations.
- E. Excavated Materials:
 1. Native soil complying with the requirements of Section 02202, Earthwork, may be used for backfill, fill and embankments as allowed by that section.
 2. Spoil Material:
 - a. Remove all material which are excavated in excess of that required for backfill, and such excavated material which is unsuitable for backfill, from the site and dispose of offsite in accordance with applicable regulations.
 - b. No additional compensation will be paid to the Contractor for such disposal. Include all such costs in the lump sum prices bid for the project.
 - c. Remove rubbish and materials unsuitable for backfill immediately following excavation. Remove material in excess of that required for backfill immediately following backfill operations.
 - d. Rubbish shall consist of all materials not classified as suitable materials or rubble and shall include shrubbery, trees, timber, trash and garbage.

END OF SECTION

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SECTION 01505

MOBILIZATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Mobilization includes obtaining all permits; moving onto the site all plant and equipment; furnishing and erecting plants, temporary buildings, and other construction facilities; and implementing security requirements; all as required for the proper performance and completion of the Work. Mobilization includes, at a minimum, the following principal items:
 - 1. Moving onto the site of all Contractor's equipment required for installing the work.
 - 2. Installing temporary construction power, wiring, and lighting facilities.
 - 3. Establishing fire protection system.
 - 4. Developing construction water supply.
 - 5. Providing on-site sanitary facilities and potable water facilities.
 - 6. Arranging for Contractor's work/staging area and storage yard.
 - 7. Obtaining all required permits.
 - 8. Having all OSHA required notices and establishment of safety programs.
 - 9. Having the Contractor's superintendent at the job site full time.
 - 10. Submitting initial submittals.
 - 11. Delineating working limits identified in the plans.
 - 12. Obtaining additional easements for mobilization, staging, and operations.
- B. Contractor shall not mobilize until the Notice of Intent (NOI) is approved and the Waste Discharge identification number (WDID) issued by the State Water Resources Control Board as described in Section 01570.

END OF SECTION

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SECTION 01570

STORM WATER QUALITY CONTROLS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Requirements for compliance with the General Permit for Discharges of Storm Water Associated with Construction Activity in the State of California.

1.02 REQUIREMENTS

- A. Dischargers whose projects disturb 1 or more acres of soil or whose projects disturb less than 1 acre but are part of a larger common plan of development that in total disturbs 1 or more acres, are required to obtain coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity Construction General Permit Order 2009-0009-DWQ adopted on September 2, 2009. Construction activity subject to this permit includes clearing, grading and disturbances to the ground such as stockpiling, or excavation.
- B. The appropriate Regional Water Quality Control Board (RWQCB) enforces the General Permit. Coverage under a General Permit requires the electronic filing of all Permit Registration Documents (PRDs), Notices of Termination (NOT), changes of information, annual reporting and other compliance documents through the State Water Board's Storm water Multi-Application and Report Tracking System (SMARTS) website.
- C. Construction activity includes, but is not limited to: clearing, grading, demolition, excavation, construction of new structures, pipelines and reconstruction of existing facilities involving removal and replacement that results in soil disturbance. This includes construction access roads, staging areas, storage areas, stockpiles, and any off-site areas which receive run-off from the construction project such as discharge points into receiving waters.
- D. While the City will be responsible to the RWQCB for compliance with the permit, the City will require the Contractor to provide the compliance activities required insofar as they would potentially affect the Contractor's methods and means of performing the Work.
- E. If a violation of the permit is due to the Contractor's actions or inactions and a fine is assessed, the Contractor shall be responsible for the fine.
- F. A copy of the Fact Sheet for the General Permit is available on the SWRCB website at: http://www.swrcb.ca.gov/water_issues/programs/stormwater/.
- G. Contractor to comply with the City of Roseville's municipal separate storm sewer system (MS4) Stormwater Management Program.

1.03 RESPONSIBILITIES

A. City's Responsibilities

1. A City staff person will be designated the Legally Responsible Person (LRP) who will electronically file Permit Registration Documents (PRDs) prior to commencement of construction activity.
2. PRDs will be filed by the City but may be prepared by others. PRDs consist of:
 - a. Notice of Intent (NOI)
 - b. Risk Assessment
 - c. Site Map
 - d. Storm Water Pollution Prevention Plan (SWPPP)
 - e. Annual Fee
 - f. Signed Certification Statement
3. A City staff person will be the Legally Responsible Person (LRP) who will electronically file the following documents which may be prepared by others:
 - a. Notices of Termination (NOT)
 - b. Changes of Information
 - c. Annual Reporting
 - d. Other Compliance Documents
4. City's consultant will prepare and file the SWPPP.
5. City will pay fees associated with filing NOI and annual reports.

B. Contractor's Responsibilities

1. Implement the SWPPP.
2. Comply with the SWRCB, RWQCB, County, City and other local agency requirements regarding stormwater management, inspection and monitoring.
3. Be responsible for meeting the requirements of the General Permit except as specifically noted otherwise herein.
4. Submit all documents and reports in electronic format suitable for the City to upload to the SMARTS website.
5. Provide all information requested by the Engineer to complete the NOI.
6. Make the SWPPP available at the construction site during working hours, and make it available upon request by a State or Municipal worker.
7. Designate a Qualified SWPPP Practitioner (QSP)
 - a. Ensure all BMPs are implemented by a QSP.
 - b. QSP is responsible for non-storm water and storm water visual observations, sampling and analysis.

- c. QSP shall meet the certification requirements of Section VII of the General Permit. .
- 8. Install, construct, implement, monitor, maintain and remove upon completion all of the BMPs and other pollution prevention measures.
- 9. Implement the Rain Event Action Plan identified in the SWPPP 24 hours in advance of any the predicted precipitation event.
- 10. Implement the Construction Site Monitoring Plan (CSMP) developed in the SWPPP for the specific Risk Level of the project. Retain records of all monitoring information and copies of all reports and submit to the [City].
- 11. Submit to the City all Non-Compliance reporting required by the General Permit including but not limited to:
 - a. Numeric Action Level (NAL) exceedances.
 - b. Numeric Effluent Limitation (NEL) Violation Report.
 - c. Self-reporting of any other discharge violations
 - d. Discharges which contain a hazardous substance in excess of reportable quantities established in 40 CFR §§ 117.3 and 302.4, unless a separate NPDES Permit has been issued to regulate those discharges.
- 12. Prepare the annual compliance report and submit to the City 15 days prior to September 1 of each year. Annual report shall comply with the requirements of Section XVI – Annual Reporting Requirements of the General Permit including but not limited to:
 - a. Sampling and analysis results including laboratory reports, analytical methods and reporting limits and chain of custody forms;
 - b. Corrective actions and compliance activities, including those not implemented;
 - c. Violations of the General Permit;
 - d. Date, time, place, and name(s) of the inspector(s) for all sampling, inspections, and field measurement activities;
 - e. Visual observation and sample collection exception records; and
 - f. Training documentation of all personnel responsible for General Permit compliance activities.
- 13. Provide the Engineer the names and 24-hour phone numbers for parties responsible for implementing, monitoring, inspecting and maintaining the SWPPP.
- 14. Contractor shall be bound to the conditions on the Notice of Intent (NOI) that will be filed by the City and will be responsible for all costs associated with the implementation of the Plan including fines, damages and job delays incurred due to failure to implement the requirements of the General Permit.

15. Notify the Engineer immediately following a request from any regulatory agency to enter, inspect, sample, monitor or otherwise access the Project Site or its records.
16. Take the proper actions to prevent stormwater coming into contact with contaminants and sediments from migrating offsite or entering storm sewer drainage systems. Take immediate action if directed by the Engineer or if the Contractor observes contaminants and/or sediments entering the storm drainage system, to prevent further stormwater from entering the system.
17. Provide information and certification to the Engineer as necessary to complete the NOT.
 - a. Only biodegradable wattles containing no plastic can remain on a site applying for a NOT. Wattles containing plastic netting (including plastic specified as photo-degradable) are considered “construction materials and waste” by the State and must be disposed of.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 FINAL CLEANUP

- A. Prior to Final Inspection, clean the entire construction area and all other areas affected by the performance of work under this Contract. Perform cleaning using personnel specializing in and skilled in cleaning and maintenance work. Perform repair work using personnel skilled in executing the type of work being repaired. Perform all work to the highest trade standards applicable to that type of work.
1. Remove all temporary construction, signs, tools, equipment, excess material and debris.
 2. Remove all lumps, splatters, spots and stains caused by paint, adhesive, asphalt, concrete, mortar, sealant or other foreign material from exposed or finished surfaces. Remove all temporary labels.
 3. Repair, patch or replace new or existing work including pavement, sidewalks, curbs, gutters, catch basins, gratings, manholes, covers, landscaping, plant materials and other items that have been damaged, broken, cracked or chipped as a result of performing this Work.
 4. Sweep clean and wash down all exterior pavements. Remove all hazardous material and material that may cause sediment in drainage systems prior to washdown. Remove all grease and oil stains on pavement caused by Contractor's equipment.
 5. All erosion control devices and materials shall remain in place following completion of work unless directed otherwise by the Engineer.

1.02 FINAL INSPECTION, FINAL COMPLETION AND FINAL PAYMENT

- A. General
1. When the Contractor considers the Work nearly complete, the Contractor shall review the Contract Documents, inspect the Work, and prepare a Contractor's Punch List of all deficient or uncompleted items. Complete or correct items on the Contractor's Punch List.
 2. When items have been completed or corrected Engineer will prepare the Engineer's Final Punch List. When all items on the Engineers Final Punch List are corrected, the Contractor shall give the Engineer written notice that the Work is ready for Final Inspection.
 3. When the Engineer finds the Work acceptable and fully complete in accordance with the Contract Documents, and upon receipt of a final Application for Payment and all final submittals, the Engineer will

recommend that the Owner issue a Notice of Final Completion, make Final Payment and Accept the Work stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's observations and inspection, the Work has been fully completed in accordance with the terms and conditions of the Contract Documents.

- B. Final Submittals include:
 - 1. As Built Plans
 - 2. Insurance Certificate showing required continuation of coverage beyond Final Payment. See General Conditions Section 5, paragraph 1.19.
 - 3. Release of Liens. See General Conditions Section 7, paragraph 1.04.
 - 4. Waiver of Claims by Contractor. See General Conditions Section 7-1.11.
 - 5. And any other submittals required by the Contract Documents and not previously received.
- C. The Owner will record the Notice of Final Completion at the County Records Office.
- D. The Owner will make Final Payment to the Contractor per Section 7 of the General Conditions.

1.03 AS BUILT PLANS

- A. The Contractor shall maintain on the jobsite, a complete set of Contract Documents, contract modifications and favorably reviewed submittals. The Contractor shall prepare a set of As Built Plans concurrently with the construction of the Work and in accordance with General Conditions Section 2, paragraph 1.13 and the following:
 - 1. Survey all final ground elevations. Elevations shall be related to a permanent visible elevation bench mark set at the site by the Contractor. The survey shall be performed by a California State licensed land surveyor provided by the Contractor. The survey notes and computations shall be submitted along with the survey drawings. The drawings shall be submitted in both hard-copy and electronic (AutoCAD) format via a CD or other similar recordable device for review and approval by the City.
 - 2. Survey shall include the horizontal location of underground utilities measured from permanent visible physical features such as face of building, face of tank, or centerline of manhole.
 - 3. Comply with detailed requirements in technical specification sections describing the type of information required on As Built Plans. The Contractor's copy of Contract Documents, Contract modifications and As Built Plans shall be available to the Engineer for weekly verification that the records are being currently updated.
- B. Submit As Built Plans in both hard copy and electronic formats and obtain acceptance prior to completion of final payment.

END OF SECTION

SECTION 02200
SITE PREPARATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Site preparation work, as follows:
 - 1. Locating existing facilities.
 - 2. Installing safety and protective barriers.
 - 3. Constructing temporary access roads, work areas and storage areas.
 - 4. No site preparation work can commence until the Notice of Intent is approved by the State Water Quality Control Board as described in Section 01570.

1.02 DEFINITIONS

- A. Clearing: Consists of removal of natural obstructions and man-made objects and features including foundations, buildings, fences, lumber, stumps, debris, rubbish, brush, trees, boulders, and other items that interfere with construction operations or are specifically designated for removal.
- B. Stripping: Includes the removal and disposal of sod, grass, weeds, roots, and other organic material remaining after clearing has been completed.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.01 LOCATING EXISTING FACILITIES

- A. Review the design drawings, maps, and other sources of information and identify existing facilities at the site to determine and mark the approximate locations of underground facilities.
- B. Follow rules adopted by USA North 811 regarding locating and marking existing buried utilities and contact owners of existing underground utilities prior to beginning work in the vicinity of their utilities.
- C. Locate all existing utilities by exploratory excavations after field marking by the utility agencies and prior to any excavations in the affected areas.

3.02 PRIMARY SITE ACCESS, WORK AND STORAGE AREAS

- A. Develop primary access routes, work areas and storage areas as indicated on the Drawings.

- B. Clean up areas at the conclusion of the project and return the areas to their original or better condition.
- C. Storage areas are not allowed on private lands unless written permission from the landowner is submitted to the City.

3.03 CLEARING

- A. Clear construction areas of objectionable items and material, which, if left in place, would interfere with the proper performance of the work.
- B. Remove loose boulders within 10 feet from the tops of cut slopes. Remove from the site.
- C. Dispose of material from clearing operations in an acceptable off-site location.

3.04 STRIPPING

- A. Contractor is not required to strip site. If Contractor wants to segregate stripping material from excavated earth, stripping material shall be disposed of at an acceptable off-site location.

3.05 REMOVAL OF EROSION CONTROL DEVICES

- A. Remove erosion control devices when bare soils are sufficiently revegetated to prevent on-site or off-site soil erosion.
- B. Straw wattles containing plastic netting, including plastic specified as photodegradable, may not remain on site. Remove entire wattle or remove and dispose of plastic netting and spread straw from wattle across vegetated areas of site.

END OF SECTION

SECTION 02300

EARTHWORK

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Earthwork requirements for sitework, including excavation, grading, and disposal of materials.

1.02 REFERENCED SECTIONS

- A. The following Sections are referenced in this Section
 - 1. Section 02200 – Site Preparation

1.03 DEFINITIONS

- A. Cut: Earthwork necessary to remove existing material to lower the existing grade in elevation to sub or finish grade.
- B. Excavation: Earthwork necessary to remove existing material for the installation of structures.
- C. Finish Grade: Final surface following placement of surfacing, if any, as indicated.

1.04 SUBMITTALS

- A. Develop an Excavation Plan in detail and submit to the Engineer for review and approval prior to the beginning of construction. Distribute the favorably reviewed plan to all employees and to all subcontractors and their employees.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.01 EXCAVATION – GENERAL

- A. Excavation includes the removal of all materials of whatever nature encountered, including all obstructions of any nature.
- B. Excavation shall conform to the lines and grades indicated on the Drawings.
- C. Clear construction areas in accordance with Section 02200.
- D. Excavation Stability
 - 1. Slope excavated faces or otherwise support in a safe manner in accordance with applicable State safety requirements and the requirements of OSHA Safety and Health Standards for Construction (29CFR1926).

- E. Erosion Control:
 - 1. Maintain earthwork surfaces true and smooth and protected from erosion.
 - 2. Construct erosion control measures identified in the Storm Water Pollution Protection Plan prior to any clearing or grading activity.
- F. Control of Water: Control water entering the excavation.
- G. Existing Underground Utilities:
 - 1. Known existing underground utilities are generally shown on the Drawings in their approximate locations based on information of varying accuracy.
 - 2. Exercise care to avoid damage to all existing utilities whether shown or not.
 - 3. Conduct field explorations to locate all underground utilities in the vicinity of the Earthwork activities.
 - 4. Alert the Engineer of the presence of existing utilities that are not shown on the Drawings or are in locations different than those shown on the Drawings.
- H. Existing Overhead Utilities: There may be existing overhead utilities in the vicinity of the Work which may or may not be shown on the Drawings. Identify existing overhead utilities, if any, and use extreme caution when working in the vicinity of overhead utilities.

3.02 OVER-EXCAVATION NOT ORDERED OR INDICATED

- A. Backfill areas over-excavated with native materials.
- B. Backfill the over-excavation to restore the required elevation and compact to 90% of maximum dry density per ASTM D1557.
- C. Any over-excavation carried below the grade indicated on the Drawings will be at no additional cost to Owner.

3.03 DISPOSAL OF EXCAVATED MATERIALS

- A. All excavated material shall become the property of the Contractor.
- B. Dispose of excavated materials outside the limits of the work at an appropriate site selected by Contractor.
- C. Obtain required permits, landowner, and agency approvals for disposal of excavated materials and pay all costs associated with the removal and disposal of the materials.

3.04 FINISH GRADES

- A. Surface: Reasonably smooth and free of grade breaks, irregular surface changes, protrusions and other defects.
- B. Restore un-improved areas back to pre-construction grades.
- C. Grade surface to drain.

- D. Provide smooth transitions to existing grades.
- E. Repair and reestablish grades to required elevations and slopes due to any settlement or erosion that may occur prior to final acceptance.
- F. Vertical Tolerance of finished grade is 0.1 feet above and 0.1 feet below.

END OF SECTION

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COUNCIL COMMUNICATION

CC #: 8503
File #: 0203-03

Title: Carbon Dioxide, Refrigerated Liquid (RFQ 01-3128) – Service Agreement
Contact: Babette Owens 916-774-5704 bowens@roseville.ca.us

Meeting Date: 6/7/2017
Item #: 6.4.

RECOMMENDATION TO COUNCIL

Recommend Council approve a service agreement with Aviate Enterprises, Inc. for RFQ 01-3128 for Carbon Dioxide, Refrigerated Liquid (CO₂). The initial contract from the date of award through 6-30-18 is \$55,000.00. The estimated total is \$10,000.00 for the remainder of FY2016-17, and \$45,000.00 for FY2017-18. In addition, adopt a resolution authorizing the City Manager to sign the attached service agreement.

The bid allowed for a total of five years including the initial contract year plus four optional renewal years. Staff requests authorization to continue renewing the contract without further Council approvals until the contract expires, or until City staff determines that continuing with the same vendor is not in the City's best interest including authorization for the City Manager to sign service agreement renewals pending Council approval of budgets for that year.

BACKGROUND

The Parks, Recreation & Libraries Department's Aquatics Division has an ongoing requirement for Carbon Dioxide (CO₂) for the pools at the Roseville Aquatic Complex, Mike Shellito Indoor Pool, and Vernon Street Town Square splash pad. CO₂ is used to control the pH levels in swimming pools, thus keeping the water safe for swimmers and pool equipment. CO₂ is less expensive, safer, and more reliable than its counterpart Hydrochloric Acid (Muriatic Acid). This chemical will be purchased by the end using department as needed.

A formal bid was issued with the following three responses:

<u>Bidder Price</u>	<u>Per Pound</u>
Univar USA, Inc. Riceboro, GA	No Bid
Praxair	No Bid

Burr Ridge, IL

Aviate Enterprises, Inc.
McClellan Field, CA

\$0.31

FISCAL IMPACT

The estimated cost of the agreement is \$55,000.00. Funding of \$10,000 is included in the Parks, Recreation & Libraries Department's Aquatics Division FY2016-17 budget and funding of \$45,000 is in the FY2017-18 proposed budget. The dollars will be encumbered one year at a time pending Council approval of budget for each year.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The hauling and delivery of hazardous substances is regulated by the State. Hazardous material transport consistent with applicable safety regulations should not result in a significant environmental effect. Therefore, the proposed Service Agreement does not include the potential for significant environmental effect and is not subject to CEQA.

Respectfully Submitted,

Babette Owens, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-213

Signed Service Agreement

RESOLUTION NO. 17-213

APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND AVIATE ENTERPRISES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (Service Agreement No. S1703266) for carbon dioxide, refrigerated liquid, between City of Roseville and Aviate Enterprises, Inc., has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute four additional one year renewals of the service agreement provided that its respective budget is approved by the City Council, until the contract expires or until City staff determine that continuing with the same vendor is not in the City's best interest.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1703266**

SERVICE LOCATION: CITY OF ROSEVILLE
AS DIRECTED

REQ. NO.: R1715196 DATE: 4/7/17

SUBMIT ALL INVOICES TO:

CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor No.: V41337
Telephone No.: (916) 993-4000 Fax:
Email address: lhen@aviateinc.com
Contractor: AVIATE ENTERPRISES, INC.
ATTN: LEILA HEN
5844 PRICE AVENUE
MCCLELLAN, CA 95652

Department: PARK DEPARTMENT'S
AQUATICS DIVISION

Acct. Code: 08555-5340

Buyer: BABETTE OWENS
Phone: (916) 774-5704

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	6/30/18	Approved by Risk Mgt.	STEVE ADAO

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
VENDOR SHALL SUPPLY AND DELIVER CARBON DIOXIDE, REFRIGERATED LIQUID AT \$0.31 PER POUND TO VARIOUS LOCATIONS THROUGHOUT THE CITY OF ROSEVILLE IN ACCORDANCE WITH ALL TERMS AND CONDITIONS, SPECIFICATIONS, AND ATTACHEMNTS OF RFQ 01-3128.

CONTACT STEVE ADAO AT (916) 774 5938 FOR QUESTIONS REGARDING THIS AGREEMENT.

*The total amount listed is an approximation only. The City does not guarantee whatsoever the actual value of this contract.

Total Cost of Service: \$ **55,000.00**

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A". *GNB 32014-03540*

Business License No.: _____ Contractor License No.: _____ DIR Registration No.: _____

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

By: _____
Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION



COUNCIL COMMUNICATION

CC #: 8505
File #: 0203-07

Title: Emission Chemical and Gases (RFQ 01-3014) - Service Agreement Renewal
Contact: Babbette Owens 916-774-5704 bowens@roseville.ca.us

Meeting Date: 6/7/2017
Item #: 6.5.

RECOMMENDATION TO COUNCIL

Recommend Council authorize a service agreement renewal to Matheson Tri-Gas Inc. for the purchase and delivery of emission chemicals and gases. In addition, adopt a resolution authorizing the City Manager to sign the attached service agreement. The estimated annual total of this agreement is \$50,000.00, or not to exceed budgeted amount.

A bid was issued in June of 2014 for emission chemicals and gases and allowed for optional renewal years, with this being the third of four optional years. Staff requests authorization to continue renewing the contract without further Council approvals until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Roseville Energy Park uses Environmental Protection Agency (EPA) protocol gases and chemicals to calibrate its emissions monitoring equipment. This equipment is required in our permit to operate and to be compliant with Federal Regulations. In addition, the plant uses calibration gases to measure incoming natural gas and industrial gases for welding and equipment purging.

FISCAL IMPACT

The estimated annual cost of the agreement is \$50,000.00. Funding is included in the Electric Department's Roseville Energy Park and Energy Park 2 FY2017-18 budgets.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The hauling, disposal use and delivery of certain chemicals and hazardous substances is regulated by the state. Chemical/hazardous material transport, use and disposal consistent with applicable safety regulations is not expected to result in a significant environmental effect. Therefore approval of the proposed service agreement does not include the potential for a significant environmental effect, and is not subject to CEQA.

Respectfully Submitted,

Babette Owens, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-214

Signed Service Agreement

RESOLUTION NO. 17-214

APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND
MATHESON TRI-GAS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE
IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (Service Agreement No. S1803214) for emission gasses and chemicals for the Roseville Energy Parks, between City of Roseville and Matheson Tri-Gas, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said service agreement is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville, pending approval of the Electric Departments 2017-18 budget.

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute one additional one year renewal of the service agreement provided that its respective budget is approved by the City Council, until the contract expires or until City staff determine that continuing with the same vendor is not in the City's best interest.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1803214**

SERVICE LOCATION: ROSEVILLE ENERGY PARK
5120 PHILLIP ROAD
ROSEVILLE, CA 95747

REQ. NO.: RENEWAL DATE: 4/6/17

SUBMIT ALL INVOICES TO:
CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor No.: V40006
Telephone No.: 916.467.5415 Fax:
Email address: jchristman@mathesongas.com
Contractor: MATHESON TRI-GAS INC
ATTN: JOSH CHRISTMAN
717 HOUSTON STREET
WEST SACRAMENTO, CA 95691

Department: ROSEVILLE ENERGY PARK

Acct. Code: 08616-5215/686549-20
08616-5215/686550-20

Buyer: BABETTE OWENS
Phone: 916-774-5704

Start Date	Terms	Completion Date	Insurance Limits	Contact
7/1/17	NET 30	6/30/18	Approved by Risk Mgt.	ANTHONY JOHNSON

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
PROVIDE EMISSION GASES AND CHEMICALS TO ROSEVILLE ENERGY PARK AND ENERGY PARK2 ON AN AS NEEDED
BASIS IN ACCORDANCE WITH ALL SPECIFICATIONS, TERMS AND CONDITIONS OF RFQ 01-3014 EMISSION GASES AND
CHEMICALS.

Please contact Tony Johnson at 916-746-1656 for questions regarding this contract.

**Total cost listed below is an approximation only. The City does not guarantee whatsoever the actual value of this agreement.

Total Cost of Service: \$ **50,000.00**

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Business License No.: _____ Contractor License No.: _____ DIR Registration No.: _____

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☐ CORPORATION

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

By: _____

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION



COUNCIL COMMUNICATION

CC #: 8508
File #: 0203-12

Title: Police Department Generator Replacement (RFQ 01-3129) - Service Agreement
Contact: Babette Owens 916-774-5704 bowens@roseville.ca.us

Meeting Date: 6/7/2017
Item #: 6.6.

RECOMMENDATION TO COUNCIL

Recommend Council approve a service agreement with Cabar Electric, Inc. as the lowest responsive bid received for RFQ 01-3129 for the materials and labor to replace the indoor generator at the Roseville Police Department and adopt a resolution authorizing the City Manager to execute it. The total cost of service is \$224,424.00.

BACKGROUND

The Roseville Police Department was constructed in 1997 and the original generator is still being used at this time. It has become increasingly more difficult to maintain this twenty year old generator since companies no longer support this specific model and have very few spare parts available for repairs. It is imperative that the Police Department remains operational in the event of loss of power.

A formal bid was issued with the following three responses:

<u>Bidder</u>	<u>Bid Price</u>
Cabar Electric, Inc. Sacramento, CA	\$224,424.00
B & T Service Station Nipomo, CA	\$271,557.00
Pacific Mechanical Corporation Concord, CA	\$254,152.00

FISCAL IMPACT

The cost of the agreement is \$224,424.00 and funding is included in the FY2016-17 General CIP

Rehabilitation budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The proposed project involves the replacement of existing structures and facilities. This activity is categorically exempt from CEQA as a Class 2 Exemption (State CEQA Guidelines Section 15302). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Babette Owens, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-218

Signed Service Agreement

RESOLUTION NO. 17-218

APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND CABAR
ELECTRIC, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON
BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (Service Agreement No. S1703525) for the Roseville Police Department Generator Replacement project, between City of Roseville and Cabar Electric, Inc., has been prepared and reviewed by the Council;

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1703525**

SERVICE LOCATION: CITY OF ROSEVILLE
POLICE DEPARTMENT
1051 JUNCTION BLVD.
ROSEVILLE, CA 95747

REQ. NO.: R1715503 DATE: 4/14/17

SUBMIT ALL INVOICES TO:

CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor No.: V41343
Telephone No.: (916) 343-9952 Fax:
Email address: cabarelectricinc@comcast.net
Contractor: CABAR ELECTRIC
ATTN: CARL HENSON
5721 CALLISTER AVE.
SACRAMENTO, CA 95819

Department: BUILDING MAINTENANCE

Acct. Code: 91021-6130 / 179413-45

Buyer: BABETTE OWENS
Phone: (916) 774-5704

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	UPON FINAL PAYMENT	Approved by Risk Mgt.	CHARLIE FRALICK

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
THE VENDOR SHALL PROVIDE LABOR AND MATERIALS TO REPLACE AND RENOVATED THE INDOOR GENERATOR AT THE ROSEVILLE POLICE DEPARTMENT IN ACCORDANCE WITH ALL SPECIFICATION, TERMS AND CONDITIONS, ATTACHMENTS, AND ADDENDUMS OF RFQ 01-3129.

PLEASE CONTACT CHARLIE FRALICK AT (916) 774 5706 FOR QUESTIONS REGARDING THIS AGREEMENT.

The Total Cost of Service below is an approximate value only. The City cannot guarantee whatsoever the actual value of this contract.

Total Cost of Service: \$ **224,424.00**

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Business License No.: _____ Contractor License No.: 4006040 DIR Registration No.: 1000005899

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☐ CORPORATION

CONTRACTOR: [Signature] CARL HENSON JR. Pres.
SIGNATURE PRINT NAME TITLE

CONTRACTOR: _____
SIGNATURE PRINT NAME TITLE

By: _____
Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION



COUNCIL COMMUNICATION

CC#: 8506
File#: 0203-04

Title: Office and Cubicle Design and Reconfiguration Service Agreements
Contact: Dan Allen 916-774-5741 dallen@roseville.ca.us

Meeting Date: 6/7/2017
Item #: 6.7.

RECOMMENDATION TO COUNCIL

Recommend Council authorize service agreements with Sierra Valley Moving and Vertex Office Solutions to provide cubicle design and installation services on an as needed basis throughout the City. Additionally, adopt a resolution authorizing the City Manager to sign the attached service agreements. The total annual value of each agreement is \$100,000.00, not to exceed annual budgeted amounts. The bid allowed for four optional renewal years at one-year intervals. Staff requests authorization to utilize the optional renewal years of the bid contract without further Council approvals until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest. The total annual value of each agreement is \$100,000.00, not to exceed annual budgeted amounts. Funding is included in the Building Maintenance FY2016-17 budget and proposed FY2017-18 budget.

BACKGROUND

Staff solicited proposals to perform office & cubicle reconfiguration services in order to secure these services at a competitive rate. Six qualified vendors responded to the request for proposals and after careful review of each proposal, staff chose two vendors: Sierra Valley Moving and Vertex Office Solutions.

The award of RFP 01-010 was originally on the April 19, 2017 City Council agenda, however staff received a formal bid protest on April 17, 2017 from Metropolitan Moving and Storage. This Item was removed from the April 19, 2017 City Council agenda, in accordance with the City's RFP Policy, to address the protest. The protest alleged a general lack of experience on the part of the recommended vendors and failure to obtain certain permits. Staff reviewed each of the concerns provided by the protester and found the allegations to be without merit, based on the facts and the City's RFP Policy. Staff issued a written determination of its findings to the protestor and has received no further protest.

FISCAL IMPACT

The total value of both service agreements is \$200,000.00, not to exceed annual budgeted

amounts. Funding is included in the Building Maintenance operational FY2016-17 and proposed FY2017-18 Budgets. The dollars will be encumbered one year at a time pending Council approval of budget for each year.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The purchase of cubicle services is not considered a “project” as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently no CEQA action is required.

Respectfully Submitted,

Dan Allen, Facility Manager

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-215

Sierra Valley SA

Resolution No. 17-216

Vertex SA

RESOLUTION NO. 17-215

APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND
SIERRA VALLEY MOVING & STORAGE INC., AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (Service Agreement No. S170801A) between City of Roseville and Sierra Valley Moving & Storage Inc., to provide systems furniture design and reconfiguration services, has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute four additional one year renewals of the service agreement provided that its respective budget is approved by the City Council.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S170801A**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: R1715154 DATE: 02/09/2017

SUBMIT ALL INVOICES TO:

CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor No.: V29492
Telephone No.: 916-649-3400 Fax: 916-649-0500
Email address: RAY@SVMOVING.COM
Contractor: SIERRA VALLEY MOVING & STORAGE INC.
ATTN: RAY MARTINEZ
5071 KELTON WAY
SUITE 200
SACRAMENTO, CA 95838

Department: FACILITY SERVICES

Acct. Code: 03331-5100

Buyer: TIFFANY VALDEZ
Phone: 916-774-5708

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	03/15/2018	Approved by Risk Mgt.	LORI HOGAN

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:

The services called for under City of Roseville Request for Proposal #01-010 and contractor's proposal thereto titled Systems Furniture Design and Reconfiguration Services (hereinafter "Proposal"). The terms and scope of work of City of Roseville Request for Proposal #01-010 and contractor's Proposal are herein made part of this Service Agreement and fully incorporated by reference.

Please contact Lori Hogan at 916-774-5707 for questions regarding this Agreement.

The total amount listed is an approximation only. The City does not guarantee whatsoever the actual value of this contract.

Total Cost of Service: \$ 100,000.00

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Business License No.: 121392 Contractor License No.: 101779 DIR Registration No.: 1000007860

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:

Ray Martinez
SIGNATURE

RAYMOND MARTINEZ
PRINT NAME

C.F.O.
TITLE

CONTRACTOR:

Larry Stokes
SIGNATURE

LARRY STOKES
PRINT NAME

C.E.O.
TITLE

By: _____

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

RESOLUTION NO. 17-216

APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND
VERTEX OFFICE SOLUTIONS, AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (Service Agreement No. S170802A) between City of Roseville and Vertex Office Solutions, to provide systems furniture design and reconfiguration services, has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute four additional one year renewals of the service agreement provided that its respective budget is approved by the City Council.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

SERVICE AGREEMENT

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

No: **S170802A**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: R1715155 DATE: 02/09/2017

SUBMIT ALL INVOICES TO:

CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor No.: V40984
Telephone No.: 530-392-1645 Fax: 530-878-1013
Email address: KEN@VERTEXOFFICE.COM
Contractor: VERTEX OFFICE SOLUTIONS
ATTN: KENNETH WOODWARD
4212 ROSEVILLE ROAD
SUITE F
NORTH HIGHLANDS, CA 95660

Department: FACILITY SERVICES

Acct. Code: 03331-5100

Buyer: TIFFANY VALDEZ
Phone: 916-774-5708

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	03/15/2018	Approved by Risk Mgt.	LORI HOGAN

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:

The services called for under City of Roseville Request for Proposal #01-010 and contractor's proposal thereto titled Systems Furniture Design and Reconfiguration Services dated 12/01/2016 (hereinafter "Proposal"). The terms and scope of work of City of Roseville Request for Proposal #01-010 and contractor's Proposal are herein made part of this Service Agreement and fully incorporated by reference.

Please contact Lori Hogan at 916-774-5707 for questions regarding this Agreement.

The total amount listed is an approximation only. The City does not guarantee whatsoever the actual value of this contract.

Total Cost of Service: \$ ~~100,000.00~~

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Business License No.: 105618 Contractor License No.: 925200 DIR Registration No.: 1000038689

☒ SOLE PROPRIETOR

☐ PARTNERSHIP

☐ CORPORATION

CONTRACTOR:		Kenneth John Woodward	Owner
	SIGNATURE	PRINT NAME	TITLE
CONTRACTOR:		Shannon Marie Woodward	Owner
	SIGNATURE	PRINT NAME	TITLE

By: _____
Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION



COUNCIL COMMUNICATION

CC #: 8497
File #: 0203-07

Title: Power Plant Water Pump Purchases And Servicing - Sole Source Service Agreement

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

Meeting Date: 6/7/2017
Item #: 6.8.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute the attached service agreement with Sulzer Pump Services (US) Inc. (Sulzer) for the purchase of Sulzer brand pumps, pump parts, and to service pumps for the Roseville Energy Park. This agreement is for a one-year term for \$150,000.00, and allows for four optional one-year renewal agreements. Total agreement duration is not to exceed five years and the total agreement value is not to exceed \$750,000.00, based on an estimated annual budget of \$150,000.00. Funding is included in the Electric Operations Fund budget for FY2016-17 and is subject to City Council approval of future year budgets for renewal agreements.

BACKGROUND

Roseville Electric Utility owns and operates a natural gas power plant, the Roseville Energy Park (REP). The REP utilizes four Sulzer feed pumps, two Sulzer circulating water pumps, and multiple other mission critical pumps that have been in service since the facility's commissioning. The Sulzer pumps are critical components of the REP and performing the manufacturer recommended maintenance is essential for continued reliable operations of the power plant. The REP requests authorization to utilize Sulzer Pumps, Inc. as the sole source provider of Sulzer brand pumps and pump parts, and to perform on-site and off-site servicing of Sulzer pumps for the REP.

Sulzer is uniquely positioned to provide all necessary inspections, maintenance, and repairs because they are the original equipment manufacturer of these pumps. Further, Sulzer has all of the required parts, materials, specialized tooling, and equipment to perform the necessary maintenance. Retaining the original manufacturer as the pump servicer also limits safety and liability risk versus having a third party pump manufacturer service or repair the Sulzer pumps.

FISCAL IMPACT

This agreement is for a one-year term funded for \$150,000.00, and allows for four optional one-

year renewal agreements. Total agreement duration is not to exceed five years and the total agreement value is not to exceed \$750,000.00, based on an estimated annual budget of \$150,000.00. Funding is included in the Electric Operations Fund budget for FY2016-17 and is subject to City Council approval of future year budgets for renewal agreements.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The Sulzer pump purchases and maintenance is not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently no CEQA action is required.

Respectfully Submitted,

Matt Garner, Power Generation Superintendent

Michelle Bertolino, Electric Utility Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-211

Signed Service Agreement

RESOLUTION NO. 17-211

APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND SULZER
PUMPS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON
BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (Service Agreement No. S1703230) between City of Roseville and Sulzer Pump Services (US) Inc., has been prepared and reviewed by the Council; and

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

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute four additional one year renewals of the service agreement provided that its respective budget is approved by the City Council, until the contract expires or until City staff determine that continuing with the same vendor is not in the City's best interest.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1703230**

SERVICE LOCATION: CITY OF ROSEVILLE
ROSEVILLE ENERGY PARK
5150 PHILLIP ROAD
ROSEVILLE, CA 95747

REQ. NO.: R1715076 DATE: 1/24/17

SUBMIT ALL INVOICES TO:

CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Department: ELECTRIC DEPARTMENT

Acct. Code: 00490-1200/730154-80

Contractor No.: V38300
Telephone No.: (801) 973-9508 Fax: (562) 903-1008
Email address: randy.badger@sulzer.com
Contractor: SULZER PUMP SERVICES (US) INC.
ATTN: RANDY BADGER
3618 WEST, 1820 SOUTH
SALT LAKE CITY, UT 84104

Buyer: BABETTE OWENS
Phone: (916)774-5704

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	6/30/18	Approved by Risk Mgt.	MATT GARNER

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following: SERVICE AGREEMENT TO PURCHASE NEW SULZER BRAND PUMPS AND PUMP PARTS, AND TO PROVIDE SERVICE TO EXISTING PUMPS LOCATED AT ROSEVILLE ELECTRIC UTILITY IN ACCORDANCE WITH THE ATTACHED CITY OF ROSEVILLE AND SULZER PUMPS NEGOTIATED TERMS AND CONDITIONS DATED 3/17/17. ALL WORK, EMERGENT AND PLANNED MAINTENANCE, WILL BE PREAPPROVED BY ROSEVILLE ELECTRIC MANAGEMENT STAFF PRIOR TO WORK COMMENCEMENT. THIS AGREEMENT WILL BE FOR A ONE YEAR TERM, AND ALLOWS FOR FOUR OPTIONAL ONE-YEAR RENEWAL AGREEMENTS UPON MUTUAL AGREEMENT BY CITY AND VENDOR, FOR A TOTAL AGREEMENT DURATION NOT TO EXCEED FIVE YEARS, AND A TOTAL AGREEMENT VALUE NOT TO EXCEED \$750,000.00.

CONTACT MATT GARNER AT (916) 746 1691 FOR QUESTIONS REGARDING THIS AGREEMENT.

Note: The Total Cost of Service below is an approximate value only. The City cannot guarantee whatsoever the actual value of this contract.

Total Cost of Service: \$ **150,000.00**

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Business License No.: _____ Contractor License No.: _____ DIR Registration No.: _____

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

By: _____

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to tangible property, to the extent resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's activenegligence or willful misconduct. Each party shall assume its sole negligence. Any claim of contribution or indemnity between Contractor and City shall be resolved on the basis of each party's percentage of negligence, after resolution of the third party claim on which such liability is based. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the importance and Contractor shall demonstrate commercially reasonable efforts to meet and dates regarding this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement provided Contractor is given a thirty (30) day notice. In the event of termination, City shall provide full payment for all work provided through the termination date and actual reasonable costs incurred by Contractor due to the termination.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
- 10a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. Form. Contractor shall submit and City shall provide prior review and approval to a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- 10c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds to the extent of the Contractor's indemnification obligations set forth in the contract for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. The specified minimum insurance coverage requirements and expressed limits shall be available to the additional insureds in accordance with Contractor's obligations set forth in this Agreement.
- 10d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- 10f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- 10g. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- 10h. Waiver of Subrogation. Contractor hereby agrees to the extent of the Contractor's indemnification obligations set forth in the contract, to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all worked performed by Contractor, its employees, agents and subcontractors.

- 10i. Liability/Remedies. Insurance coverage in the required amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. If the project referenced on this service agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
18. If the project referenced on this service agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.
19. Contractor warrants that: a) the equipment, supplies and services will be of the kind and quality as described in the Agreement, b) will be free of defects in workmanship and material and c) will be free of defects in design, provided however that Contractor shall not be responsible for the design of the equipment, supplies and services (including but not limited to the selection of the materials) to the extent that the design and/or the selection of the materials has been undertaken or provided by City, end-User, or a third party not being a sub-contractor appointed by Contractor.
- 19a. Except in cases where the equipment, supplies and services are limited to services only, the Warranty Period shall end on the earliest of the below dates: a) after twelve (12) months from the initial operation of the equipment and supplies, or b) after eighteen (18) months from delivery of the equipment and supplies, or c) in the event that delivery is delayed or impeded for reasons beyond Contractor's control, after eighteen (18) months from the date of Contractor's notification that the equipment and supplies are ready for dispatch. Where Agreement is limited to services only, the Warranty Period shall commence on completion of such services and shall terminate on the end of the twelfth (12) month thereafter.
- 19b. If, during the Warranty Period, the equipment, supplies or services fails to meet the requirements set out in this provision, then City shall give written notification to Contractor stating the reasons therefor. Within seven (7) days (or such longer period that is reasonable under the circumstances) of receipt of City's notification, Contractor shall commence the repair, modification or replacement of the defective part. City shall make the equipment, supplies or services, or the defective part thereof, available for correction. Contractor shall be liable for Contractor's own costs incurred as a result of such action only. In no event shall Contractor be deemed responsible for the cost of providing access to the equipment, supplies or services, or costs of disassembly, or removal of any items. In the event that Contractor undertakes any repair or replacement of any part of the equipment, supplies or services in accordance with its obligations under this provision then the Warranty Period of such repaired or replaced part shall commence on the date of completion thereof and shall continue for a period of twelve (12) months or until the end of the original Warranty Period, whichever is the later. In any event such extended warranty period shall not exceed twelve (12) months after the end of the original Warranty Period.
- 19c. The warranties contained herein shall not apply and if the faults or defects referred to herein are not a result of Contractor's failure. Such exclusions from warranty shall include (but not be limited to) the incorrect use, faulty installation, start-up or failure to observe operating instructions, failure to carry out proper maintenance, modifications or repairs by City, end-user or third parties other than Contractor, normal wear and tear, incorrect or negligent handling, erosion or corrosion, unsuitable service products or replacement materials, unsuitable foundations, conditions more severe than those specified or deficiencies resulting from other reasons beyond Contractor's control. Warranties shall also terminate if City or end-user, in case of a defect, does not immediately take all appropriate steps to mitigate damages and notify Contractor as stated herein.

- 19d. Correction of nonconformities in the manner and for the period of time provided within this provision shall constitute fulfillment of all warranty obligations of Contractor to City (which obligations shall be subject to the limitations of liability contained elsewhere in the Agreement, including without limitation), whether based on contract, negligence or otherwise, with respect to equipment, supplies and services. Contractor makes no other warranty, guarantee or representation in respect of the equipment, supplies and services other than as specified in this Provision 13. ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESSED OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, IN RELATION TO THE SUPPLY OF THE EQUIPMENT, SUPPLIES AND SERVICES (INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE EXCLUDED TO THE EXTENT PERMITTED BY LAW.
20. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, INCLUDING ALL DOCUMENTS MAKING PART THEREOF, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CONTRACTOR BE LIABLE TO THE CITY, BY WAY OF INDEMNITY, OR BY REASON OF ANY BREACH OF CONTRACT OR OF STATUTORY DUTY OR BY REASON OF TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) FOR ANY LOSS OF PROFIT, LOSS OF CONTRACTS OR EARNINGS, DELAY DAMAGES, INTERRUPTION OR LOSS OF PRODUCTION, LOSS OF USE, LOSS OF OPPORTUNITY OR BUSINESS, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER THAT MAY BE SUFFERED BY CITY. THE REMEDIES OF CITY SET FORTH HEREIN ARE EXCLUSIVE, AND CONTRACTOR'S LIABILITY WITH RESPECT TO ANY CONTRACT, INDEMNITY, TORT (INCLUDING NEGLIGENCE), UNDER ANY WARRANTY, STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED ONE HUNDRED PERCENT (100%) OF THE CONTRACT PRICE OR AVIALBALE INSURANCE (AS REFLECTED IN THE CERTIFICATE OF INSURANCE PROVIDED BY CONTRACTOR).
21. Transfer of Title and Risk. Unless otherwise required by the applicable compulsory law, title to the equipment, supplies and services shall be transferred to the City after Contractor has received payment in full of the contract price. Risk of loss or damage to the equipment, suppliers and services shall pass to the City from the Contractor upon delivery according to applicable Incoterms.
22. Force Majeure. Contractor shall not be liable for any non-performance, loss, damage, or delay due to war, riots, fire, flood, strikes or labor difficulty, governmental acts such as, but not limited to, trade restrictions including embargoes, acts of God, , inability to obtain necessary labor or materials from usual sources, or other causes beyond the reasonable control of Contractor. In the event of delay in performance due to any such cause, the delivery date or time for completion of the services will be extended to reflect the length of time lost by reason of such delay. Payment obligations shall not be affected by force majeure events. If the grounds for force majeure continue for more than one (1) month, either Contractor or City may terminate the Agreement upon seven (7) days written notice to the other party.

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



ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
SERVICE AGREEMENT

General - Required Coverage/Documentation

- General Liability: \$1 Million per occurrence
\$2 Million aggregate
- Automobile Liability: \$1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville -Insurance Compliance
PO Box 12010-R1
Hemet, CA 92546-8010

Additional Liability Requirements if required by Agreement (and marked below):

<input type="checkbox"/> Construction	<input type="checkbox"/> Design Professional	<input type="checkbox"/> Chemical/Environmental
General Liability: \$2 Million/occurrence \$4 Million aggregate	General Liability: \$2 Million/occurrence \$4 Million aggregate Professional Liability \$2 Million/occurrence	General Liability: \$3 Million/occurrence \$6 Million aggregate, Pollution – \$2 Million/Occurrence Auto - \$2 Million/Occurrence
<input type="checkbox"/> IT Services	<input type="checkbox"/> Professional Consultant	<input type="checkbox"/> Hazardous Materials
Professional Liability: \$1 Million/occurrence No auto required	Professional Liability: \$1 Million/occurrence	Pollution Liability: \$1 Million/occurrence
<input type="checkbox"/> Special Events/Caterers/Vendors	<input type="checkbox"/> Professional Counseling/Psychological	<input type="checkbox"/> Pyrotechnics
No auto required No workers' comp required	Professional Liability: \$1 Million/occurrence No auto required	General Liability: \$5 Million/occurrence \$10 Million aggregate Auto - \$2 Million/Occurrence

Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please **DO NOT** send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239
Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202



COUNCIL COMMUNICATION

CC #: 8514

File #: 0704

Title: Sports Officiating - Service Agreement Renewals
Contact: Christopher Pelzman 916-774-5977 cpelzman@roseville.ca.us

Meeting Date: 6/7/2017

Item #: 6.9.

RECOMMENDATION TO COUNCIL

Recommend Council adopts two resolutions authorizing the City Manager to execute the service agreements for Hawkins Officiating Service (HOS) in the amount of \$45,000.00 (volleyball & flag football) and \$40,000.00 (basketball) for Adult Sports officiating services.

BACKGROUND

In August 2014, the City Council approved a two year service agreement with Hawkins Officiating Service to provide basketball, volleyball and flag football officiating services for the Parks, Recreation & Libraries Department. The agreement included the option to extend the contract for three (3) additional one year terms before being required to issue a new Request For Proposal. At the end of FY2015/16, Council approved a one year extension for the contract. Now, at the end of FY2016/17, staff is requesting a second one year extension for FY2017/18.

Hawkins Officiating Service (HOS) has proven to be a good partner for the City of Roseville for many years, as is evident from both internal and external evaluation of their services. HOS understands the City of Roseville's expectation of providing exceptional service to our customers and has demonstrated this to date with the current agreements.

FISCAL IMPACT

The funds for these Service Agreements have been allocated through the Parks, Recreation & Libraries Department FY2017/18 operating budget. Fees are collected from participating teams/players to offset 100% of the costs associated with this agreement.

ECONOMIC DEVELOPMENT / JOBS CREATED

The adult basketball, volleyball and flag football programs provide opportunities for independent contractors to officiate with the region.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines 15061(b)(3)). Sports Officiating Services does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Christopher Pelzman, Recreation Coordinator

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-223

HOS Service Agreement Football & Volleyball Renewal FY 2017-18

Resolution No. 17-224

HOS Service Agreement Basketball Renewal FY 2017-18

RESOLUTION NO. 17-223

APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN THE CITY OF ROSEVILLE AND HAWKINS OFFICIATING SERVICE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement renewal (Service Agreement No. S1805159) for football and volleyball officiating, between the City of Roseville and Hawkins Officiating Service, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1805159**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: RENEWAL DATE: 4/21/17

SUBMIT ALL INVOICES TO:

CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Department: PARKS, RECREATION & LIBRARIES

Acct. Code: 08511-5100/685038-20
08511-5100/685037-20

Buyer: JOANNA OUKROP
Phone: (916)774-5745

Contractor No.: V23671
Telephone No.: (916)952-1882 Fax:
Email address: conadb@yahoo.com
Contractor: HAWKINS OFFICIATING SERVICE
ATTN: ANDREA BARBER
237 SPENCER STREET
FOLSOM, CA 95630

Start Date	Terms	Completion Date	Insurance Limits	Contact
7/1/17	NET 30	6/30/18	Approved by Risk Mgt.	CHRIS PELZMAN

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:

The vendor shall provide officiating services for the City of Roseville sponsored adult sports volleyball and adult flag football league games on an as needed basis at the direction of the Parks, Recreation, & Libraries Department and in accordance with all specifications, terms, conditions, and attachments of the "Adult Sports Officiating" RFP issued on 4/4/14. Officiating fees are as follows: Volleyball - \$27.00 per game (1 referee) and Flag Football - \$81.00 per game (3 referees @ \$27 per referee per game).

Please contact Chris Pelzman at (916)774-5977 for questions regarding this contract.

The total cost of service below is an approximate value only. The City does not guarantee whatsoever the actual value of this contract.

Total Cost of Service: \$ **45,000.00**

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Business License No.: 9912007907 Contractor License No.: _____ DIR Registration No.: _____

☐ SOLE PROPRIETOR

☒ PARTNERSHIP

☐ CORPORATION

CONTRACTOR:

Andrea D. Barber

ANDREA D. BARBER

PARTNER

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

By: _____

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement provided Contractor is given a thirty (30) day notice.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
- 10a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- 10c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- 10d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
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- 10g. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- 10h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.
- 10i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may

result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. If the project referenced on this service agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
18. If the project referenced on this service agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

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



ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS

SERVICE AGREEMENT UNDER \$21,745

General - Required Coverage

- General Liability: \$1 Million per occurrence
\$2 Million aggregate
- Automobile Liability: \$1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

<input type="checkbox"/> Construction	<input type="checkbox"/> Design Professional	<input type="checkbox"/> Special Events/Caterers/Vendors
General Liability: \$2 Million/occurrence \$4 Million/occurrence	General Liability: \$2 Million/occurrence \$4 Million aggregate Professional Liability \$2 Million/occurrence	No auto required No workers' comp required
<input type="checkbox"/> IT Services	<input checked="" type="checkbox"/> Professional Consultant	<input type="checkbox"/> Professional Counseling/Psychological
Professional Liability: \$1 Million/occurrence No auto required	Professional Liability: \$1 Million/occurrence	Professional Liability: \$1 Million/Occurrence No auto require

Insurance Verification

By signing the service agreement included with this document, you are confirming that your company has the minimum insurance limits required above.

A copy of your insurance certificate is not required at this time. The City may request proof of insurance at any time.

Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

RESOLUTION NO. 17-224

APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN THE CITY OF ROSEVILLE AND HAWKINS OFFICIATING SERVICE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement renewal (Service Agreement No. S1805158) for basketball officiating, between the City of Roseville and Hawkins Officiating Service, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1805158**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: RENEWAL DATE: 4/21/17

SUBMIT ALL INVOICES TO:

CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor No.: V23671
Telephone No.: (916)952-1882 Fax:
Email address: conadb@yahoo.com
Contractor: HAWKINS OFFICIATING SERVICE
ATTN: ANDREA BARBER
237 SPENCER STREET
FOLSOM, CA 95630

Department: PARKS, RECREATION, & LIBRARIES

Acct. Code: 08511-5100/685035-30

Buyer: JOANNA OUKROP
Phone: (916)774-5745

Start Date	Terms	Completion Date	Insurance Limits	Contact
7/1/17	NET 30	6/30/18	Approved by Risk Mgt.	CHRIS PELZMAN

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:

The vendor shall provide officiating services for the City of Roseville sponsored adult sports basketball league games on an as needed basis at the direction of the Parks and Recreation Department in accordance with all specifications, terms, conditions, and attachments of the "Adult Basketball Officiating for the City of Roseville Parks, Recreation & Libraries Department Adult Sports Division" RFP issued on 5/30/14. Officiating fees are \$54 per game (2 referees @ \$27 per referee per game).

Please contact Chris Pelzman at (916)774-5977 for questions regarding this contract.

The total cost of service below is an approximate value only. The City does not guarantee whatsoever the actual value of this contract.

Total Cost of Service: \$ **40,000.00**

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Business License No.: 9912007107 Contractor License No.: 9912007107 DIR Registration No.: 9.03

☐ SOLE PROPRIETOR

☒ PARTNERSHIP

☐ CORPORATION

CONTRACTOR:

Andrea D. Barber

SIGNATURE

ANDREA D. BARBER

PRINT NAME

PARTNER

TITLE

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

By: _____
Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement provided Contractor is given a thirty (30) day notice.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
- 10a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- 10c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- 10d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- 10f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- 10g. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- 10h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.
- 10i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may

result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. If the project referenced on this service agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
18. If the project referenced on this service agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

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



ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS

SERVICE AGREEMENT UNDER \$21,745

General - Required Coverage

- General Liability: \$1 Million per occurrence
\$2 Million aggregate
- Automobile Liability: \$1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

<input type="checkbox"/> Construction	<input type="checkbox"/> Design Professional	<input type="checkbox"/> Special Events/Caterers/Vendors
General Liability: \$2 Million/occurrence \$4 Million/occurrence	General Liability: \$2 Million/occurrence \$4 Million aggregate Professional Liability \$2 Million/occurrence	No auto required No workers' comp required
<input type="checkbox"/> IT Services	<input checked="" type="checkbox"/> Professional Consultant	<input type="checkbox"/> Professional Counseling/Psychological
Professional Liability: \$1 Million/occurrence No auto required	Professional Liability: \$1 Million/occurrence	Professional Liability: \$1 Million/Occurrence No auto require

Insurance Verification

By signing the service agreement included with this document, you are confirming that your company has the minimum insurance limits required above.

A copy of your insurance certificate is not required at this time. The City may request proof of insurance at any time.

Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202



COUNCIL COMMUNICATION

CC #: 8527

File #: 0704

Title: On-Call Inspection Services - Service Agreement

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

Meeting Date: 6/7/2017

Item #: 6.10.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution approving the service agreement for on-call inspection services to 4Leaf, Inc. The estimated cost from date of award through June 30, 2018 is estimated to not-to-exceed \$250,000.00. Additionally, staff recommends Council adopt a resolution authorizing the City Manager to execute the service agreement.

BACKGROUND

In February 2017, a Request for Qualifications/Proposals was issued seeking experienced inspection firms to submit to the Parks, Recreation & Libraries Department for on-call inspection services. In anticipation of a busy construction season, the intent of this service agreement is to utilize these services when demand exceeds in-house capacity. This will allow for more responsiveness to contractor and developer needs along with greater quality control during this time.

Four firms responded and after a panel review of all submissions, 4Leaf, Inc was selected. The on-call services does not guarantee an annual amount of work and is in place on an "as needed" basis.

FISCAL IMPACT

Work performed under this service agreement will utilize developer fees and/or capital improvement project accounts. Staff will return to Council for approval of each fiscal year extension and will include the spending authorization with the extension. There will be no General Fund impact.

ECONOMIC DEVELOPMENT / JOBS CREATED

No new jobs will be created through this service agreement.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines 1506(b)(3)). The service agreement for this project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Tara L. Gee, Park Planning & Development Superintendent

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-236

Service Agreement On call services

RESOLUTION NO. 17-236

APPROVING A SERVICE AGREEMENT
BETWEEN CITY OF ROSEVILLE AND 4LEAF, INC.,
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF
OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (Service Agreement No. S1705017) between City of Roseville and 4Leaf, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1705017**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: R1715615 DATE: 5/16/17

SUBMIT ALL INVOICES TO:

CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor No.: V39537
Telephone No.: (916)965-0010 Fax: (916)965-0013
Email address: bgross@4leafinc.com
Contractor: 4LEAF, INC.
ATTN: BERT GROSS
8896 NORTH WINDING WAY
FAIR OAKS, CA 95628

Department: PARKS, RECREATION, & LIBRARIES

Acct. Code: 08501-5101

Buyer: JOANNA OUKROP
Phone: (916)774-5745

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	6/30/18	Approved by Risk Mgt.	TARA GEE

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
THE SERVICES CALLED FOR UNDER THE CITY OF ROSEVILLE REQUEST FOR PROPOSAL (RFP) TITLED "ON-CALL PARKS CONSTRUCTION INSPECTION SERVICES" AND CONTRACTOR'S PROPOSAL DATED 3/9/17 (HEREINAFTER "PROPOSAL").
THE TERMS AND SCOPE OF WORK OF THE CITY OF ROSEVILLE RFP AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS SERVICE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

PLEASE CONTACT TARA GEE AT (916)774-5253 FOR QUESTIONS REGARDING THIS AGREEMENT.

Note: The total cost of service below is an approximate value only. The City does not guarantee whatsoever the actual amount to be spent.

Total Cost of Service: \$ 250,000.00

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Business License No.: 00824356 Contractor License No.: _____ DIR Registration No.: 1000004552

☒ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: Gene Barry Vice President
SIGNATURE PRINT NAME TITLE

CONTRACTOR: Kevin Duggan Secretary
SIGNATURE PRINT NAME TITLE

By: _____

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement provided Contractor is given a thirty (30) day notice.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
- 10a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- 10c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage (except Workers' Compensation) and for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- 10d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- 10f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- 10g. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- 10h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.
- 10i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
18. Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

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



ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS

SERVICE AGREEMENT UNDER \$21,745

General - Required Coverage

- General Liability: \$1 Million per occurrence
\$2 Million aggregate
- Automobile Liability: \$1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

<input checked="" type="checkbox"/> Construction General Liability: \$2 Million/occurrence \$4 Million/occurrence	<input type="checkbox"/> Design Professional General Liability: \$2 Million/occurrence \$4 Million aggregate Professional Liability \$2 Million/occurrence	<input type="checkbox"/> Special Events/Caterers/Vendors No auto required No workers' comp required
<input type="checkbox"/> IT Services Professional Liability: \$1 Million/occurrence No auto required	<input type="checkbox"/> Professional Consultant Professional Liability: \$1 Million/occurrence	<input type="checkbox"/> Professional Counseling/Psychological Professional Liability: \$1 Million/Occurrence No auto require

Insurance Verification

By signing the service agreement included with this document, you are confirming that your company has the minimum insurance limits required above.

A copy of your insurance certificate is not required at this time. The City may request proof of insurance at any time.

Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202



COUNCIL COMMUNICATION

CC #: 8511

File #: 0704

Title: Sports Officiating - Service Agreement Renewal
Contact: Christopher Pelzman 916-774-5977 cpelzman@roseville.ca.us

Meeting Date: 6/7/2017

Item #: 6.11.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution authorizing the City Manager to execute the service agreement with Sunrise Officials Association (SOA) in the amount of \$55,000.00 for Adult Sports officiating services.

BACKGROUND

In August 2014, the City Council approved a two year service agreement with Sunrise Officials Association to provide softball officiating services for the Parks, Recreation & Libraries Department. The agreement included the option to extend the contract for three (3) additional one year terms before being required to issue a new Request for Proposal. At the end of FY2015/16, Council approved the first one year extension of the contract. Now, at the end of FY2016/17, staff is requesting a second one year extension for FY2017/18.

Sunrise Officials Association has proven to be a good fit for the City of Roseville for many years, as is evident from both internal and external evaluation of their services. SOA understands the City of Roseville's expectation of providing exceptional service to our customers and has demonstrated this to date with the current agreement.

FISCAL IMPACT

The funds for this Service Agreement have been allocated through the Parks, Recreation & Libraries Department FY2017/18 operating budget. Fees are collected from participating teams/players to offset 100% of the costs associated with this agreement.

ECONOMIC DEVELOPMENT / JOBS CREATED

The adult softball program provides opportunities for independent contractors to officiate within the region.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines 15061(b)(3)). Sports Officiating Services is not considered a "project" as defined by the California Environmental Quality Act (CEQA). Consequently no CEQA action is required.

Respectfully Submitted,

Christopher Pelzman, Recreation Coordinator

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-221

Service Agreement

RESOLUTION NO. 17-221

APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN THE CITY OF
ROSEVILLE AND SUNRISE OFFICIALS ASSOCIATION, AND AUTHORIZING
THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a service agreement renewal (Service Agreement No. S1805163) for sports officiating services, between the City of Roseville and Sunrise Officials Association, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

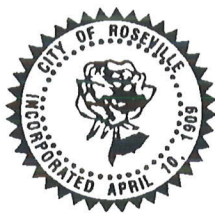
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1805163**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: RENEWAL DATE: 4/20/17

SUBMIT ALL INVOICES TO:

CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor No.: V04696
Telephone No.: (916)722-4475 Fax:
Email address: dmaudsley@surewest.net
Contractor: SUNRISE OFFICIALS ASSOCIATION
ATTN: DAVE MAUDSLEY
6455 HILLSPIRE COURT
CITRUS HEIGHTS, CA 95621

Department: PARKS, RECREATION, & LIBRARIES

Acct. Code: 08511-5100
08511-5100/685034-20

Buyer: JOANNA OUKROP
Phone: (916)774-5745

Start Date	Terms	Completion Date	Insurance Limits	Contact
7/1/17	NET 30	6/30/18	Approved by Risk Mgt.	CHRIS PELZMAN

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:

The vendor shall provide officiating services for the City of Roseville sponsored adult sports softball program games on an as needed basis at the direction of the Parks, Recreation, and Libraries Department and in accordance with all terms, conditions, and attachments of the "Adult Sports Officiating" RFP issued on 4/4/14. Pricing is per the attached Sunrise Officials Association softball umpire rate schedule dated 1/12/17.

Note: This contract acknowledges the officials provided by the Sunrise Officials Association are independent contractors and therefore, the City of Roseville is not responsible for Worker's Compensation or related claims.

Please contact Chris Pelzman at (916)774-5977 for questions regarding this contract.

The total cost of service below is an approximate value only. The City does not guarantee whatsoever the actual value of this contract.

Total Cost of Service: \$ **55,000.00**

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Business License No.: _____ Contractor License No.: _____ DIR Registration No.: _____

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: _____

SIGNATURE

WARREN GLEN

PRINT NAME

PRESIDENT

TITLE

CONTRACTOR: _____

SIGNATURE

DAVE MAUDSLEY

PRINT NAME

UIC/ASSIGNOR

TITLE

By: _____

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement provided Contractor is given a thirty (30) day notice.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
- 10a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- 10c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- 10d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- 10f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- 10g. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- 10h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.
- 10i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may

result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. If the project referenced on this service agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
18. If the project referenced on this service agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

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



ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS

SERVICE AGREEMENT UNDER \$21,745

General - Required Coverage

- General Liability: \$1 Million per occurrence
\$2 Million aggregate
- Automobile Liability: \$1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

<input type="checkbox"/> Construction	<input type="checkbox"/> Design Professional	<input type="checkbox"/> Special Events/Caterers/Vendors
General Liability: \$2 Million/occurrence \$4 Million/occurrence	General Liability: \$2 Million/occurrence \$4 Million aggregate Professional Liability \$2 Million/occurrence	No auto required No workers' comp required
<input type="checkbox"/> IT Services	<input type="checkbox"/> Professional Consultant	<input type="checkbox"/> Professional Counseling/Psychological
Professional Liability: \$1 Million/occurrence No auto required	Professional Liability: \$1 Million/occurrence	Professional Liability: \$1 Million/Occurrence No auto require

Insurance Verification

By signing the service agreement included with this document, you are confirming that your company has the minimum insurance limits required above.

A copy of your insurance certificate is not required at this time. The City may request proof of insurance at any time.

Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

SUNRISE OFFICIALS ASSOCIATION

DAVE MAUDSLEY
Umpire-in-Chief
6455 Hillspire Court
Citrus Heights CA 95621-1843

January 12, 2017

Ref: Softball Umpire Service Agreement

CITY of ROSEVILLE
Chris Pelzman
Adult Sports

The rates for the final year of the Softball Service Agreement are as follows:

Umpire Game Fees

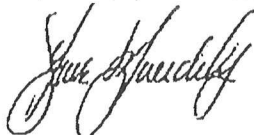
Increase of 1.00 per game effective July 1, 2017 – June 30, 2018
2 game minimum assignment

1 umpire, slow pitch, 60-minute time limit, 31.00 per game
1 umpire, slow pitch, No Time Limit (Playoffs) 33.00 per game

Administrative Fee

No Change; remains 10% of monthly game fees

Respectively Submitted

A handwritten signature in black ink, appearing to read "Dave Maudsley", written in a cursive style.

DAVE MAUDSLEY
Umpire-in-Chief



COUNCIL COMMUNICATION

CC #: 8498
File #: 0203-10

Title: Library ebooks - Purchase Authority Increase
Contact: Rendi Hodge 916-774-5240 rhodge@roseville.ca.us

Meeting Date: 6/7/2017
Item #: 6.12.

RECOMMENDATION TO COUNCIL

Recommend Council approve an increase of purchase authority from \$20,000.00 to \$34,000.00 on an annual purchase order with cloudLibrary™/Bibliotheca to purchase ebooks for the Roseville Public Library's collection. The estimated cost of the ebooks is up to \$34,000.00 through FY2016/17, not to exceed the approved budgeted amount.

BACKGROUND

The Roseville Public Libraries have a recurring need to purchase ebooks. The ebooks are for library customers to use and checkout for informational, recreational and educational reading and enjoyment. The demand for ebooks is growing and the library strives to provide a variety of titles and subjects to meet our community's needs. cloudLibrary™/Bibliotheca is one of three vendors the library uses to purchase ebooks in order to offer a diverse collection. cloudLibrary™/Bibliotheca offers a very easy to use app for customers to search, download, and read ebooks. cloudLibrary™/Bibliotheca provides excellent customer service and assistance with selection and purchasing of materials. They have a large selection of materials that meet the needs of our library customers. As some material needs have decreased the demand for ebooks has continued to increase, therefore, there is capacity in the approved budget for the increased spending authority.

FISCAL IMPACT

The estimated annual cost for ebooks from cloudLibrary™/Bibliotheca for FY2016/17 is \$34,000.00 and funding is included in the approved library budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

The purchase authority increase for purchase order P1702474 with cloudLibrary™/Bibliotheca will not create any jobs.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The purchase of library materials does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Rendi Hodge, Library Supervisor

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 8499
File #: 0203-01

Title: Ford F-350 with Utility Body (RFQ 01-3132) - Purchase Order
Contact: Tiffany Valdez 916-774-5708 tvaldez@roseville.ca.us

Meeting Date: 6/7/2017
Item #: 6.13.

RECOMMENDATION TO COUNCIL

Recommend Council authorize a purchase order to Oroville Ford as the lowest responsive bidder for RFQ 01-3132 for one Ford F-350 with utility body to replace vehicle number 01-373. The total cost of the vehicle, including tax and options, is \$64,148.94. Funding for this vehicle is included in the FY2016/17 Auto Replacement Budget.

BACKGROUND

The Environmental Utilities Maintenance Division is purchasing a Ford F-350 as a replacement for vehicle 01-373. The truck is used daily for preventative maintenance and trouble-shooting of mechanical and electrical issues at the City's Dry Creek Wastewater Treatment Plant, the Pleasant Grove Wastewater Treatment Plant, Barton Road Water Treatment Plant, and multiple neighborhood sewer lift stations throughout the City.

A formal bid was issued with vendors responding as follows:

<u>Vendor</u>	<u>F350 quantity 1</u>
Oroville Ford Oroville, CA	\$63,148.29
Downtown Ford Sales Sacramento, CA	\$64,274.00
Albany Ford Albany, CA	\$64,404.63
Downtown Ford Sales Sacramento, CA	\$68,118.77

Vehicle replacements are based on the Fleet Scoring System which considers factors such as age, miles, reliability, prior maintenance and repair costs, and current condition. Below are the

vehicle replacement scores.

Vehicle ID	Replacement Score	Vehicle Condition
01-373	29	Meets City replacement criteria

FISCAL IMPACT

The total cost of the vehicle, including tax and options, is \$64,148.94. Funding for this vehicle is included in the FY2016/17 Auto Replacement Budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not Applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The purchase of a vehicle does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Tiffany Valdez, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 8496
File #: 0203-05

Title: Citywide Telephone System Maintenance - Purchase Order Amendment
Contact: Matt Donaldson 916-774-5405 mdonaldson@roseville.ca.us

Meeting Date: 6/7/2017
Item #: 6.14.

RECOMMENDATION TO COUNCIL

Recommend increase in the amount authorized for a purchase order with Altura Communication Solutions to provide remote phone system maintenance for FY2016/2017 from \$65,000 to \$75,000. Funding is included in the Information Technology Department's FY2016-17 budget.

BACKGROUND

On January 21, 2015, the City Council approved a purchase order with Altura Communication Solutions to support the City's Avaya phone system for \$65,000. This purchase order covers software support and upgrades, hardware maintenance and replacements, and 24x7 remote monitoring services. Since council approval was given, an upgrade to the phone system has been performed that included new call management software, which increases the cost of maintenance by \$9,832.84. Consequently, staff requests authorization to increase the authorized amount from \$65,000 to \$75,000 in FY2016\2017. This purchase order piggybacks on the California Department of General Services CMAS contract 3-14-70-3100A.

FISCAL IMPACT

The total cost for this agreement for FY2016/2017 will not exceed \$75,000. Funding is included in the Information Technology department's FY2016/2017 budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Review Quality Act (CEQA) does not apply to activities that will not

result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines 15061 (b)(3)).

Respectfully Submitted,

Matt Donaldson, IT Program Manager - Network Infrastructure

Hong Sae, Chief Information Officer

A handwritten signature in blue ink, appearing to read 'Rob Jensen', with a long horizontal stroke extending to the right.

Rob Jensen, City Manager



COUNCIL COMMUNICATION

CC #: 8495
File #: 0203-04

Title: City Wide Paint Project - Notice of Completion
Contact: Dan Allen 916-774-5741 dallen@roseville.ca.us

Meeting Date: 6/7/2017
Item #: 6.15.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council accept the City Wide Paint Project (#01-3104) as complete and authorize the Director of Central Services to execute the Notice of Completion (Attachment A).

BACKGROUND

A construction contract was awarded to Quality Painting and Construction Co. Inc. of San Francisco, California on February 1st, 2017 for the City Wide Paint Project. The limits of the project are Fire Station 2, Fire Station 3, Fire Station 5, Maidu Community Center and Roseville Sports Complex. The City Central Services Department finished final inspection of the project and found the work to be completed in accordance with the specifications and is now ready for acceptance. No stop payment notices or preliminary notices were filed with the City Clerk during the project. In accordance with the specifications and Faithful Performance bond, the contractor shall guarantee the installation of all improvements for a period of twelve months from the date of Council acceptance.

FISCAL IMPACT

A construction contract for \$84,900.00 was awarded to Quality Painting and Construction Co. Inc. for the City Wide Paint Project. Council did not approve an allowance to pay construction contract change orders. The total amount of change orders occurring throughout the project totaled \$0.00 resulting in a total contract price of \$84,900.00. The project was funded under the General Capitol Improvement Project Rehabilitation Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

There are no short-term economic benefits associated with the Notice of Completion.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Dan Allen, Facility Manager

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-210

Attachment A City Wide Paint Project NOC

RESOLUTION NO. 17-210

ACCEPTING THE PUBLIC WORK KNOWN AS THE CITY WIDE PAINT PROJECT,
APPROVING THE “NOTICE OF COMPLETION”, AND AUTHORIZING THE CENTRAL
SERVICES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF
ROSEVILLE

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

1. The “Notice of Completion” on file in the City Clerk’s Department relative to that public work known as the City Wide Paint Project has been approved and the public work accepted.
2. The Director of Central Services is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

AFTER RECORDING RETURN TO:
CITY CLERK
311 VERNON STREET
ROSEVILLE, CA 95678

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work known as City Wide Paint Project, was completed and accepted by the City of Roseville on June 7th, 2017. The locations are indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference.

The general contractor on said project was Quality Painting and Construction Co. Inc.

The surety on said project was Philadelphia Indemnity Insurance Company.

ATTEST:

PAUL DIEFENBACH
Director of Central Services
City of Roseville

SONIA OROZCO, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF PLACER)

I, Paul Diefenbach, being first duly sworn, depose and say: I am the Director of Central Services of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

PAUL DIEFENBACH
Director of Central Services
City of Roseville

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 2017,
by PAUL DIEFENBACH proved to me on the basis of satisfactory evidence to be the person(s)
who appeared before me.

Notary Public in and for said County and State

EXHIBIT A - CITY WIDE PAINT PROJECT - VICINITY MAP

FIRE STATION 2 - 1398 JUNCTION BL
 FIRE STATION 3 - 1300 CIRBY WY
 FIRE STATION 5 - 1565 PLEASANT GROVE BL

ROSEVILLE SPORTS CENTER - 1545 PLEASANT GROVE BL
 MAIDU COMMUNITY CENTER - 1550 MAIDU DR





COUNCIL COMMUNICATION

CC #: 8509
File #: 0900-06

Title: Police Department Roof Repair - Notice of Completion
Contact: Dan Allen 916-774-5741 dallen@roseville.ca.us

Meeting Date: 6/7/2017
Item #: 6.16.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council accept the Roseville Police Department (RPD) Roof Repair (#01-3101) as complete and adopt a resolution to authorize the Director of Central Services to execute the Notice of Completion (Attachment A).

BACKGROUND

A construction contract was awarded to DK Enterprises Inc. DBA King's Roofing of Sacramento, California on January 18th, 2017 for the Roseville Police Department Roof Repair. The limits of the project are limited to the roof of the Generator Landing Pad and the Parking Garage at 1051 Junction Blvd. The City's Central Services Department finished final inspection of the project and found the work to be completed in accordance with the specifications and is now ready for acceptance. No stop payment notices or preliminary notices were filed with the City Clerk during the project. In accordance with the specifications and Faithful Performance bond, the contractor shall guarantee the installation of all improvements for a period of twelve months from the date of Council acceptance.

FISCAL IMPACT

A construction contract for \$73,407.00 was awarded to King's Roofing for the RPD Roof Repair in January 2017. The project was funded under the General Capitol Improvement Project Rehabilitation Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The completed project involved the repair of the roof on an existing facility. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section

15301). No further CEQA action is required.

Respectfully Submitted,

Dan Allen, Facility Manager

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-219

RPD Roof Repair NOC

RESOLUTION NO. 17-219

ACCEPTING THE PUBLIC WORK KNOWN AS THE RPD ROOF REPAIR PROJECT,
APPROVING THE “NOTICE OF COMPLETION”, AND AUTHORIZING THE CENTRAL
SERVICES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF
ROSEVILLE

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

1. The “Notice of Completion” on file in the City Clerk’s Department relative to that public work known as the RPD Roof Repair Project has been approved and the public work accepted.
2. The Director of Central Services is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

AFTER RECORDING RETURN TO:
CITY CLERK
311 VERNON STREET
ROSEVILLE, CA 95678

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work known as RPD Roof Repair, was completed and accepted by the City of Roseville on June 7th, 2017. The location is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference.

The general contractor on said project was Kings Roofing.

The surety on said project was The Ohio Casualty Insurance Company.

ATTEST:

PAUL DIEFENBACH
Director of Central Services
City of Roseville

SONIA OROZCO, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF PLACER)

I, Paul Diefenbach, being first duly sworn, depose and say: I am the Director of Central Services of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

PAUL DIEFENBACH
Director of Central Services
City of Roseville

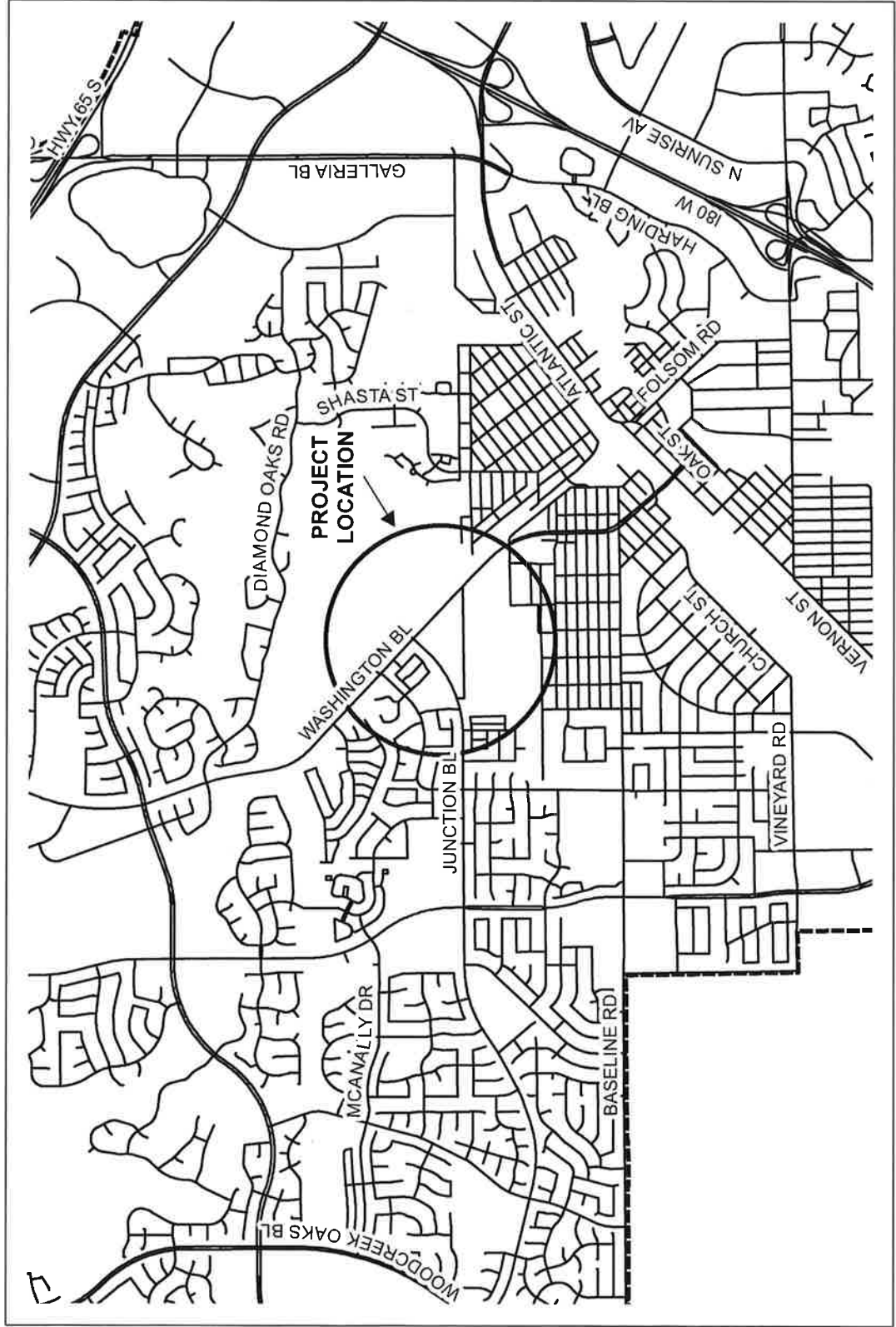
State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 2017,
by PAUL DIEFENBACH proved to me on the basis of satisfactory evidence to be the person(s)
who appeared before me.

Notary Public in and for said County and State

EXHIBIT A
ROSEVILLE POLICE DEPARTMENT ROOF REPAIR
VICINITY MAP

1051 JUNCTION BL





COUNCIL COMMUNICATION

CC #: 8487

File #: 0400-04-17-1

Title: Old Auburn Ranch - Certificate of Completion
Contact: Tim Rath 916-774-5252 trath@roseville.ca.us

Meeting Date: 6/7/2017

Item #: 6.17.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following action:

1. Adopt the attached resolution accepting Old Auburn Ranch, CWJ# 150110, as complete.
2. Authorize the City Engineer to execute the Certificate of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

ECONOMIC DEVELOPMENT / JOBS CREATED

Accepting the project as complete will not directly create jobs but rather maintain current employee levels of the developer until such a time the project is fully built out.

ENVIRONMENTAL REVIEW

The Council action of accepting Old Auburn Ranch as complete will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guideline 15060(c) (2)). Adoption of this project does not include the potential for a significant environmental effect and therefore is not subject to CEQA.

Respectfully Submitted,

Tim Rath, Construction Inspector

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-207

Certificate of completion

Exhibit A

RESOLUTION NO. 17-207

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS THE Old Auburn Ranch PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

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

1. The "Certificate of Completion" on file in the City Clerk's Department relative to that public work known as Old Auburn Ranch is hereby approved and the public work accepted.
2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book DD of Maps, Page 29 is hereby accepted.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

AFTER RECORDING RETURN TO:
CITY CLERK
311 VERNON STREET
ROSEVILLE, CA 95678

CERTIFICATE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work known as **Old Auburn Ranch** Project was completed and accepted by the City of Roseville on _____. The location is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference.

The general contractor on said project was **Marques Pipeline**.

The surety on said project was **A Faithful Performance Bond Number 0684623 From International Fidelity Insurance Company a New Jersey Corporation.**

MARC STOUT
City Engineer
City of Roseville

ATTEST:

SONIA OROZCO, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF PLACER)

I, MARC STOUT, being first duly sworn, depose and say: I am the City Engineer of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Certificate of Completion and know its contents and the facts stated therein are true.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

MARC STOUT
City Engineer
City of Roseville

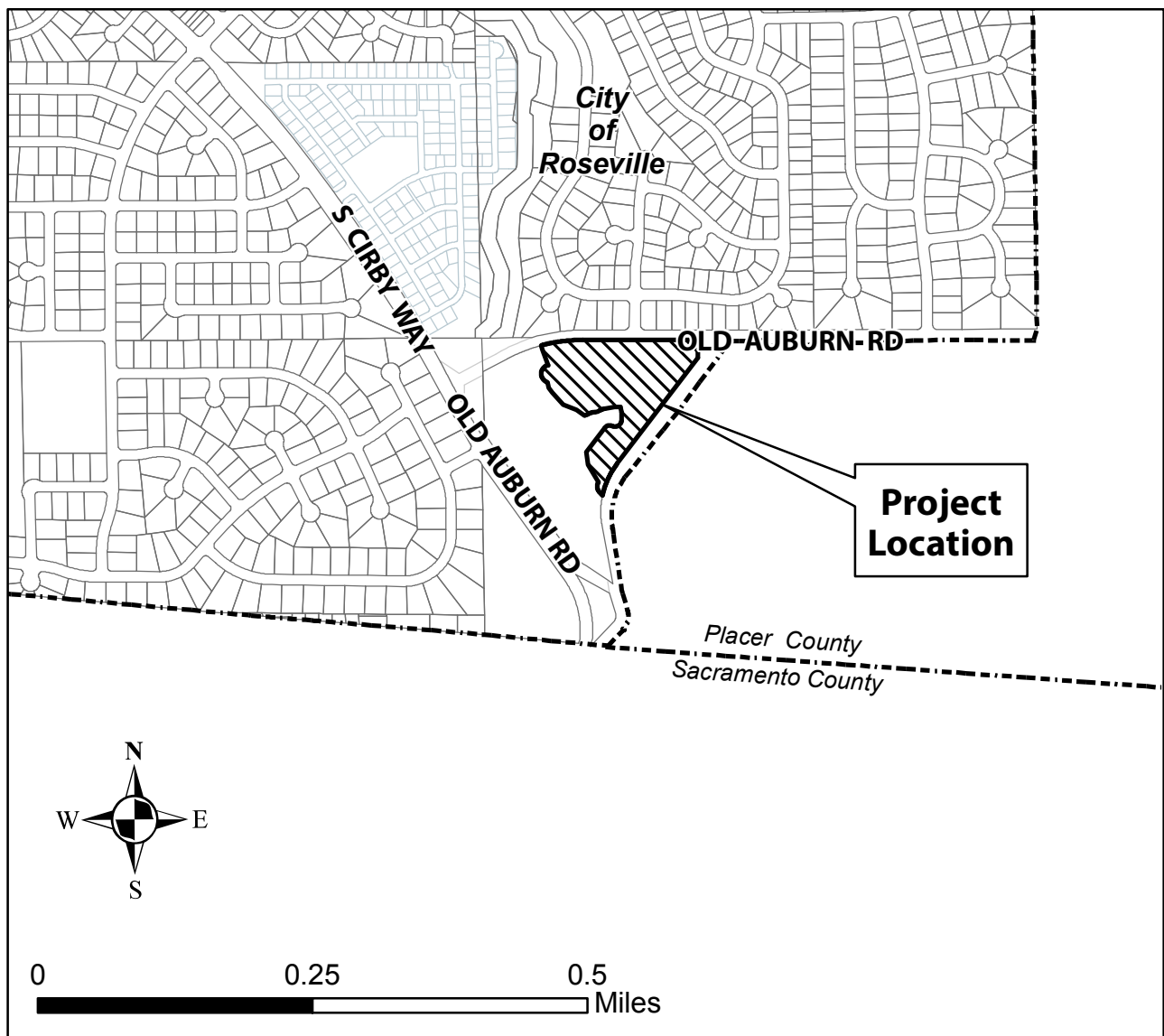
STATE OF CALIFORNIA)
COUNTY OF PLACER)

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 2017, by _____ proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public in and for said County and State

EXHIBIT A

City of Roseville Old Auburn Ranch





COUNCIL COMMUNICATION

CC #: 8518

File #: 0400-04-09-1 & 0400-07

Title: Westpark Phase 4 - Village W-18B Final Map and Subdivision Agreement

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

Meeting Date: 6/7/2017

Item #: 6.18.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept on behalf of the public, subject to improvement, the rights of way and the easements offered thereon, reject at this time on behalf of the public Lot A, and approve the abandonment of the rights of way listed thereon.
2. Adopt the attached resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services, Engineering section, has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met.

This map will be creating 57 residential lots and one lettered lot.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ECONOMIC DEVELOPMENT / JOBS CREATED

The sale of new homes will be the results of the acceptance of this map, creating jobs associated with the construction of these future residences.

ENVIRONMENTAL REVIEW

This project is consistent with the West Roseville Specific Plan EIR (SCH# 2002082057) certified by the City of Roseville on February 4, 2004, and the EIR Addendum approved on November 18, 2010.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-230

Subdivision Agreement

Final Map

RESOLUTION NO. 17-230

APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE
AND PULTE HOME COMPANY, LLC, AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement between the City of Roseville and Pulte Home Company, LLC, for the Westpark - Phase 4 Village W-18B Subdivision (Subdivision no. 000176), has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**RECORDING REQUESTED BY AND WHEN
RECORDED, PLEASE RETURN TO:**

**City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678**

SUBDIVISION AGREEMENT

Westpark -Phase 4 Village W-18B SUBDIVISION

THIS AGREEMENT, made and entered into this ____ day of _____,
20__, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and
Pulte Home Company, LLC,
a Michigan limited liability company, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville,
County of Placer, known as "Westpark - Phase 4, Village W-18B Subdivision" (Subdivision
no. 000176; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning
Commission on the 27 day of June, 2013, and the final map of the Subdivision
has been approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in
Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer
County Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by Wood Rodgers, dated May 16, 2017 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before June 30, 2019, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in

connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$ 1,475,694 . One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15

(commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its

improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY. SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, SUBDIVIDER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of SUBDIVIDER 's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

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

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE

LIMITS OF LIABILITY

General Liability

\$2,000,000 per occurrence

\$4,000,000 aggregate

Personal Injury:

\$2,000,000 per occurrence

\$4,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

a. Form. SUBDIVIDER shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. SUBDIVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. SUBDIVIDER shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply

on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

f. Waiver of Subrogation. SUBDIVIDER hereby agrees to waive subrogation which any insurer of SUBDIVIDER may acquire from SUBDIVIDER by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by SUBDIVIDER, its employees, agents and subcontractors.

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

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be

brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith

purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

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

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

Vice President of Land

PulteGroup

4511 Willow Rd. Suite 8

Pleasanton, CA 94588

Either party may amend its address by giving written notice to the other.

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

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

CITY OF ROSEVILLE, a
municipal corporation,

Pulte Home Company, LLC

a Michigan limited liability company

BY: _____

ROB JENSEN
City Manager

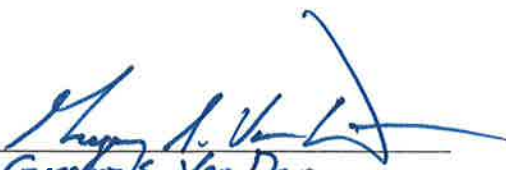
BY:  _____

Chris Winter
its: Division VP Finance

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

and

BY: 
its: Gregory S. Van Dam
Vice President of Land

APPROVED AS TO FORM:

(NOTARIZATION REQUIRED)

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: 
MARC STOUT
City Engineer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF ALAMEDA

On May 5, 2017, before me, Jeanne Miller, Notary Public

(here insert name and title of the officer)

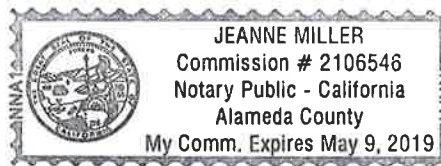
Personally appeared Christopher Winter,

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jeanne Miller
Signature



(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF ALAMEDA

On May 5, 2017, before me, Jeanne Miller, Notary Public

(here insert name and title of the officer)

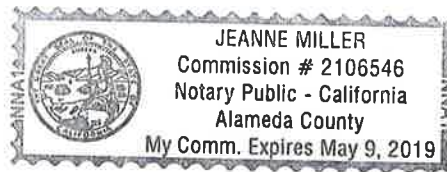
Personally appeared Gregory S. Van Dam,

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jeanne Miller
Signature



(Seal)

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THIS SUBDIVISION MAP, "FINAL MAP OF WESTPARK-PHASE 4, VILLAGE W-18B" AS SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY. WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENT FOR PUBLIC PURPOSES:

- A. PUBLIC EASEMENTS FOR INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, ELECTROLIERS, TRAFFIC CONTROL APPURTENANCES, WATER, SEWER, DRAINAGE AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND TWELVE AND ONE-HALF (12.5) FEET IN WIDTH AND CONTIGUOUS TO THE WAYS AND COURT SHOWN HEREON AND DESIGNATED "12.5' PUE" (PUBLIC UTILITY EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- A. AS PUBLIC RIGHTS-OF-WAY, THE STREETS SHOWN HEREON AS MT EVANS CIRCLE, McCOVEY WAY, TRINIDAD WAY, AND ROCKY FORD COURT.

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED IN FEE FOR PUBLIC PURPOSES:

- A. LOT A, SHOWN HEREON, TO THE CITY OF ROSEVILLE FOR OPEN SPACE PURPOSES.

PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY

BY: 
GREGORY S. VAN DAM
VICE PRESIDENT OF LAND PLANNING AND DEVELOPMENT

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF Sacramento) SS

ON 12th DAY OF May, 2017 BEFORE ME, Erica K. Chretien, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Gregory S. Van Dam

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

WITNESS MY HAND: 

PRINTED NAME: Erica K. Chretien

MY PRINCIPLE PLACE OF BUSINESS IS IN THE COUNTY OF: Sacramento

MY COMMISSION EXPIRES: September 25, 2020

MY COMMISSION No.: #2165866

FINAL MAP OF
**WESTPARK - PHASE 4
VILLAGE W-18B**
WEST ROSEVILLE SPECIFIC PLAN PARCEL W-18B
SUBDIVISION NO. 000176
BEING ALL OF LOT 3 OF WESTPARK - PHASE 4 LARGE LOT SUBDIVISION,
SUBDIVISION NO. 000176, BOOK CC OF MAPS, PG 53, O.R.P.C.
LYING WITHIN A PORTION OF SECTION 23
TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA



JUNE 2017

Sheet 1 of 7
1828.029

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____ DAY OF _____, 2017 BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

WITNESS MY HAND: _____

PRINTED NAME: _____

MY PRINCIPLE PLACE OF BUSINESS IS IN THE COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION No.: _____

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF WESTPARK-PHASE 4, VILLAGE W-18B AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

MARC STOUT _____ DATE _____
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE 09/30/2018

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF WESTPARK-PHASE 4, VILLAGE W-18B IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

TIMOTHY G. BLAIR, P.L.S. 8278
EXPIRATION DATE: 12/31/2017

DATE _____



CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE HAS APPROVED THIS FINAL MAP OF WESTPARK-PHASE 4, VILLAGE W-18B AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE RIGHTS-OF-WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION, BUT HAS REJECTED AT THIS TIME ON BEHALF OF THE PUBLIC, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE LOT A OFFERED HEREON, THE CITY COUNSEL HAS ALSO APPROVED THE ABANDONMENT OF THE IOD/ROW IN NOTE 7 ON SHEET 2.

DATE _____ CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2017, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF WOOD RODGERS, INC.

FEE: \$ _____ DOCUMENT NO.: _____


BY: _____ BY: _____
JIM McCAULEY DEPUTY RECORDER
COUNTY RECORDER COUNTY OF PLACER

SURVEYOR'S STATEMENT

THIS FINAL MAP OF WESTPARK-PHASE 4, VILLAGE W-18B WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY IN FEBRUARY 2016. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS AS INDICATED, OR THAT THEY WILL BE SET BY JUNE 30, 2019, AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.




DENNIS L. BARBER
P.L.S 8067 EXP. 12/31/2017

5/16/17
DATE

NOTES

1. ALL CURVES DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR.
2. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
3. DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
4. TOTAL AREA FOR THIS "WESTPARK-PHASE 4 VILLAGE W-18B" SUBDIVISION IS 12.62± AC. GROSS, CONSISTING OF 57 RESIDENTIAL DEVELOPMENT LOTS, AND 1 LETTERED LOT.
5. A GEOTECHNICAL ENGINEERING REPORT ENTITLED "WESTPARK PHASE 4 RESIDENTIAL DEVELOPMENT" WAS PREPARED BY ENGE0 INC., DATED MAY 22, 2013. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF ROSEVILLE DEVELOPMENT SERVICES – ENGINEERING DEPARTMENT, FILE NO. 308-798.
6. 5/8" REBAR CAPPED LS 8067 WILL BE SET AT ALL REAR LOT CORNERS, ALONG WITH ALL LOT LINE ANGLE POINTS OR AT 2.00 FOOT PROJECTION ALONG LOT LINES ADJACENT TO WALLS (2.00 FOOT BY 2.00 FOOT OFFSET FOR ANGLE POINTS ADJACENT TO WALLS). FRONT CORNERS WILL BE SET WITH A 1" BRASS DISK STAMPED "LS 8067" AT A 1.00 FOOT PROJECTION OF THE PROPERTY LINE ONTO THE SIDEWALK.
7. PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC IRREVOCABLE OFFERS OF DEDICATION/RIGHTS OF WAY (IOD/ROW) ARE HEREBY ABANDONED:

(A) THOSE PORTIONS OF THE IOD/ROW DEPICTED ON THE MAP ENTITLED "WESTPARK-PHASE 4, LARGE LOT SUBDIVISION", FILED IN BOOK "CC" OF MAPS, AT PAGE 53, O.R.P.C. WHICH DO NOT LIE WITHIN THE RIGHT-OF-WAY AS DELINEATED ON THIS FINAL MAP.

REFERENCES:

- (1) CC MAPS 53 (WESTPARK-PHASE 4, LARGE LOT SUBDIVISION)
- (2) BB MAPS 24 (FIDDYMENT RANCH PHASE 2, LARGE LOT SUBDIVISION)
- (3) CC MAPS 91 (WESTPARK-PHASE 4, VILLAGE W-17C)
- (4) DD MAPS 42 (WESTPARK-PHASE 4, VILLAGE W-19B)
- (5) DD MAPS 61 (WESTPARK-PHASE 4, VILLAGE W-18C)

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH LINE OF SECTION 24, T.11N., R.5E., M.D.M. TAKEN AS NORTH 89°28'27" EAST PER THE FIDDYMENT RANCH PHASE 2 LARGE LOT SUBDIVISION MAP ON FILE IN THE OFFICE OF THE PLACER COUNTY RECORDER IN BOOK BB OF MAPS, AT PAGE 24.

LEGEND

- DIMENSION POINT
- ⊙

SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "L.S. 8067"
- ⦿

FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "L.S. 8067"
- ⊗

COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944" (TO BE SET PER CC MAPS 53)
- ⦿

COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 6600" (TO BE SET PER DD MAPS 55)
- ⦿

FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
- ⦿

FOUND 3/4" GALVANIZED PIPE WITH PLASTIC CAP STAMPED "LS 7944"
- ⦿

FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 4533"
- ⦿

FOUND SECTION CORNER AS NOTED
- ⦿

FOUND QUARTER CORNER AS NOTED
- AC

ACRES
- IOD/ROW

IRREVOCABLE OFFER FOR DEDICATION/RIGHT-OF-WAY
- I.P.

IRON PIPE
- NTS

NOT TO SCALE
- (OA)

OVERALL DISTANCE
- O.R.P.C.

OFFICIAL RECORDS OF PLACER COUNTY
- PUE

PUBLIC UTILITY EASEMENT
- (R)

RADIAL BEARING
- SF

SQUARE FEET

FINAL MAP OF
WESTPARK - PHASE 4
VILLAGE W-18B
WEST ROSEVILLE SPECIFIC PLAN PARCEL W-18B
SUBDIVISION NO. 000176
BEING ALL OF LOT 3 OF WESTPARK - PHASE 4 LARGE LOT SUBDIVISION,
SUBDIVISION NO. 000176, BOOK CC OF MAPS, PG 53, O.R.P.C.
LYING WITHIN A PORTION OF SECTION 23
TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

FINAL MAP OF
**WESTPARK - PHASE 4
VILLAGE W-18B**

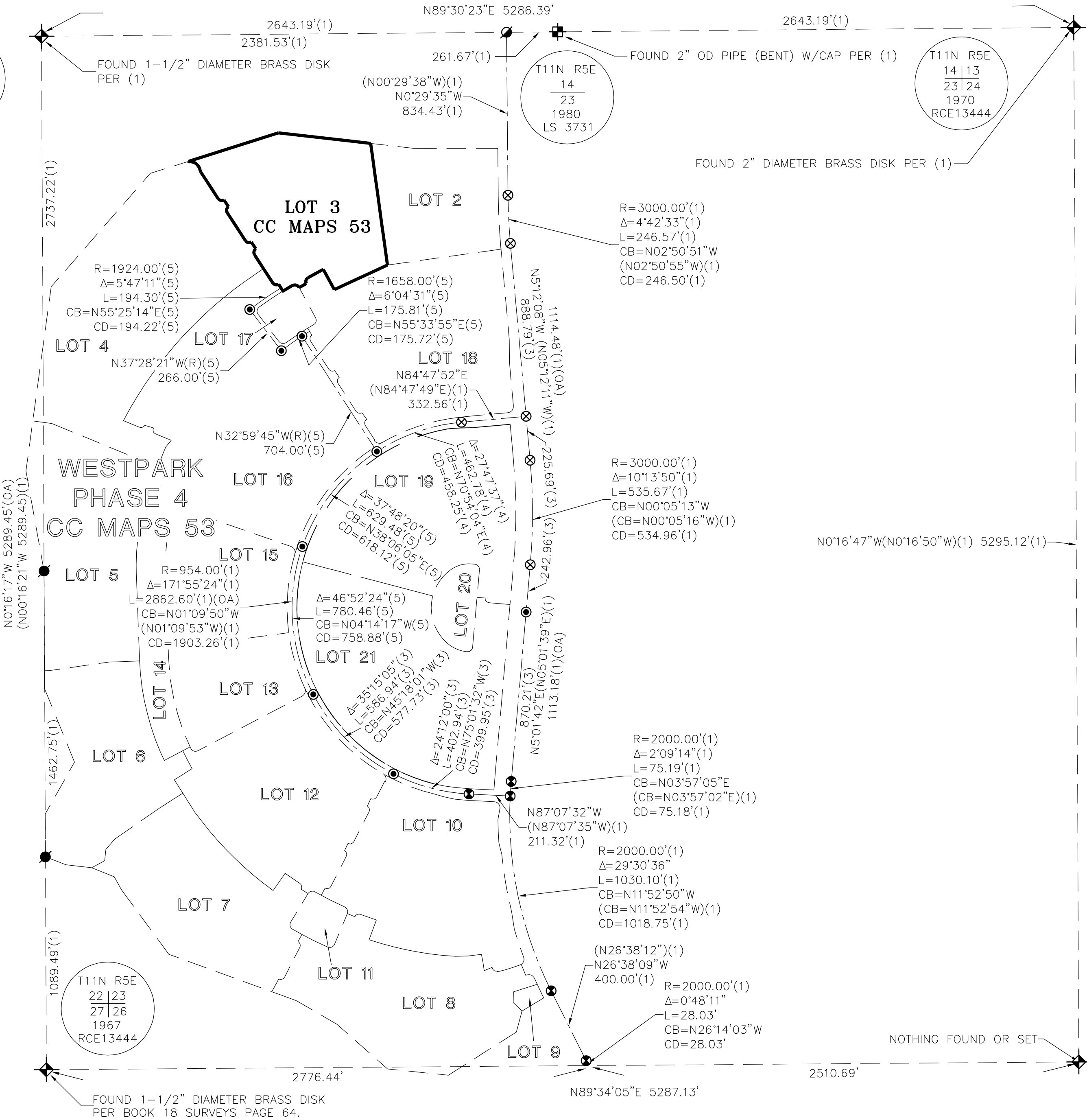
**WEST ROSEVILLE SPECIFIC PLAN PARCEL W-18B
SUBDIVISION NO. 000176**

BEING ALL OF LOT 3 OF WESTPARK - PHASE 4 LARGE LOT SUBDIVISION,
SUBDIVISION NO. 000176, BOOK CC OF MAPS, PG 53, O.R.P.C.
LYING WITHIN A PORTION OF SECTION 23
TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

JUNE 2017

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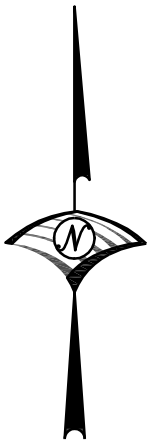
OVERALL BOUNDARY SITE PLAN

FOUND BRASS DISK IN WELL STAMPED PER (1)
N89°28'27" E 5282.21(2)
(N89°28'24" E 5282.18)(1)
BASIS OF BEARINGS

T11N R5E
S24 | S19
S25 | S30
1994
LS 5854

VILLAGE W-18B BOUNDARY SHEET

- A** DENOTES RIGHT OF WAY TO BE DEDICATED BY SEPARATE INSTRUMENT AT THE TIME OF THE CITY'S ACCEPTANCE OF STREET IMPROVEMENTS
- B** DENOTES PUBLIC UTILITY EASEMENT TO BE DEDICATED BY SEPARATE INSTRUMENT AT THE TIME OF THE CITY'S ACCEPTANCE OF STREET IMPROVEMENTS



0 40 80 160
SCALE: 1" = 80'

Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	52.00'(1)	85°32'08"(1)	77.63'(1)	N53°58'36"W(N53°58'40"W)(1)	70.62'(1)
C2	32.00'(1)	21°47'12"(21°47'18")(1)	12.17'(1)	N22°06'09"W(N22°06'15"W)(1)	12.09'(12.10')(1)
C3	22.00'(1)	88°57'42"(88°57'43")(1)	34.16'(1)	N77°28'36"W(N77°28'39"W)(1)	30.83'(1)
C4	22.00'(1)	91°04'33"(1)	34.97'(1)	N12°32'31"E(N12°32'28"E)(1)	31.40'(1)
C5	22.00'(1)	88°50'30"(1)	34.11'(1)	N77°25'00"W(N77°25'03"W)(1)	30.80'(1)
C6	22.00'(1)	91°12'18"(1)	35.02'(1)	N12°36'24"E(N12°36'21"E)(1)	31.44'(1)
C7	22.00'(1)	88°41'26"(1)	34.05'(1)	N77°20'28"W(N77°20'31"W)(1)	30.76'(1)
C8	1905.00'(1)	1°39'26"(1)	55.10'(1)	N59°08'33"E(N59°08'29"E)(1)	55.10'(1)
C9	26.00'(1)	91°22'20"(1)	41.46'(1)	N74°20'34"W(N74°20'37"W)(1)	37.21'(1)
C10	22.00'(1)	89°58'30"(1)	34.56'(1)	N16°20'36"E(N16°20'33"E)(1)	31.11'(1)
C11	1027.00'(1)	0°23'09"(1)	6.92'(1)	N61°32'11"E(N61°32'07"E)(1)	6.92'(1)

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF
WESTPARK - PHASE 4
VILLAGE W-18B
WEST ROSEVILLE SPECIFIC PLAN PARCEL W-18B
SUBDIVISION NO. 000176
BEING ALL OF LOT 3 OF WESTPARK - PHASE 4 LARGE LOT SUBDIVISION,
SUBDIVISION NO. 000176, BOOK CC OF MAPS, PG 53, O.R.P.C.
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TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN
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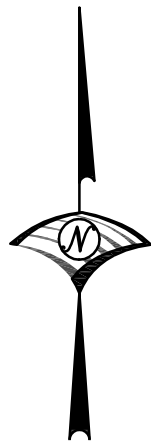
JUNE 2017

Sheet 4 of 7

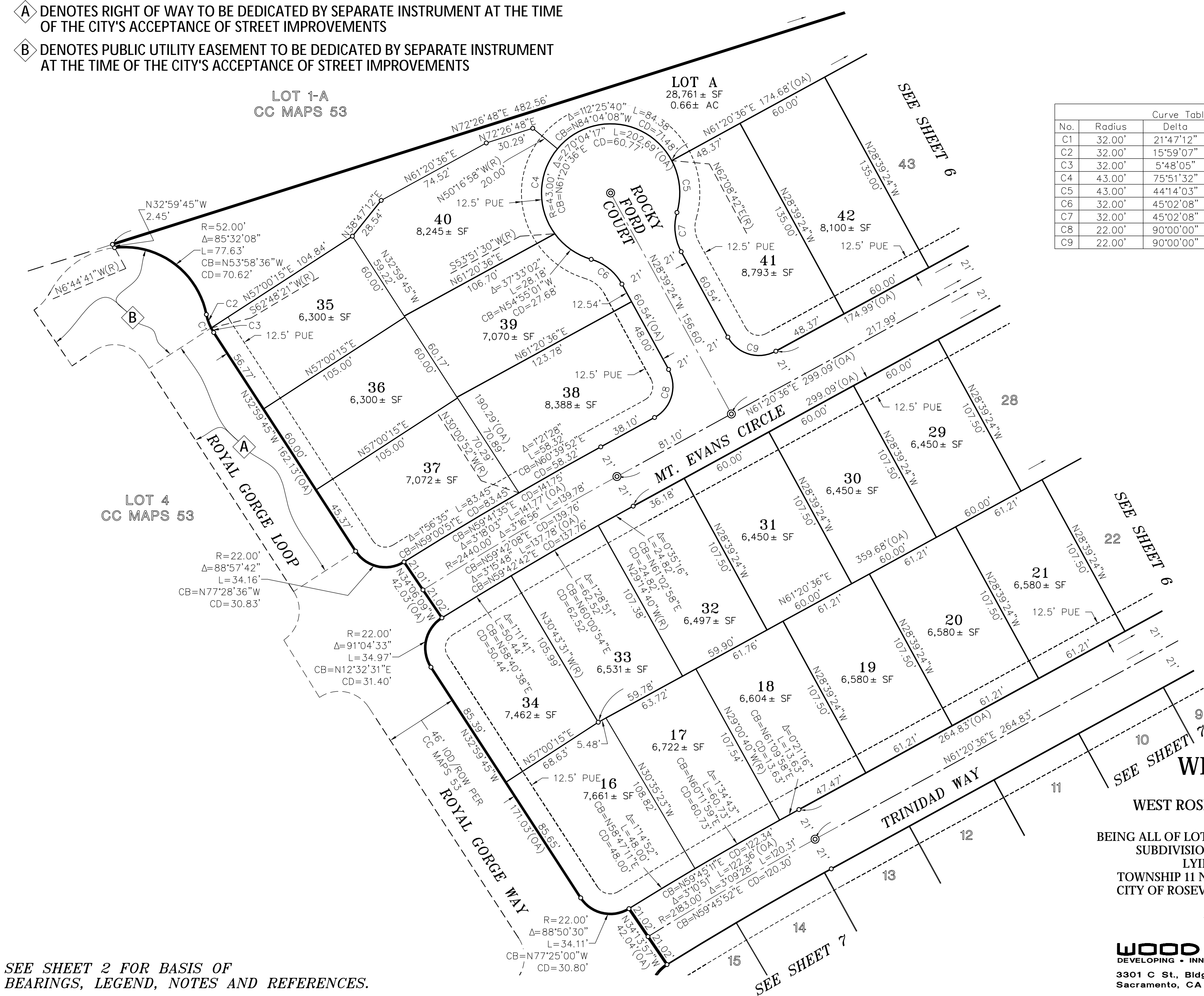
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- A** DENOTES RIGHT OF WAY TO BE DEDICATED BY SEPARATE INSTRUMENT AT THE TIME OF THE CITY'S ACCEPTANCE OF STREET IMPROVEMENTS
- B** DENOTES PUBLIC UTILITY EASEMENT TO BE DEDICATED BY SEPARATE INSTRUMENT AT THE TIME OF THE CITY'S ACCEPTANCE OF STREET IMPROVEMENTS

Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	32.00'	21°47'12"	12.17'	N22°06'09"W	12.09'
C2	32.00'	15°59'07"	8.93'	N19°12'06"W	8.90'
C3	32.00'	5°48'05"	3.24'	N30°05'42"W	3.24'
C4	43.00'	75°51'32"	56.93'	N1°47'16"E	52.86'
C5	43.00'	44°14'03"	33.20'	N5°44'17"W	32.38'
C6	32.00'	45°02'08"	25.15'	N51°10'28"W	24.51'
C7	32.00'	45°02'08"	25.15'	N6°08'20"W	24.51'
C8	22.00'	90°00'00"	34.56'	N16°20'36"E	31.11'
C9	22.00'	90°00'00"	34.56'	N73°39'24"W	31.11'



0 20 40 80
SCALE:1"= 40'



FINAL MAP OF
**WESTPARK - PHASE 4
VILLAGE W-18B**

WEST ROSEVILLE SPECIFIC PLAN PARCEL W-18B
SUBDIVISION NO. 000176

BEING ALL OF LOT 3 OF WESTPARK - PHASE 4 LARGE LOT SUBDIVISION,
SUBDIVISION NO. 000176, BOOK CC OF MAPS, PG 53, O.R.P.C.
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JUNE 2017

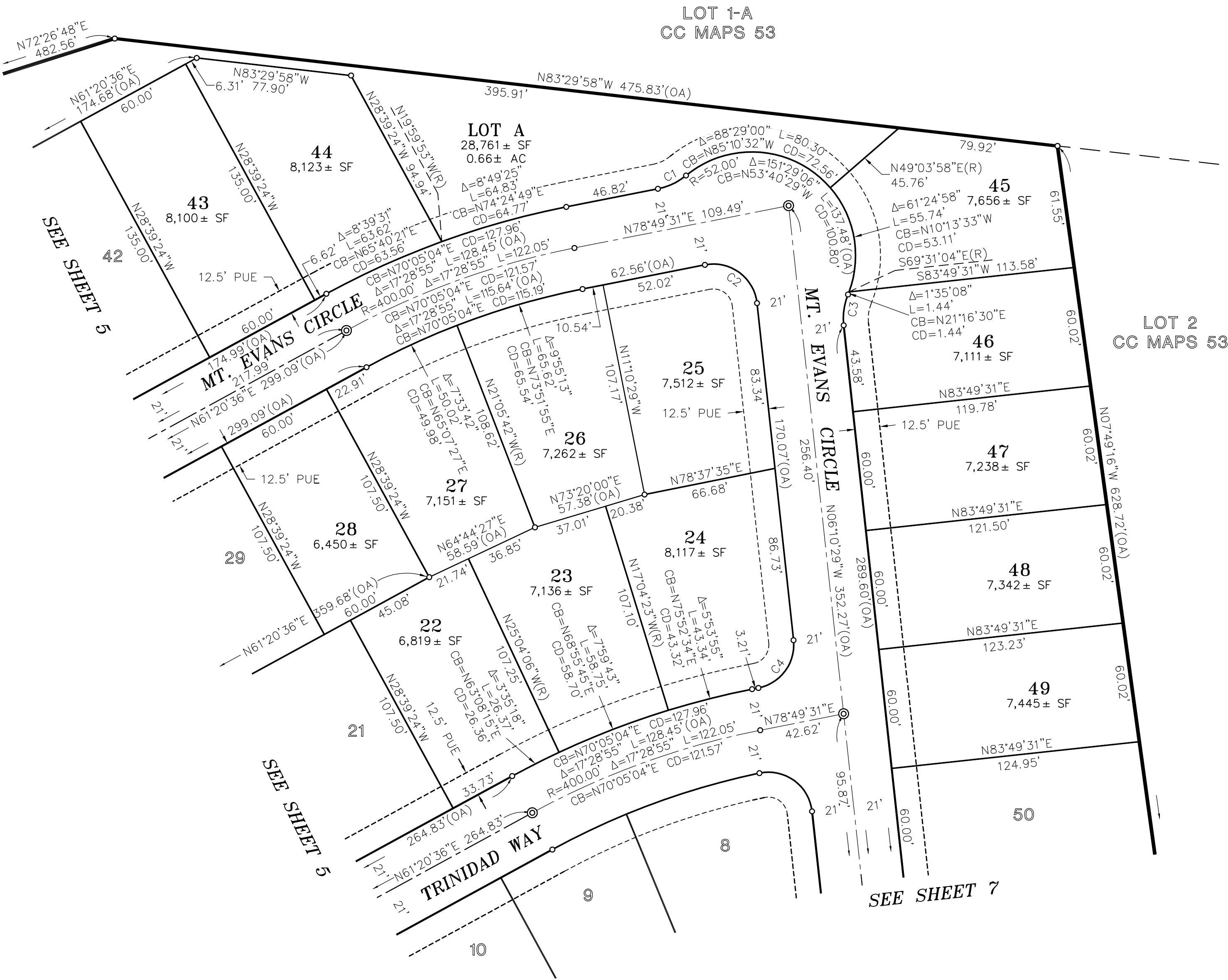


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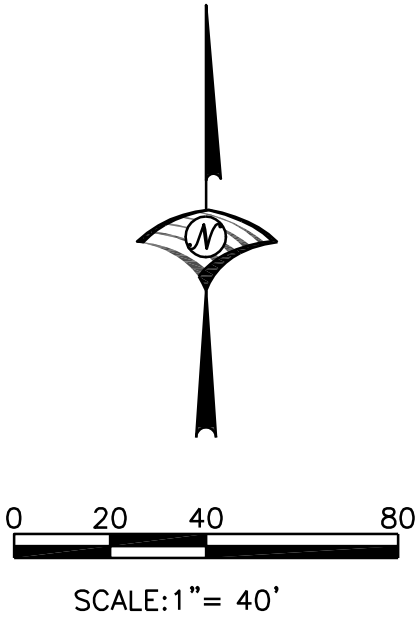
Sheet 5 of 7

1828.029

SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.



Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	32.00'	28°14'33"	15.77'	N64°42'15"E	15.61'
C2	22.00'	95°00'00"	36.48'	N53°40'29"W	32.44'
C3	32.00'	28°14'33"	15.77'	N7°56'48"E	15.61'
C4	22.00'	85°00'00"	32.64'	N36°19'31"E	29.73'



FINAL MAP OF
WESTPARK - PHASE 4
VILLAGE W-18B
WEST ROSEVILLE SPECIFIC PLAN PARCEL W-18B
SUBDIVISION NO. 000176
BEING ALL OF LOT 3 OF WESTPARK - PHASE 4 LARGE LOT SUBDIVISION,
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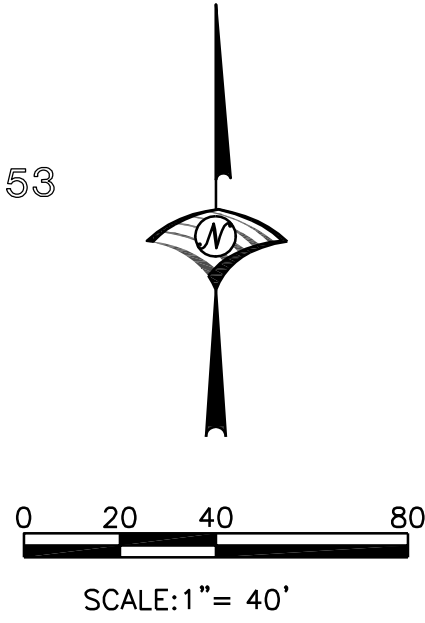
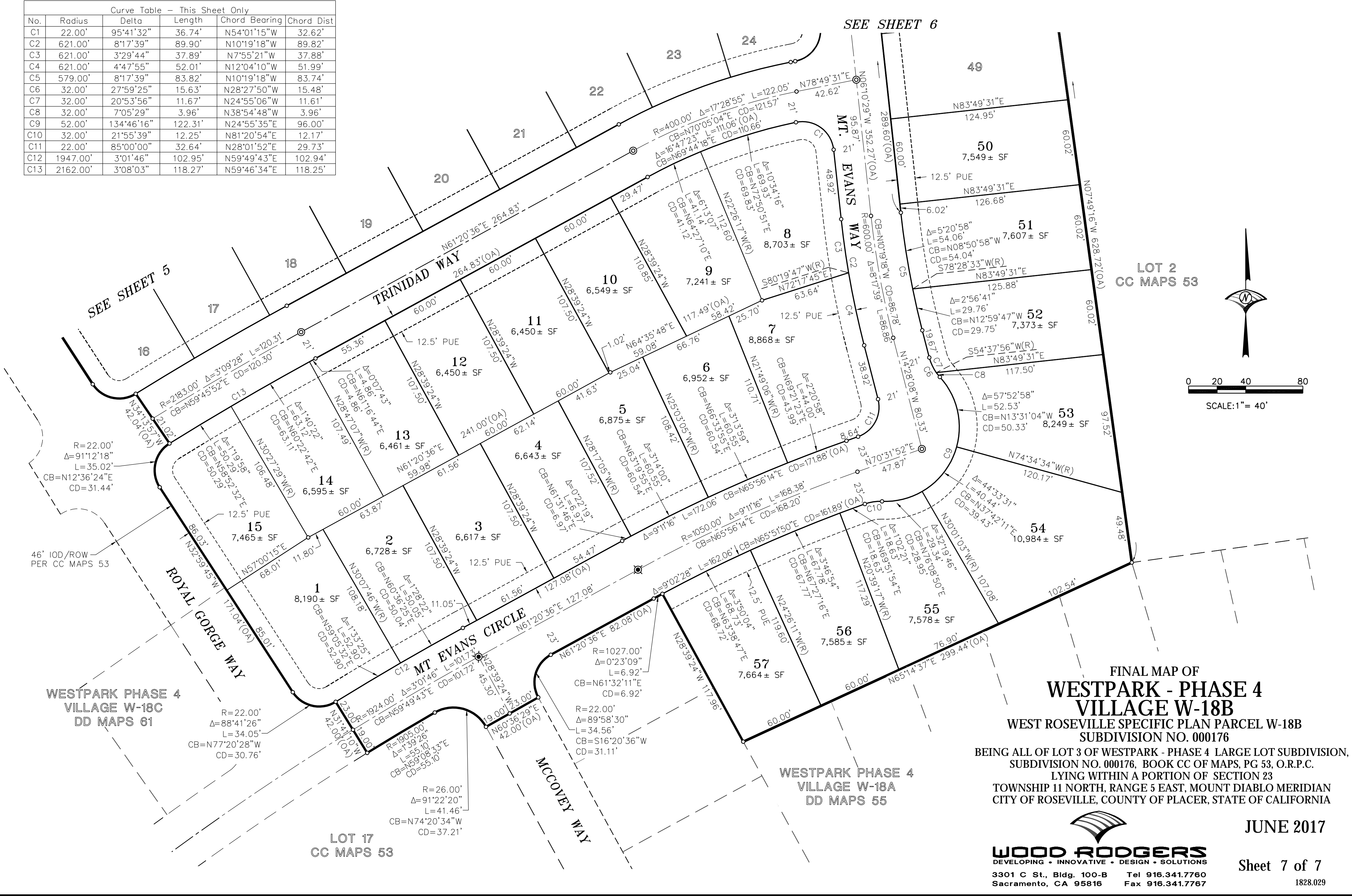
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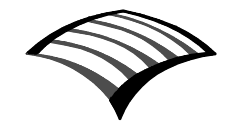
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Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	22.00'	95°41'32"	36.74'	N54°01'15"W	32.62'
C2	621.00'	8°17'39"	89.90'	N10°19'18"W	89.82'
C3	621.00'	3°29'44"	37.89'	N7°55'21"W	37.88'
C4	621.00'	4°47'55"	52.01'	N12°04'10"W	51.99'
C5	579.00'	8°17'39"	83.82'	N10°19'18"W	83.74'
C6	32.00'	27°59'25"	15.63'	N28°27'50"W	15.48'
C7	32.00'	20°53'56"	11.67'	N24°55'06"W	11.61'
C8	32.00'	7°05'29"	3.96'	N38°54'48"W	3.96'
C9	52.00'	134°46'16"	122.31'	N24°55'35"E	96.00'
C10	32.00'	21°55'39"	12.25'	N81°20'54"E	12.17'
C11	22.00'	85°00'00"	32.64'	N28°01'52"E	29.73'
C12	1947.00'	3°01'46"	102.95'	N59°49'43"E	102.94'
C13	2162.00'	3°08'03"	118.27'	N59°46'34"E	118.25'



FINAL MAP OF
**WESTPARK - PHASE 4
VILLAGE W-18B**
WEST ROSEVILLE SPECIFIC PLAN PARCEL W-18B
SUBDIVISION NO. 000176

BEING ALL OF LOT 3 OF WESTPARK - PHASE 4 LARGE LOT SUBDIVISION,
SUBDIVISION NO. 000176, BOOK CC OF MAPS, PG 53, O.R.P.C.
LYING WITHIN A PORTION OF SECTION 23
TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA



WOOD RODGERS
DEVELOPING • INNOVATIVE • DESIGN • SOLUTIONS
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

JUNE 2017

Sheet 7 of 7

1828.029



COUNCIL COMMUNICATION

CC #: 8489

File #: 0800-03

Title: Rebate Processing System and Database - Professional Services Agreement Amendment

Contact: Renee Laffey 916-774-5671 rlaffey@roseville.ca.us

Meeting Date: 6/7/2017

Item #: 6.19.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute the attached amendment to the professional services agreement with crmOrbit, Inc. (Energy Orbit) for hosted rebate application processing and database services. This amendment extends the term of the contract for one year and increases the cost of the contract by \$91,691, bringing the total cost of the agreement to \$522,146. Funding for the additional work is expressly contingent upon the adoption of the Roseville City Council's adoption of the Fiscal Year 2017/18 Electric Utility public benefits program budget and Environmental Utilities water efficiency budget.

BACKGROUND

Roseville Electric Utility and Environmental Utilities contract with crmOrbit, Inc. (Energy Orbit) for electric and water rebate application processing and reporting services. The rebate system supports a range of customer energy and water efficiency programs offered by Roseville Electric Utility and Environmental Utilities.

The Energy Orbit system is built and hosted on the Salesforce technology platform. Salesforce is the global leader in customer relationship management and cloud computing. Staff have processed over 22,000 rebates in the system since implementation in 2012. In addition to customer rebate processing, the database also stores and tracks technical information related to solar interconnections within the City's electric utility system.

The database offers a flexible, secure online, cloud hosted rebate application process with internal workflow routing and digital document storage. The system supports external regulatory reporting required by the State of California and other governmental agencies. The automation of the Energy Orbit system has significantly reduced staff time and related expenses associated with processing rebates.

This amendment is requested to allow staff the necessary time to issue a Request for Proposals for rebate processing services for the utilities.

FISCAL IMPACT

This amendment has a not to exceed limit of \$91,691 for FY2017/18. Funding for the additional work as stated is expressly contingent upon the adoption of the Roseville City Council's adoption of the Fiscal Year 2017/18 Electric Utility budget for public benefits programs and the Fiscal Year 2017/18 Environmental Utilities Department water efficiency budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

These services do not create local jobs or stimulate local economic growth.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b) (3)). The Energy Orbit project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Renee Laffey, Electric Business Analyst

Michelle Bertolino, Electric Utility Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-209

PSA-Signed by M Bertolino

SOW for 3rd Amendment

RESOLUTION NO. 17-209

APPROVING A THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND CRMORBIT, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a third amendment to Professional Services Agreement for the Roseville Electric – energyOrbit implementation project, by and between the City of Roseville and CrmOrbit, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Project: Roseville Electric – energyOrbit Implementation

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

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated February 1, 2012 and amended on December 5, 2012 and January 21, 2015 (“Agreement”) regarding implementation of a software-as-a-service solution known as the energyOrbit Implementation (“Project”); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT’s letter/proposal dated September 1, 2016, which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide additional services as described in Exhibit “A” of this Third Amendment to Agreement.

2. Paragraph 2 of the Agreement is amended by adding an additional paragraph to read as follows:

“Funding for the additional work as stated in this Third Amendment to Agreement is expressly contingent upon the Roseville City Council’s adoption of the Fiscal Year 2018 Electric Utility budget for public benefits programs and the Fiscal Year 2018 Environmental Utilities Department water efficiency budget. Upon prior approval of the budget as noted above, CITY shall pay ninety-one thousand, six hundred ninety-one dollars (\$91,691), in consideration of the additional services as set forth in Exhibit “A” to the Third Amendment to Agreement. This brings the total not to exceed contract amount to five hundred twenty-two thousand, one hundred forty-six dollars (\$522,146).”

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

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

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
ROB JENSEN
City Manager

CRMORBIT, INC., a
California corporation

BY: _____
its: VP

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

and

BY:



its:

CEO and Founder

BY:

SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY:

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:



MICHELLE BERTOLINO
Electric Utility Director

EXHIBIT “A”



One Market Street – Spear Tower
Suite 3600
San Francisco, CA 94105

September 1, 2016

Renee Laffey
Roseville Electric
2090 Hilltop Circle
Roseville, CA. 95747

Re: Extension

Dear Renee,

crmOrbit, Inc. d/b/a energyOrbit appreciates the opportunity to extend the current contract. As we discussed in our previous meeting, the extension will cover the following items:

- 1-year renewal including all licenses, end 6/30/18
- Support for RE & EU included in pricing for extension
 - A \$5K budget for support for both RE & EU.
- Customer Support:
 - Standard customer service rates for:
 - Ongoing weekly meeting time
 - Minor support as needed
 - “Smoke Testing” of releases in RE sandbox
- Enhancements:
 - Solar enhancement:
 - Functionality to allow Roseville to see the number of Solar Interconnections at the Project level in addition for the Customer as a whole at the Account level. The ability to see the total of all of the Solar Interconnection totals at all of the projects combined for this same Account’s Shipping Address and see this Total Number at the Account level for each of the different account records in eO.
 - Other Enhancements:
 - A \$5,000 allotment for additional enhancements.



Pricing

We are proposing a one-year extension with Roseville Electric. Below is the pricing table for the items that will be included in this extension.

Invoice Date	Category	Amount	Description
7/1/2017	Application License/Hosting	\$60,691	Annual 15 user license with three administrators – 7/1/2017 through 6/30/2018
Various	Enhancements	\$11,000	Enhancements to the system to support the Solar Program, in addition to an allotment for additional enhancements.
Various	RE Support	\$5,000	Block of 50 hours of support at \$100/hr.
Various	EU Support	\$5,000	Block of 50 hours of support at \$100/hr.
Various	Customer Support	Up to \$10,000	Support items such as weekly meetings, support items, and Smoke Tests at a rate of \$100/hr.
Total		\$91,691	

Travel

Travel would be billed on a monthly basis, and would be billed at actual cost.

Conclusion

Please contact Jason Adge at jadge@energy-orbit.com or me if you need additional information.

Sincerely,

Jason Adge
Vice President, Business Development
energyOrbit
T: 7916-899-9424
Email: jadge@energy-orbit.com



COUNCIL COMMUNICATION

CC #: 8515

File #: 0721

Title: West Roseville Specific Plan Westpark Parcel W-4, W-7, Village 1 and Village 2
Transit Bus Shelter Construction Fee Agreements for Bus Shelters #180, #183,
#185 and #195

Contact: Anita Giordano 916-774-5385 agiordano@roseville.ca.us

Meeting Date: 6/7/2017

Item #: 6.20.

RECOMMENDATION TO COUNCIL

Staff recommends Council adopt four resolutions approving Transit Bus Shelter Construction Fee Agreements for the construction of Bus Shelters #180, #183, #185 and #195 between the City of Roseville and PL Roseville, LLC, and authorizing the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

The Conditions of approval of the tentative subdivision map for Westpark Parcel W-4, W-7, Village 1 and Village 2 require the developer to install or fund the installation of four bus shelters with locations on Fiddymont Road, Bob Doyle Drive, and Pleasant Grove Boulevard. Staff anticipates that bus service to these locations will be added three or more years into the future, necessitating the installation of bus shelters at that time. As a result, the developer has requested to convert four existing Deferred Improvement Agreements into four Transit Bus Construction Fee Agreements. Deferred Improvement Agreements require developers to maintain a bond for 150% of the value of the shelter. This conversion will end that obligation. Upon approval of the agreements, the developer will remit the full and present cost (\$40,000) for the construction of bus shelter #180, #183, #185 and #195.

FISCAL IMPACT

The construction fee of \$40,000 provides for bus shelters #180, #183, #185 and #195 to be installed in the future with no fiscal impact to the City's General fund or the Local Transportation Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000.00 in direct government spending. Based on that figure, this project will translate to approximately less than one job created.

ENVIRONMENTAL REVIEW

The proposed project involves the construction of a limited number of small facilities. This activity is categorically exempt from CEQA as a Class 3 Exemption (State CEQA Guidelines Section 15303). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Anita Giordano, Administrative Technician

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-225

180 Transit Bus Shelter Construction Fee Agreement

Resolution No. 17-226

183 Transit Bus Shelter Construction Fee Agreement

Resolution No. 17-227

185 Transit Bus Shelter Construction Fee Agreement

Resolution No. 17-228

195 Transit Bus Shelter Construction Fee Agreement

RESOLUTION NO. 17-225

APPROVING A TRANSIT BUS SHELTER CONSTRUCTION FEE AGREEMENT
BETWEEN CITY OF ROSEVILLE AND PL ROSEVILLE, LLC, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Transit Bus Shelter Construction Fee Agreement for WRSP Westpark Village 1, Bus Shelter # 180, between the City of Roseville and PL Roseville, LLC, has been reviewed by the Council;

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

RECORDING REQUESTED BY AND WHEN RECORDED,
PLEASE RETURN TO:

City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678

TRANSIT BUS SHELTER
CONSTRUCTION FEE AGREEMENT

Project Name: WRSP Westpark Village 1

Shelter Number: 180

THIS AGREEMENT is made and entered into this 1st day of May,
2017, by and between the CITY OF ROSEVILLE, a municipal corporation, ("CITY") and
PL Roseville, LLC, a California limited liability company, ("DEVELOPER"), and

W I T N E S S E T H:

A. DEVELOPER is the owner of a parcel of real property located in Roseville, Placer County, California, which is more particularly described in Exhibit "A" and as shown on the map labeled Exhibit "B" ("the Subject Property"). DEVELOPER currently intends to develop the Subject Property, and as a condition of such development, or as provided for per the Development Agreement between DEVELOPER and CITY, the terms of which are fully incorporated herein by this reference, CITY requires that DEVELOPER construct or finance the construction of a bus shelter on the Subject Property, on real property to be dedicated to CITY as part of landscape corridor and/or public right-of-way.

B. In order to satisfy such condition(s) set forth in Paragraph A, DEVELOPER hereby desires to pay CITY the full present cost of constructing such bus shelter. Such funds shall be

deposited into CITY account 00440-2011/683505-70. DEVELOPER has previously provided to CITY an easement to allow for the construction, installation, operation, and maintenance of a bus shelter, or other transit related facilities, by CITY or its designated agents, in further satisfaction of such condition(s).

C. CITY is willing to accept and deems such payment and easement as in full compliance with the aforementioned condition(s) of the project permit for the Subject Property, with the understanding that the funds may be used as determined by CITY for the placement of any transit related improvement within the vicinity of the Subject Property.

D. DEVELOPER and CITY previously entered into a Deferred Improvement Agreement dated February 15, 2006 for construction of a bus shelter on the Subject Property. DEVELOPER and CITY now desire to terminate that Deferred Improvement Agreement and replace it with this Transit Bus Shelter Construction Fee Agreement. Within ten (10) business days of the execution of this Agreement, CITY shall release to DEVELOPER Faithful Performance Bond No. 929367681, which was provided as security for the Deferred Improvement Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Agreement Runs with the Land. This Agreement is an instrument affecting the title or possession of the Subject Property. It shall run with the land, and all of the terms, covenants, conditions and restrictions of this Agreement shall be binding upon and inure to the benefit of all of the successors in interest of DEVELOPER. Upon sale or division of the Subject Property, the terms, conditions, covenants and restrictions of this Agreement shall apply to each parcel, and the owner or owners of each parcel of the Subject Property shall succeed to the obligations imposed upon DEVELOPER by this Agreement.

2. Payment. Within ten (10) business days of the execution of this Agreement, DEVELOPER shall pay to CITY the sum of ten thousand dollars (\$10,000), which represents the full current cost of constructing a bus shelter, or other transit related facility.

3. Location. CITY, in its sole discretion, may choose to construct, install, operate, and/or maintain a bus shelter upon the Subject Property, or may choose to use the funds to build any other transit related facilities within the vicinity of the Subject Property.

4. Right of Entry. Permission to enter onto the Subject Property or other property of DEVELOPER is hereby granted to CITY, or its designated agents, as may be necessary to construct, install, operate, or maintain such bus shelter or other transit related facilities.

5. Compliance with Conditions. Upon delivery to CITY of the payment specified in Section 2 above, DEVELOPER shall be deemed to have fully complied with and satisfied the condition of the Project Permit for the Subject Property for the financing and construction of the required bus shelter.

6. Integration. This is an integrated agreement, and contains the complete understanding of the parties. It shall be read as a whole.

7. Amendments. This Agreement and each provision contained herein may be waived, amended, supplemented, or terminated only by mutual written agreement of CITY and DEVELOPER.

8. Notices. Any notices required by this Agreement shall be personally delivered or mailed, U.S. Mail first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

City of Roseville
316 Vernon Street
Roseville, CA 95678
Attn: Alternative Transportation Dept.

DEVELOPER

PL Roseville, LLC
4511 Willow Road, Suite 8
Pleasanton, CA 94588
Attn: Greg Van Dam, Vice President of Land

Either party may amend its address for notice by notifying the other party in writing.

9. Venue. Any action arising out of this Agreement shall be brought in Placer County, regardless of where else it might otherwise be venued.


10. Attorney's Fees. In any action brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees.

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

CITY OF ROSEVILLE, a
municipal corporation

DEVELOPER:
PL ROSEVILLE, LLC, a
California limited liability company


BY: _____
ROB JENSEN
City Manager

BY: 
CHRISTOPHER WINTER
its: Vice President of Finance

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: 
Gregory S. Van Dam
its: Vice President of Land

(NOTARIZATION REQUIRED)

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
RHON HERNDON
Public Works Director

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF ALAMEDA

On May 1, 2017, before me, Jeanne Miller, Notary Public

(here insert name and title of the officer)

Personally appeared Christopher Winter,

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jeanne Miller
Signature



(Seal)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Placer }

On May 4, 2017 before me,

Sonyvu Quoc Nguyen, Public
(Here insert name and title of the officer)

personally appeared Gregory S. Van Dam
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT A

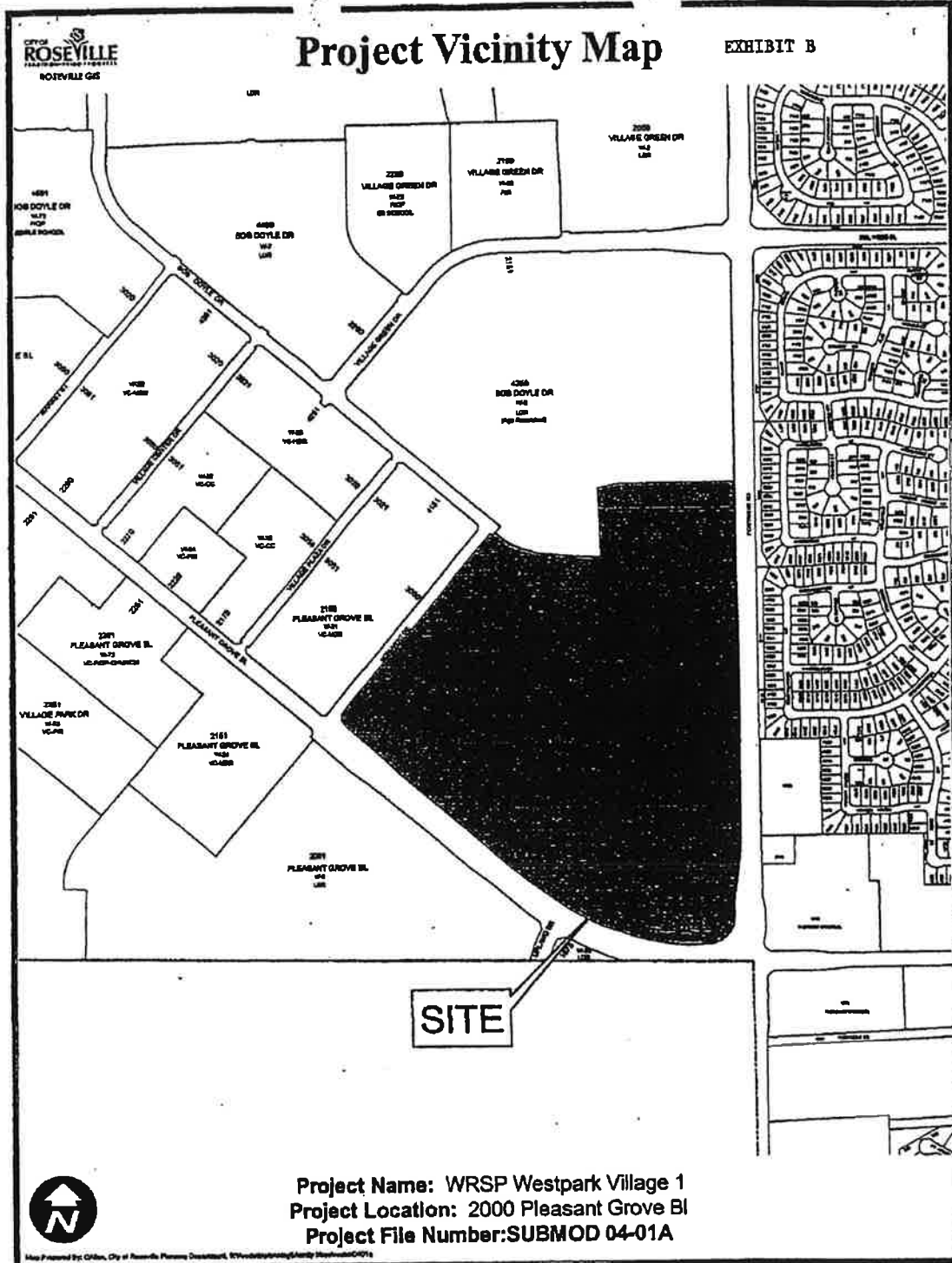
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,
COUNTY OF PLACER, CITY OF ROSEVILLE, AND IS DESCRIBED AS
FOLLOWS:

PARCEL ONE:

**LOT 1 OF PLAT ENTITLED "WESTPARK PHASE 1" FILED FOR RECORD
OCTOBER 21, 2004, IN BOOK AA, AT PAGE 4, OFFICIAL RECORDS OF
PLACER COUNTY.**

APN NO. 017-150-041



RESOLUTION NO. 17-226

APPROVING A TRANSIT BUS SHELTER CONSTRUCTION FEE AGREEMENT
BETWEEN CITY OF ROSEVILLE AND PL ROSEVILLE, LLC, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Transit Bus Shelter Construction Fee Agreement for WRSP Westpark Parcel W-7, Bus Shelter # 183, between the City of Roseville and PL Roseville, LLC, has been reviewed by the Council;

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

RECORDING REQUESTED BY AND WHEN RECORDED,
PLEASE RETURN TO:

City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678

TRANSIT BUS SHELTER
CONSTRUCTION FEE AGREEMENT

Project Name: WRSP Westpark Parcel W-7

Shelter Number: 183

THIS AGREEMENT is made and entered into this 1st day of May,
2017, by and between the CITY OF ROSEVILLE, a municipal corporation, ("CITY") and
PL Roseville, LLC, a California limited liability company, ("DEVELOPER"), and

W I T N E S S E T H:

A. DEVELOPER is the owner of a parcel of real property located in Roseville, Placer County, California, which is more particularly described in Exhibit "A" and as shown on the map labeled Exhibit "B" ("the Subject Property"). DEVELOPER currently intends to develop the Subject Property, and as a condition of such development, or as provided for per the Development Agreement between DEVELOPER and CITY, the terms of which are fully incorporated herein by this reference, CITY requires that DEVELOPER construct or finance the construction of a bus shelter on the Subject Property, on real property to be dedicated to CITY as part of landscape corridor and/or public right-of-way.

B. In order to satisfy such condition(s) set forth in Paragraph A, DEVELOPER hereby desires to pay CITY the full present cost of constructing such bus shelter. Such funds shall be

deposited into CITY account 00440-2011/683505-70. DEVELOPER has previously provided to CITY, or will provide to CITY concurrent to the execution of this Agreement, an easement to allow for the construction, installation, operation, and maintenance of a bus shelter, or other transit related facilities, by CITY or its designated agents, in further satisfaction of such condition(s).

C. CITY is willing to accept and deems such payment and easement as in full compliance with the aforementioned condition(s) of the project permit for the Subject Property, with the understanding that the funds may be used as determined by CITY for the placement of any transit related improvement within the vicinity of the Subject Property.

D. DEVELOPER and CITY previously entered into a Deferred Improvement Agreement dated February 15, 2006 for construction of a bus shelter on the Subject Property. DEVELOPER and CITY now desire to terminate that Deferred Improvement Agreement and replace it with this Transit Bus Shelter Construction Fee Agreement. Within ten (10) business days of the execution of this Agreement, CITY shall release to DEVELOPER Faithful Performance Bond No. 929367682, which was provided as security for the Deferred Improvement Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Agreement Runs with the Land. This Agreement is an instrument affecting the title or possession of the Subject Property. It shall run with the land, and all of the terms, covenants, conditions and restrictions of this Agreement shall be binding upon and inure to the benefit of all of the successors in interest of DEVELOPER. Upon sale or division of the Subject Property, the terms, conditions, covenants and restrictions of this Agreement shall apply to each parcel, and the owner or owners of each parcel of the Subject Property shall succeed to the obligations imposed upon DEVELOPER by this Agreement.

2. Payment. Concurrent with the execution of this Agreement, DEVELOPER shall pay to CITY the sum of ten thousand dollars (\$10,000), which represents the full current cost of constructing a bus shelter, or other transit related facility.

3. Location. CITY, in its sole discretion, may choose to construct, install, operate, and/or maintain a bus shelter upon the Subject Property, or may choose to use the funds to build any other transit related facilities within the vicinity of the Subject Property.

4. Right of Entry. Permission to enter onto the Subject Property or other property of DEVELOPER is hereby granted to CITY, or its designated agents, as may be necessary to construct, install, operate, or maintain such bus shelter or other transit related facilities.

5. Compliance with Conditions. Upon delivery to CITY of both the fully executed grant of easement specified in Paragraph B above and the payment specified in Section 2 above, DEVELOPER shall be deemed to have fully complied with and satisfied the condition of the Project Permit for the Subject Property for the financing and construction of the required bus shelter.

6. Integration. This is an integrated agreement, and contains the complete understanding of the parties. It shall be read as a whole.

7. Amendments. This Agreement and each provision contained herein may be waived, amended, supplemented, or terminated only by mutual written agreement of CITY and DEVELOPER.

8. Notices. Any notices required by this Agreement shall be personally delivered or mailed, U.S. Mail first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

City of Roseville
311 Vernon Street
Roseville, CA 95678
Attn: Public Works Dept.

DEVELOPER

PL Roseville, LLC
4511 Willow Road, Suite 8
Pleasanton, CA 94588
Attn: Greg Van Dam, Vice President of Land

Either party may amend its address for notice by notifying the other party in writing.

9. Venue. Any action arising out of this Agreement shall be brought in Placer County, regardless of where else it might otherwise be venued.

10. Attorney's Fees. In any action brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees.

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

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

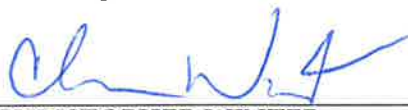
APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney


APPROVED AS TO SUBSTANCE:

BY: 
RHON HERNDON
Public Works Director

DEVELOPER:
PL ROSEVILLE, LLC, a
California corporation

BY: 
CHRISTOPHER WINTER
its: Vice President of Finance

and

BY: 
Gregory S. Van Dam
its: Vice President of Land

(NOTARIZATION REQUIRED)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF ALAMEDA

On May 1, 2017, before me, Jeanne Miller, Notary Public

(here insert name and title of the officer)

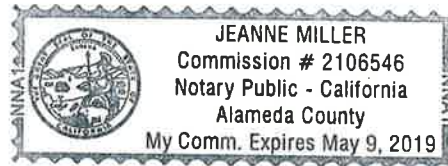
Personally appeared Christopher Winter,

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jeanne Miller
Signature



(Seal)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Placer }

On May 4, 2017 before me, Sonyu Quoc Nguyen, Notary Public
(Here insert name and title of the officer)

personally appeared Gregory S. Van Dam,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT A

LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,
COUNTY OF PLACER, CITY OF ROSEVILLE, AND IS DESCRIBED AS
FOLLOWS:

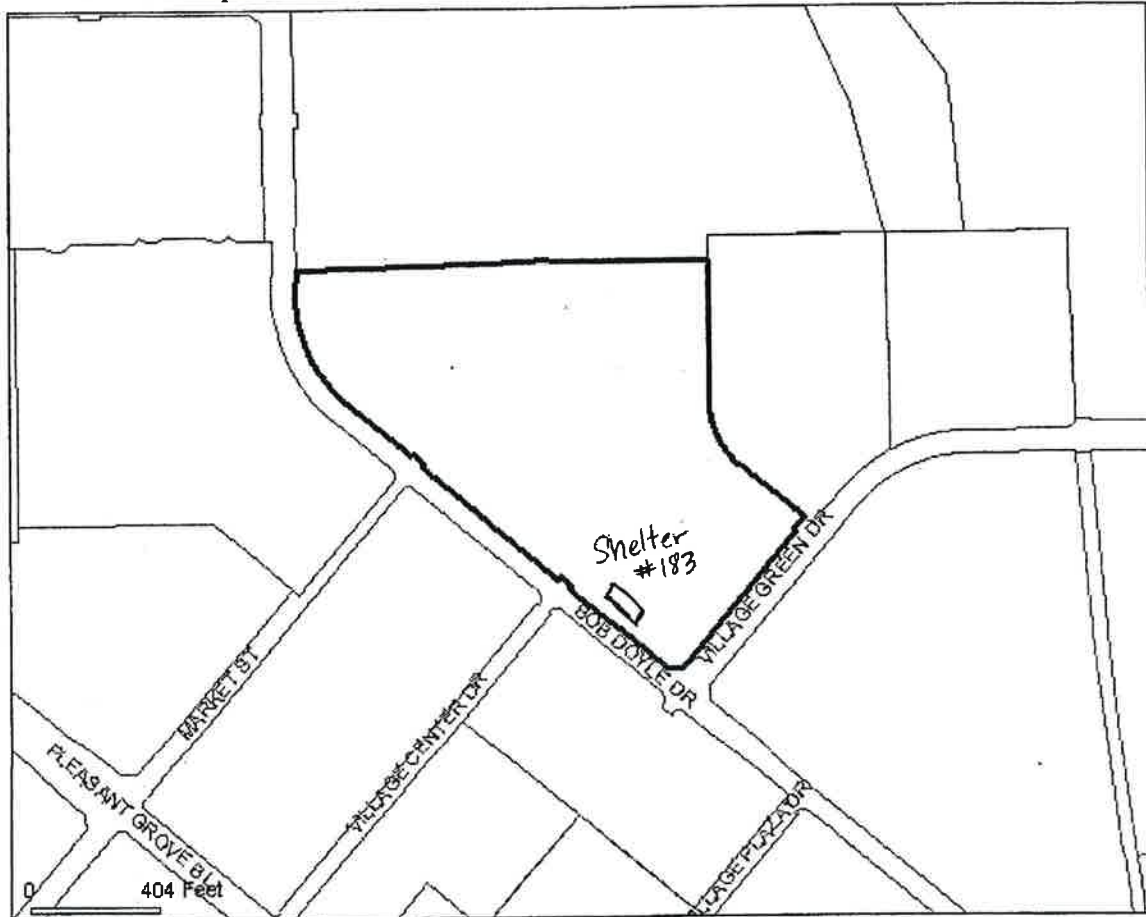
PARCEL ONE:

**LOT 8 OF PLAT ENTITLED "WESTPARK PHASE 1" FILED FOR RECORD
OCTOBER 21, 2004, IN BOOK AA, AT PAGE 4, OFFICIAL RECORDS OF
PLACER COUNTY.**

APN NO. 017-150-048

EXHIBIT B

WRSP Westpark Parcel W-7, 4400 Bob Doyle Dr.; SUBD 04-06; Bus Shelter #183



RESOLUTION NO. 17-227

APPROVING A TRANSIT BUS SHELTER CONSTRUCTION FEE AGREEMENT
BETWEEN CITY OF ROSEVILLE AND PL ROSEVILLE, LLC, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Transit Bus Shelter Construction Fee Agreement for WRSP Westpark Parcel W-4, Bus Shelter # 185, between the City of Roseville and PL Roseville, LLC, has been reviewed by the Council;

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

RECORDING REQUESTED BY AND WHEN RECORDED,
PLEASE RETURN TO:

City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678

TRANSIT BUS SHELTER
CONSTRUCTION FEE AGREEMENT

Project Name: WRSP Westpark Parcel W-4

Shelter Number: 185

THIS AGREEMENT is made and entered into this 1st day of May,
2017, by and between the CITY OF ROSEVILLE, a municipal corporation, ("CITY") and
PL Roseville, LLC, a California limited liability company, ("DEVELOPER"), and

W I T N E S S E T H:

A. DEVELOPER is the owner of a parcel of real property located in Roseville, Placer County, California, which is more particularly described in Exhibit "A" and as shown on the map labeled Exhibit "B" ("the Subject Property"). DEVELOPER currently intends to develop the Subject Property, and as a condition of such development, or as provided for per the Development Agreement between DEVELOPER and CITY, the terms of which are fully incorporated herein by this reference, CITY requires that DEVELOPER construct or finance the construction of a bus shelter on the Subject Property, on real property to be dedicated to CITY as part of landscape corridor and/or public right-of-way.

B. In order to satisfy such condition(s) set forth in Paragraph A, DEVELOPER hereby desires to pay CITY the full present cost of constructing such bus shelter. Such funds shall be

deposited into CITY account 00440-2011/683505-70. DEVELOPER has previously provided to CITY, or will provide to CITY concurrent to the execution of this Agreement, an easement to allow for the construction, installation, operation, and maintenance of a bus shelter, or other transit related facilities, by CITY or its designated agents, in further satisfaction of such condition(s).

C. CITY is willing to accept and deems such payment and easement as in full compliance with the aforementioned condition(s) of the project permit for the Subject Property, with the understanding that the funds may be used as determined by CITY for the placement of any transit related improvement within the vicinity of the Subject Property.

D. DEVELOPER and CITY previously entered into a Deferred Improvement Agreement dated February 15, 2006 for construction of a bus shelter on the Subject Property. DEVELOPER and CITY now desire to terminate that Deferred Improvement Agreement and replace it with this Transit Bus Shelter Construction Fee Agreement. Within ten (10) business days of the execution of this Agreement, CITY shall release to DEVELOPER Faithful Performance Bond No. 929367680, which was provided as security for the Deferred Improvement Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Agreement Runs with the Land. This Agreement is an instrument affecting the title or possession of the Subject Property. It shall run with the land, and all of the terms, covenants, conditions and restrictions of this Agreement shall be binding upon and inure to the benefit of all of the successors in interest of DEVELOPER. Upon sale or division of the Subject Property, the terms, conditions, covenants and restrictions of this Agreement shall apply to each parcel, and the owner or owners of each parcel of the Subject Property shall succeed to the obligations imposed upon DEVELOPER by this Agreement.

2. Payment. Concurrent with the execution of this Agreement, DEVELOPER shall pay to CITY the sum of ten thousand dollars (\$10,000), which represents the full current cost of constructing a bus shelter, or other transit related facility.

3. Location. CITY, in its sole discretion, may choose to construct, install, operate, and/or maintain a bus shelter upon the Subject Property, or may choose to use the funds to build any other transit related facilities within the vicinity of the Subject Property.

4. Right of Entry. Permission to enter onto the Subject Property or other property of DEVELOPER is hereby granted to CITY, or its designated agents, as may be necessary to construct, install, operate, or maintain such bus shelter or other transit related facilities.

5. Compliance with Conditions. Upon delivery to CITY of both the fully executed grant of easement specified in Paragraph B above and the payment specified in Section 2 above, DEVELOPER shall be deemed to have fully complied with and satisfied the condition of the Project Permit for the Subject Property for the financing and construction of the required bus shelter.

6. Integration. This is an integrated agreement, and contains the complete understanding of the parties. It shall be read as a whole.

7. Amendments. This Agreement and each provision contained herein may be waived, amended, supplemented, or terminated only by mutual written agreement of CITY and DEVELOPER.

8. Notices. Any notices required by this Agreement shall be personally delivered or mailed, U.S. Mail first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

City of Roseville
311 Vernon Street
Roseville, CA 95678
Attn: Public Works Dept.

DEVELOPER

PL Roseville, LLC
4511 Willow Road, Suite 8
Pleasanton, CA 94588
Attn: Greg Van Dam, Vice President of Land

Either party may amend its address for notice by notifying the other party in writing.

9. Venue. Any action arising out of this Agreement shall be brought in Placer County, regardless of where else it might otherwise be venued.

10. Attorney's Fees. In any action brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees.

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

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk


APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney


APPROVED AS TO SUBSTANCE:

BY:  _____
RHON HERNDON
Public Works Director

DEVELOPER:
PL ROSEVILLE, LLC, a
California corporation

BY:  _____
CHRISTOPHER WINTER
its: Vice President of Finance

and

BY:  _____
Gregory S. Van Dam
its: Vice President of Land

(NOTARIZATION REQUIRED)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF ALAMEDA

On May 1, 2017, before me, Jeanne Miller, Notary Public

(here insert name and title of the officer)

Personally appeared Christopher Winter,

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jeanne Miller
Signature



(Seal)

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Placer

On May 4, 2017 before me, Sonyu Quoc Nguyen,
(Here insert name and title of the officer)

Notary
Public

personally appeared Gregory S. Van Dam,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
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- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
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 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT A

LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,
COUNTY OF PLACER, CITY OF ROSEVILLE, AND IS DESCRIBED AS
FOLLOWS:

PARCEL ONE:

**LOT 7 OF PLAT ENTITLED "WESTPARK PHASE 1" FILED FOR RECORD
OCTOBER 21, 2004, IN BOOK AA, AT PAGE 4, OFFICIAL RECORDS OF
PLACER COUNTY.**

APN NO. 017-150-047

EXHIBIT B

WRSP Westpark Parcel W-4, 4550 Bob Doyle Dr.; SUBD 04-04; Bus Shelter #185



RESOLUTION NO. 17-228

APPROVING A TRANSIT BUS SHELTER CONSTRUCTION FEE AGREEMENT
BETWEEN CITY OF ROSEVILLE AND PL ROSEVILLE, LLC, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Transit Bus Shelter Construction Fee Agreement for WRSP Westpark Village 1 & 2, Bus Shelter # 195, between the City of Roseville and PL Roseville, LLC, has been reviewed by the Council;

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

RECORDING REQUESTED BY AND WHEN RECORDED,
PLEASE RETURN TO:

City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678

TRANSIT BUS SHELTER
CONSTRUCTION FEE AGREEMENT

Project Name: WRSP Westpark Village 1 & 2

Shelter Number: 195

THIS AGREEMENT is made and entered into this 1st day of May,
2017, by and between the CITY OF ROSEVILLE, a municipal corporation, ("CITY") and
PL Roseville, LLC, a California limited liability company, ("DEVELOPER"), and

W I T N E S S E T H:

A. DEVELOPER is the owner of a parcel of real property located in Roseville, Placer County, California, which is more particularly described in Exhibit "A" and as shown on the map labeled Exhibit "B" ("the Subject Property"). DEVELOPER currently intends to develop the Subject Property, and as a condition of such development, or as provided for per the Development Agreement between DEVELOPER and CITY, the terms of which are fully incorporated herein by this reference, CITY requires that DEVELOPER construct or finance the construction of a bus shelter on the Subject Property, on real property to be dedicated to CITY as part of landscape corridor and/or public right-of-way.

B. In order to satisfy such condition(s) set forth in Paragraph A, DEVELOPER hereby desires to pay CITY the full present cost of constructing such bus shelter. Such funds shall be

deposited into CITY account 00440-2011/683505-70. DEVELOPER has previously provided to CITY, or will provide to CITY concurrent to the execution of this Agreement, an easement to allow for the construction, installation, operation, and maintenance of a bus shelter, or other transit related facilities, by CITY or its designated agents, in further satisfaction of such condition(s).

C. CITY is willing to accept and deems such payment and easement as in full compliance with the aforementioned condition(s) of the project permit for the Subject Property, with the understanding that the funds may be used as determined by CITY for the placement of any transit related improvement within the vicinity of the Subject Property.

D. DEVELOPER and CITY previously entered into a Deferred Improvement Agreement dated February 15, 2006 for construction of a bus shelter on the Subject Property. DEVELOPER and CITY now desire to terminate that Deferred Improvement Agreement and replace it with this Transit Bus Shelter Construction Fee Agreement. Within ten (10) business days of the execution of this Agreement, CITY shall release to DEVELOPER Faithful Performance Bond No. 929367679, which was provided as security for the Deferred Improvement Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Agreement Runs with the Land. This Agreement is an instrument affecting the title or possession of the Subject Property. It shall run with the land, and all of the terms, covenants, conditions and restrictions of this Agreement shall be binding upon and inure to the benefit of all of the successors in interest of DEVELOPER. Upon sale or division of the Subject Property, the terms, conditions, covenants and restrictions of this Agreement shall apply to each parcel, and the owner or owners of each parcel of the Subject Property shall succeed to the obligations imposed upon DEVELOPER by this Agreement.

2. Payment. Concurrent with the execution of this Agreement, DEVELOPER shall pay to CITY the sum of ten thousand dollars (\$10,000), which represents the full current cost of constructing a bus shelter, or other transit related facility.

3. Location. CITY, in its sole discretion, may choose to construct, install, operate, and/or maintain a bus shelter upon the Subject Property, or may choose to use the funds to build any other transit related facilities within the vicinity of the Subject Property.

4. Right of Entry. Permission to enter onto the Subject Property or other property of DEVELOPER is hereby granted to CITY, or its designated agents, as may be necessary to construct, install, operate, or maintain such bus shelter or other transit related facilities.

5. Compliance with Conditions. Upon delivery to CITY of both the fully executed grant of easement specified in Paragraph B above and the payment specified in Section 2 above, DEVELOPER shall be deemed to have fully complied with and satisfied the condition of the Project Permit for the Subject Property for the financing and construction of the required bus shelter.

6. Integration. This is an integrated agreement, and contains the complete understanding of the parties. It shall be read as a whole.

7. Amendments. This Agreement and each provision contained herein may be waived, amended, supplemented, or terminated only by mutual written agreement of CITY and DEVELOPER.

8. Notices. Any notices required by this Agreement shall be personally delivered or mailed, U.S. Mail first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

City of Roseville
311 Vernon Street
Roseville, CA 95678
Attn: Public Works Dept.

DEVELOPER

PL Roseville, LLC
4511 Willow Road, Suite 8
Pleasanton, CA 94588
Attn: Greg Van Dam, Vice President of Land

Either party may amend its address for notice by notifying the other party in writing.

9. Venue. Any action arising out of this Agreement shall be brought in Placer County, regardless of where else it might otherwise be venued.

10. Attorney's Fees. In any action brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees.

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

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

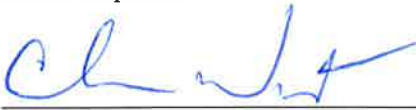
APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney


APPROVED AS TO SUBSTANCE:

BY: 
RHON HERNDON
Public Works Director

DEVELOPER:
PL ROSEVILLE, LLC, a
California corporation

BY: 
CHRISTOPHER WINTER
its: Vice President of Finance

and

BY: 
Gregory S. Van Dam
its: Vice President of Land

(NOTARIZATION REQUIRED)

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STATE OF CALIFORNIA

COUNTY OF ALAMEDA

On May 1, 2017, before me, Jeanne Miller, Notary Public

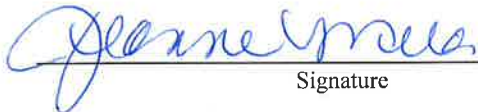
(here insert name and title of the officer)

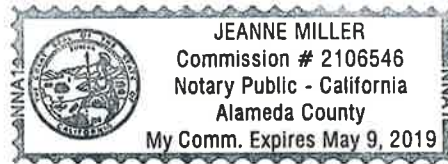
Personally appeared Christopher Winter,

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature



(Seal)

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Placer

On May 4, 2017 before me, Sonny Vu Nguyen, Notary Public
(Here insert name and title of the officer)

personally appeared Gregory S. Van Tam,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
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- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT A

LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,
COUNTY OF PLACER, CITY OF ROSEVILLE, AND IS DESCRIBED AS
FOLLOWS:

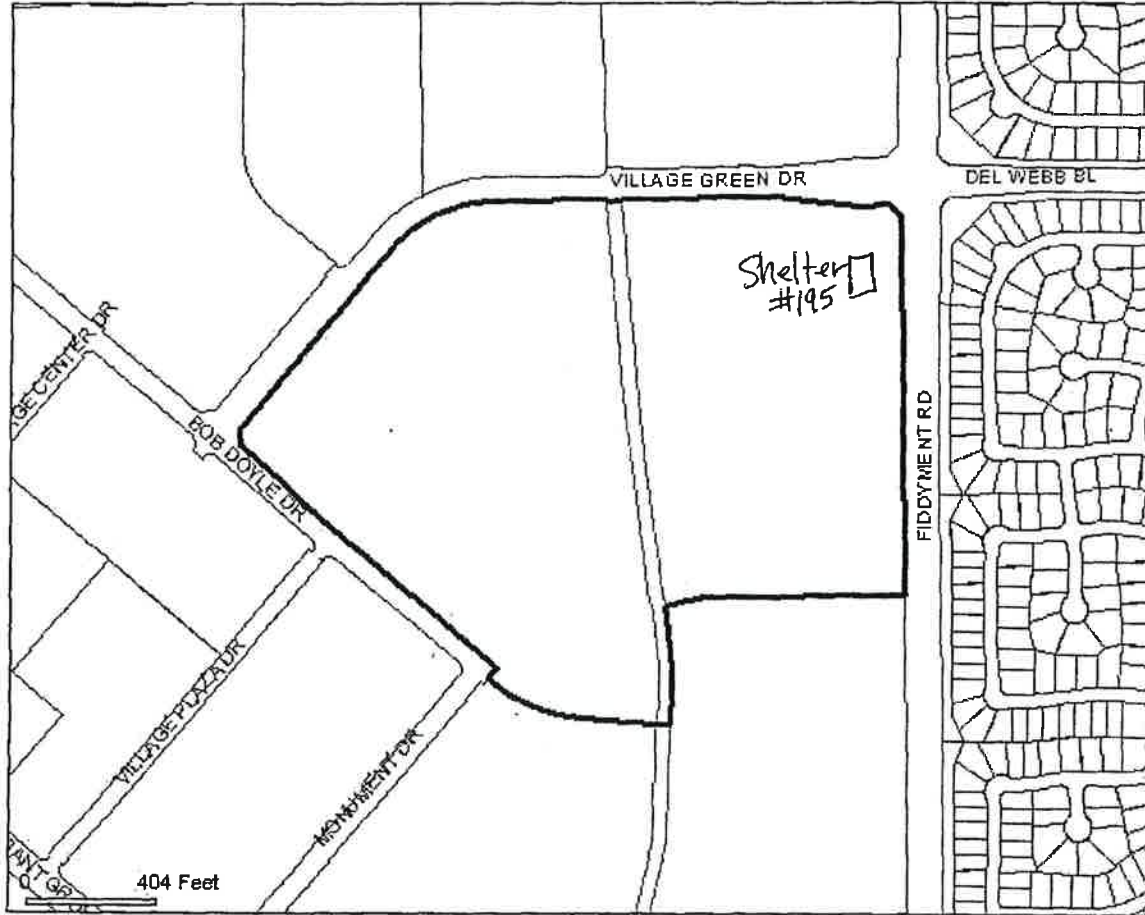
PARCEL ONE:

**LOT 2 OF PLAT ENTITLED "WESTPARK PHASE 1" FILED FOR RECORD
OCTOBER 21, 2004, IN BOOK AA, AT PAGE 4, OFFICIAL RECORDS OF
PLACER COUNTY.**

APN NO. 017-150-042

EXHIBIT B

WRSP Village 1 & 2, 4250 Bob Doyle Dr.; SUBDMOD 04-02A; Bus Shelter #195





COUNCIL COMMUNICATION

CC #: 8520

File #: 1003

Title: 401 Oak Street - Purchase and Sale Agreement Amendment

Contact: Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

Meeting Date: 6/7/2017

Item #: 6.21.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following action:

1. Adopt a Resolution approving the First Amendment to Purchase and Sale Agreement between the University Development Foundation (UDF) and the City of Roseville for the sale of 401 Oak Street and adjacent properties to:
 - Extend the feasibility period to September 29, 2017, to allow necessary time for the required due diligence items, inspections, and documents to be drafted and approved.
 - Modify the close of escrow date to occur within thirty (30) days following satisfaction of both: 1) the map act compliance, and 2) the completion by seller of the underground tank removal and environmental remediation as required and the seller's removal and remediation of the above ground fuel storage tank. Close of escrow shall in no event occur earlier than April 30, 2018, or later than August 31, 2018.
 - Amend the map act compliance deadline to be December 15, 2017.
 - Eliminate the Lease Agreement.
 - Approve an expanded Right of Entry to allow UDF access to 401 Oak Street and adjacent properties for purposes of touring and showing the property.

BACKGROUND

On March 15, 2017, the City Council approved a purchase and sale agreement between the City of Roseville and the University Development Foundation (UDF) for the sale of 401 Oak Street properties for purposes of a private postsecondary (graduate) education facility. The Purchase and Sale Agreement is contingent upon a list of due diligence items, as identified below:

- A Parking and Access Easement Agreement
- Lease Agreement
- Temporary Construction Easement
- Memorandum of Agreement
- Grant Deed or Use Restriction
- Removal of Underground and Above Ground Fuel Tanks

The City and UDF continue to work through the above noted agreements and due diligence items. Both the City and UDF request a modification to the Purchase and Sale Agreement (known as the First Amendment to Purchase and Sale Agreement) to extend the feasibility period for the due diligence items to be September 29, 2017. This additional time allows for the required due diligence items, inspections, and documents to be drafted and approved. Additionally, both parties request that the close of escrow be within thirty (30) days following satisfaction of both: 1) the map act compliance, and 2) the completion by seller of the underground tank removal and environmental remediation as required and the seller's removal and remediation of the above ground fuel storage tank. Closing shall in no event occur earlier than April 30, 2018, or later than August 31, 2018. And last, both parties agree to amend the deadline for compliance with the map act to be December 15, 2017. These modifications give much needed time for the Fire Department Operations to vacate the premises and remediation to occur prior to close of escrow. The UDF has decided to not perform any tenant improvements while the Fire Department operations are occurring, therefore there is no need for the lease agreement. Last, the Right of Entry document will be expanded to allow the UDF to access to 401 Oak Street and adjacent properties for purposes of touring and showing the property.

FISCAL IMPACT

The Economic Development Department requests that the City Council approve the First Amendment to Purchase and Sale Agreement for property located at 401 Oak Street for purposes of a post secondary graduate college within the City of Roseville. This Amendment merely modifies a few terms of the previous agreement, there is no cost or fiscal impact associated with this request.

ECONOMIC DEVELOPMENT / JOBS CREATED

The First Amendment to the Purchase and Sale Agreement itself will not have a direct impact on economic development or job creation. However, future utilization of the site as a postsecondary education facility will bring higher education to the City of Roseville and generate significant economic benefit and job creation.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonable foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Extension of the Purchase and Sale Agreement, does not include the potential for a significant effect and therefore is not subject to CEQA.

Respectfully Submitted,

Laura Matteoli, Economic Development Manager

Chris Robles, Economic Development Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-233

1st Amendment to Purchase and Sale Agreement for 401 Oak Street

RESOLUTION NO. 17-233

APPROVING A FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT, BY
AND BETWEEN THE CITY OF ROSEVILLE AND UNIVERSITY DEVELOPMENT
FOUNDATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON
BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a First Amendment to Purchase and Sale Agreement regarding the sale of
401 Oak Street and adjacent properties, by and between the City of Roseville and University
Development Foundation, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "**Amendment**") is dated for reference purposes only as of June __, 2017, by and between UNIVERSITY DEVELOPMENT FOUNDATION, a non-profit public benefit corporation formed under the laws of the District of Columbia ("**Buyer**"), and THE CITY OF ROSEVILLE, a municipal corporation ("**Seller**").

R E C I T A L S:

WHEREAS, Buyer and Seller entered into that certain Purchase and Sale Agreement dated as of March 15, 2017 (the "**Purchase Agreement**") whereby Buyer acquired the right to purchase from Seller certain real property consisting of approximately 2.09 acres located in the City of Roseville, Placer County, State of California, as more particularly described in the Purchase Agreement; and

WHEREAS, Buyer and Seller desire to amend the Purchase Agreement to modify particular dates for performance of certain obligations as well as modify other terms and conditions of the Purchase Agreement, all as set forth hereinbelow.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Recitals; Defined Terms; Effective Date.** The foregoing recitals are true and are incorporated herein by this reference as though set forth in full. Unless otherwise expressly defined herein, all initially-capitalized terms used herein shall have the meanings ascribed to them in the Purchase Agreement. For purposes of this Amendment, the date on which the last party executes this Amendment and delivers it to the other party shall hereinafter be referred to as the "**Effective Date.**"

2. **Feasibility Period.** Section 5.3.A of the Purchase Agreement is hereby modified to provide that the Feasibility Period shall expire on 5:00 p.m. on September 29, 2017.

3. **Closing Date.** Section 7.1 of the Purchase Agreement is hereby modified to provide that the Closing shall occur within thirty (30) calendar days following the satisfaction of both: (i) the Map Act Compliance, and (ii) the completion by Seller of the Underground Environmental Remediation and the Seller's removal and remediation of the above ground fuel storage tank as referenced in Section 11 of the Purchase Agreement; provided, however, the Closing shall in no event occur earlier than April 30, 2018 or later than August 31, 2018.

4. **Map Act Compliance Deadline.** Section 5.5 of the Purchase Agreement is hereby amended to provide that the Map Act Compliance Deadline shall be December 15, 2017.

5. **Lease Agreement Removal.** Sections 5.7 and 6.3 of the Purchase Agreement are both hereby amended to read "[Intentionally Deleted]." in their entirety. Additionally, Exhibits D-1 and D-2 are both also amended to read "[Intentionally Deleted]." in their entirety. Lastly, any and all references in the Purchase Agreement to the "Lease Agreement" are hereby deleted

in their entirety. Buyer and Seller acknowledge and agree that the Lease Agreement will not be executed or delivered by the parties in connection with the Closing, or otherwise.

6. **Environmental Remediation.** Section 11 of the Purchase Agreement is hereby amended to provide that Seller shall complete: (i) the Underground Environmental Remediation, and (ii) the removal and remediation of the above ground fuel storage tank, prior to the Closing. Section 11 previously provided that the remediation described in the preceding sentence would occur following the Closing.

7. **Right of Access To Show Property.** In addition to Buyer's right of entry to conduct due diligence inspections and investigations of the Property pursuant to Section 5.3.A of the Purchase Agreement, Seller hereby grants Buyer the additional right of entry set forth in this paragraph to be effective from and after the Effective Date of this Amendment until the termination of the Purchase Agreement (as amended hereby). Buyer shall have the right, upon prior notice in the manner specified below, to enter upon the Property for the limited purpose of walking people through the existing building thereon to tour the Property and the building. The people that Buyer anticipates will be touring the site as mentioned above include representatives of the Warwick University, as well as other individuals who are potential investors of Buyer's contemplated project at the Property. Prior to any entry upon the Property pursuant to this paragraph, Buyer will provide e-mail notification at least 24 hours in advance to a representative or representatives designated by the Seller. Buyer will then provide a follow up e-mail notification the morning of any entry upon the Property to Seller's designated representative(s) as a reminder of Buyer's entry. Seller will provide Buyer with a key card that will provide Buyer with access to the building to facilitate Buyer's right of entry pursuant to this paragraph. Buyer acknowledges and agrees that for any access pursuant to this paragraph to any portion of the building then being used as an active fire station Buyer (and Buyer's invitees and guests) shall at all times be accompanied by a representative of the City or the fire department. Buyer's insurance and indemnity obligations set forth in Section 5.3.A of the Purchase Agreement shall apply with respect to any Buyer entry (together with any individuals touring the Property) upon the Property pursuant to this paragraph.

8. **Conflict.** This Amendment is and shall be construed as a part of the Purchase Agreement. In case of any inconsistency between this Amendment and the Purchase Agreement, the provisions containing such inconsistency shall first be reconciled with one another to the maximum extent possible and, then to the extent of any remaining inconsistency, the terms of this Amendment shall be controlling.

9. **Ratification.** All terms and provisions of the Purchase Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect.

10. **Counterparts; Authority.** The parties agree that this Amendment may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. The parties further represent and warrant that each natural person who is executing this Amendment on its behalf has the full power and authority to execute this Amendment and to bind it to the terms hereof.

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

SELLER:

CITY OF ROSEVILLE,
a municipal corporation

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:


BY: _____
ROBERT R. SCHMITT
City Attorney


APPROVED AS TO SUBSTANCE:

BY: _____
CHRIS ROBLES
Economic Development Director

BUYER:

UNIVERSITY DEVELOPMENT FOUNDATION,,
a non-profit public benefit corporation,

BY: 
Its: Kyriakos Tsakopoulos - CEO, UDF

BY: 
Its: Mark Enos - Treasurer, UDF



COUNCIL COMMUNICATION

CC #: 8486
File #: 0800-02

Title: Water Forum Successor Effort FY2017-18 - Cost Share Agreement
Contact: Jim Mulligan 916-774-5668 jmulligan@roseville.ca.us

Meeting Date: 6/7/2017
Item #: 6.22.

RECOMMENDATION TO COUNCIL

Approve the attached resolution authorizing the City Manager to sign the interagency cost-sharing agreement for City of Roseville continued support of the Water Forum Successor Effort.

BACKGROUND

The Water Forum process established two co-equal objectives:

- Provide a reliable and safe water supply for the region's economic health and planned development through the year 2030; and
- Preserve the fishery, wildlife, recreational, and aesthetic values of the Lower American River.

To accomplish these objectives an integrated package of actions was developed. This action plan contained seven elements:

1. Increased surface water diversion.
2. Alternative water supplies to meet customers' needs while reducing diversion impacts on the Lower American River in drier years.
3. An improved pattern of fishery flow releases from Folsom Reservoir.
4. Lower American River Habitat Mitigation Element.
5. Water Conservation commitments.
6. Groundwater Management Element.
7. Water Forum Successor Effort.

On March 15, 2000, Council agreed to the Water Forum comprehensive plan through approving a Memorandum of Understanding (MOU). Roseville agreed to support the Successor Effort through the life of the agreement.

FISCAL IMPACT

The City of Sacramento is the lead agency for managing the Successor Effort and has drafted the attached cost-sharing agreement. Roseville's 2017-2018 fiscal year allocation is \$87,081.00 which was budgeted for in the Water Utility operations cost.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonable foreseeable indirect physical change in the environment (CEQA Guidelines §15061 (b)(3)). The Water Forum Successor Effort cost share agreement does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Jim Mulligan, Water Utility Manager

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-206

Cost Share Agreement - Water Forum Successor Effort

RESOLUTION NO. 17-206

APPROVING AN INTERAGENCY AGREEMENT BY AND AMONG SACRAMENTO COUNTY, SACRAMENTO COUNTY WATER AGENCY, CITY OF ROSEVILLE, CITY OF FOLSOM, PLACER COUNTY WATER AGENCY, SAN JUAN WATER DISTRICT AND THE CITY OF SACRAMENTO (ON BEHALF OF THE SACRAMENTO CITY-COUNTY OFFICE OF METROPOLITAN WATER PLANNING AND THE WATER FORUM SUCCESSOR EFFORT), AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Interagency Agreement for Cost-Sharing the Fiscal Year (FY) 2017/2018 Water Forum Successor Effort Budget of the Sacramento City-County Office of Metropolitan Water Planning, by and among Sacramento County, Sacramento County Water Agency, City of Roseville, City of Folsom, Placer County Water Agency, San Juan Water District and the City of Sacramento (on behalf of the Sacramento City-County Office of Metropolitan Water Planning and the Water Forum Successor Effort), has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**Interagency Agreement
For Cost-Sharing the Fiscal Year (FY) 2017/2018
Water Forum Successor Effort Budget of the
Sacramento City-County Office of Metropolitan Water Planning**

THIS AGREEMENT is made and entered into on _____ by and among Sacramento County; Sacramento County Water Agency; City of Roseville; City of Folsom; Placer County Water Agency; San Juan Water District, and the City of Sacramento (on behalf of the Sacramento City-County Office of Metropolitan Water Planning and the Water Forum Successor Effort).

The parties to this agreement, in consideration of the mutual obligations set forth herein, agree as follows:

Section I.

Cost-Sharing: The cost-sharing partners of the Water Forum identified below have each agreed to pay a pro-rata amount of the total costs for funding the Water Forum Successor Effort (hereinafter referred to as "WFSE") activities (based upon their number of active water connections as of December 31, 2016, or a negotiated amount), as set forth below for the period of July 1, 2017, to June 30, 2018.

Cost-Sharing Partners	Cost Share Amounts
Sacramento County - Zone 13	518,776
City of Sacramento	277,445
City of Roseville	87,081
City of Folsom	41,744
Placer County Water Agency	21,711
Sacramento Municipal Utility District	18,205
San Juan Water District in Placer County	14,494
El Dorado County Water Agency	9,893
Total:	989,349

Section II.

Reimbursement: The Sacramento City-County Office of Metropolitan Water Planning (hereinafter referred to as "CCOMWP") shall administer all consultant agreements and other expenses incurred during FY2017/2018 for the WFSE. The parties agree to reimburse the CCOMWP for their share of such costs, up to the amount set forth for each party in Section 1, above, within 30 days after receipt of invoices.

On behalf of the CCOMWP, the City of Sacramento Finance Department will invoice each cost-sharing partner at the beginning of each fiscal year quarter, except in those instances where the cost-sharing partners have mutually agreed to be

invoiced in another time period (i.e. one annual invoice). It is understood and agreed that although this agreement only pertains to reimbursement for costs incurred during the period from July 1, 2017, to June 30, 2018, the WFSE will extend past June 30, 2018. Any reimbursement of costs incurred by CCOMWP after June 30, 2018, would be governed by a new or amended cost-sharing agreement.

Section III.

Sacramento Municipal Utility District and the El Dorado County Water

Agency: Sacramento Municipal Utility District (SMUD) and the El Dorado County Water Agency (EDCWA) have entered into separate agreements with the City of Sacramento (on behalf of the Sacramento City-County Office of Metropolitan Water Planning and the Water Forum Successor Effort) to pay their share of the costs identified in Section II, above, up to the amounts set forth for SMUD and EDCWA, respectively, in Section 1, above.

Section IV.

Changes in Terms: Any changes in the terms of this agreement shall be approved by all parties and shall be effective when reduced to writing and signed by all parties.

Section V.

Indemnity: Each party shall, to the fullest extent allowed by law, indemnify, hold harmless and defend the other party or parties, its officers and employees from any actions, liability or other expenses (including reasonable attorney fees) for any damages or injury to persons or property, occurring by reason of any negligent or wrongful act or omission by the indemnifying party, its officers or employees under this agreement.

Section VI.

Independent Contractors: All contractors employed during any phase of the Water Forum Successor Effort are independent contractors. Contractor employees assigned to perform contract work related to the Water Forum Successor Effort are and will remain employees of the contractor and will not be considered employees of any of the signatory agencies for any reason.

Section VII.

Single Agreement: This Interagency Agreement may be signed in multiple counterparts, which together will constitute a single Interagency Agreement.

This agreement is executed as follows:

Sacramento County Water Agency,

an agency created pursuant to the Sacramento County Water Agency Act

By: _____

Date: _____

Print Name: _____

Title

APPROVED AS TO FORM:

By: _____

Date: _____

Print Name: _____

County Counsel

ATTEST:

By: _____

Date: _____

Print Name: _____

Clerk of the Sacramento
County Water Agency

Section VII.

Single Agreement: This Interagency Agreement may be signed in multiple counterparts, which together will constitute a single Interagency Agreement.

This agreement is executed as follows:

Sacramento County

By: _____

Date: _____

Print Name: _____

Title

APPROVED AS TO FORM:

By: _____

Date: _____

Print Name: _____

County Counsel

ATTEST:

By: _____

Date: _____

Print Name: _____

Clerk of the Board of Supervisors

Section VII.

Single Agreement: This Interagency Agreement may be signed in multiple counterparts, which together will constitute a single Interagency Agreement.

This agreement is executed as follows:

City of Sacramento, a municipal corporation

By: _____

Date: _____

Print Name: _____

Title: _____

For: Howard Chan, City Manager

APPROVED AS TO FORM:

By: _____

Date: _____

Print Name: _____

Deputy City Attorney

ATTEST:

By: _____

Date: _____

Print Name: _____

City Clerk

Section VII.

Single Agreement: This Interagency Agreement may be signed in multiple counterparts, which together will constitute a single Interagency Agreement.

This agreement is executed as follows:

City of Roseville, a municipal corporation

By: _____

Date: _____

Print Name: _____
City Manager

ATTEST:

By: _____

Date: _____

Print Name: _____
City Clerk

APPROVED AS TO FORM:

By: _____

Date: _____

Print Name: _____
City Attorney

APPROVED AS TO SUBSTANCE:

By: *Shirley D. Pinner*

Date: *4/19/17*

Print Name: *R. PLECKER*
Environmental Utilities Director

Section VII.

Single Agreement: This Interagency Agreement may be signed in multiple counterparts, which together will constitute a single Interagency Agreement.

This agreement is executed as follows:

City of Folsom, a municipal corporation

By: _____

Date: _____

Print Name: _____

City Manager

APPROVED AS TO CONTENT:

By: _____

Date: _____

Print Name: _____

Director of Utilities

APPROVED AS TO FUNDING:

By: _____

Date: _____

Print Name: _____

Director of Finance

APPROVED AS TO FORM:

By: _____

Date: _____

Print Name: _____

City Attorney

ATTEST:

By: _____

Date: _____

Print Name: _____

City Clerk

Section VII.

Single Agreement: This Interagency Agreement may be signed in multiple counterparts, which together will constitute a single Interagency Agreement.

This agreement is executed as follows:

Placer County Water Agency

By: _____

Date: _____

Print Name: _____

Andrew Fecko,
Director of Resource Development

Section VII.

Single Agreement: This Interagency Agreement may be signed in multiple counterparts, which together will constitute a single Interagency Agreement.

This agreement is executed as follows:

San Juan Water District

By: _____

Date: _____

Print Name: _____



COUNCIL COMMUNICATION

CC #: 8494
File #: 0309-01

Title: ALERT2 Flood Alert Network Update Project – Professional Services Agreement
Contact: Michael Zasso 916-746-1300 mzasso@Roseville.ca.us

Meeting Date: 6/7/2017
Item #: 6.23.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council approve the attached Professional Services Agreement with Water & Earth Technologies, Inc. for the ALERT2 Flood Alert Network Update Project and adopt a Resolution authorizing the City Manager to execute it.

BACKGROUND

As part of the City of Roseville's (City) Flood Warning System, the City operates and maintains numerous Flood Alert Stations to monitor the threat of flooding. These Flood Alert Stations are located strategically throughout the drainage basins in and around the City.

Through this Project, the City will be working collaboratively with the Placer County Flood Control and Water Conservation District (District) to update the communications protocol for the Flood Alert System precipitation and stream gauges within South Placer County, including Roseville.

The City's and District's Flood Alert Systems currently operate under the legacy "ALERT" (Automated Local Evaluation in Real Time) communications system developed by the National Weather Service in the 1970's. The proposed project will update the City's and District's Flood Alert System communications to the ALERT2 protocol, which is the new national standard for flood alert system communications.

This project will modernize an important regional watershed monitoring system so that stream flows from tributaries to the Sacramento and American Rivers can be monitored more efficiently and accurately by Floodplain Management staff at the local, state, and federal levels.

An Agreement between the State of California Department of Water Resources (DWR) and the City was previously approved by City Council on the August 3, 2016 Council meeting. Through this previously approved agreement, \$130,013 of grant funding from DWR will be used for this project. The remaining DWR grant funds will be used to procure the Non-Professional Services within the scope of this project, and will be presented to Council for approval at a future date.

FISCAL IMPACT

This Professional Services Agreement is for an amount of \$77,770. This project is funded with a \$130,013 Department of Water Resources grant with a City General Fund match of \$12,500 previously approved by the Council for this purpose in Capital Improvement Project #152002, "Flood Alert System Replacement Project", as a part of the Fiscal Year 2017 Budget. The remaining DWR grant funds will be used to procure the Non-Professional Services within the scope of this project, and will be presented to Council for approval at a future date.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000 in direct government spending. Based on that figure and a total budget of \$142,513, this project will create 1.5 jobs.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The execution of the agreement between the City of Roseville and Water and Earth Technologies Incorporated does not include the potential for a significant environmental effect, and therefore are not subject to CEQA. The installation of the two new stream gauges by this project may be subject to CEQA, and the appropriate CEQA document will be prepared prior to installation of the new stream gauges.

Respectfully Submitted,

Michael Zasso, Assistant Engineer

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-208

Professional Services Agreement ALERT2 Flood Alert Network Update Project

RESOLUTION NO. 17-208

APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE
CITY OF ROSEVILLE AND WATER & EARTH TECHNOLOGIES, INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF
ROSEVILLE

WHEREAS, a professional services agreement regarding ALERT2 Flood Alert Network Update Project, by and between the City of Roseville and Water & Earth Technologies, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

ALERT2 Flood Alert Network Update Project

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the City of Roseville, a municipal corporation ("CITY"), and Water & Earth Technologies, Inc., a Colorado corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of consulting on CITY's update of its Flood Alert Network; and

WHEREAS, CONSULTANT has prepared a proposal dated January 31, 2017, which describes the scope of work to be performed by CONSULTANT, the budget for the work, and the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional services.

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference.

2. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in

its Cost Proposal, dated February 1, 2017, contained within EXHIBIT "A." Total compensation shall not exceed seventy-seven thousand, seven hundred seventy dollars (\$77,770).

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

3. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

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

4. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$1,000,000 per claim \$2,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and

limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

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

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full

certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

5. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or

expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

6. Time is of the Essence. Time is of the essence of this Agreement.

7. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

8. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

9. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

10. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

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

12. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or

making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

13. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

14. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

15. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

16. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

19. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

CONSULTANT

Rhon Herndon
Public Works Director
311 Vernon Street
Roseville, CA 95678

Markus Ritsch, PE
Water & Earth Technologies, Inc.
1225 Red Cedar Circle, Unit A
Fort Collins, CO 80524

Either party may amend its address for notice by giving notice to the other party in writing.

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

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

CITY OF ROSEVILLE, a
municipal corporation

WATER & EARTH TECHNOLOGIES,
INC., a Colorado corporation

BY: _____
ROB JENSEN
City Manager

BY: Markus Ritsch
its: vice President

and

ATTEST:

BY: _____
its: _____

BY: _____
SONIA OROZCO
City Clerk

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

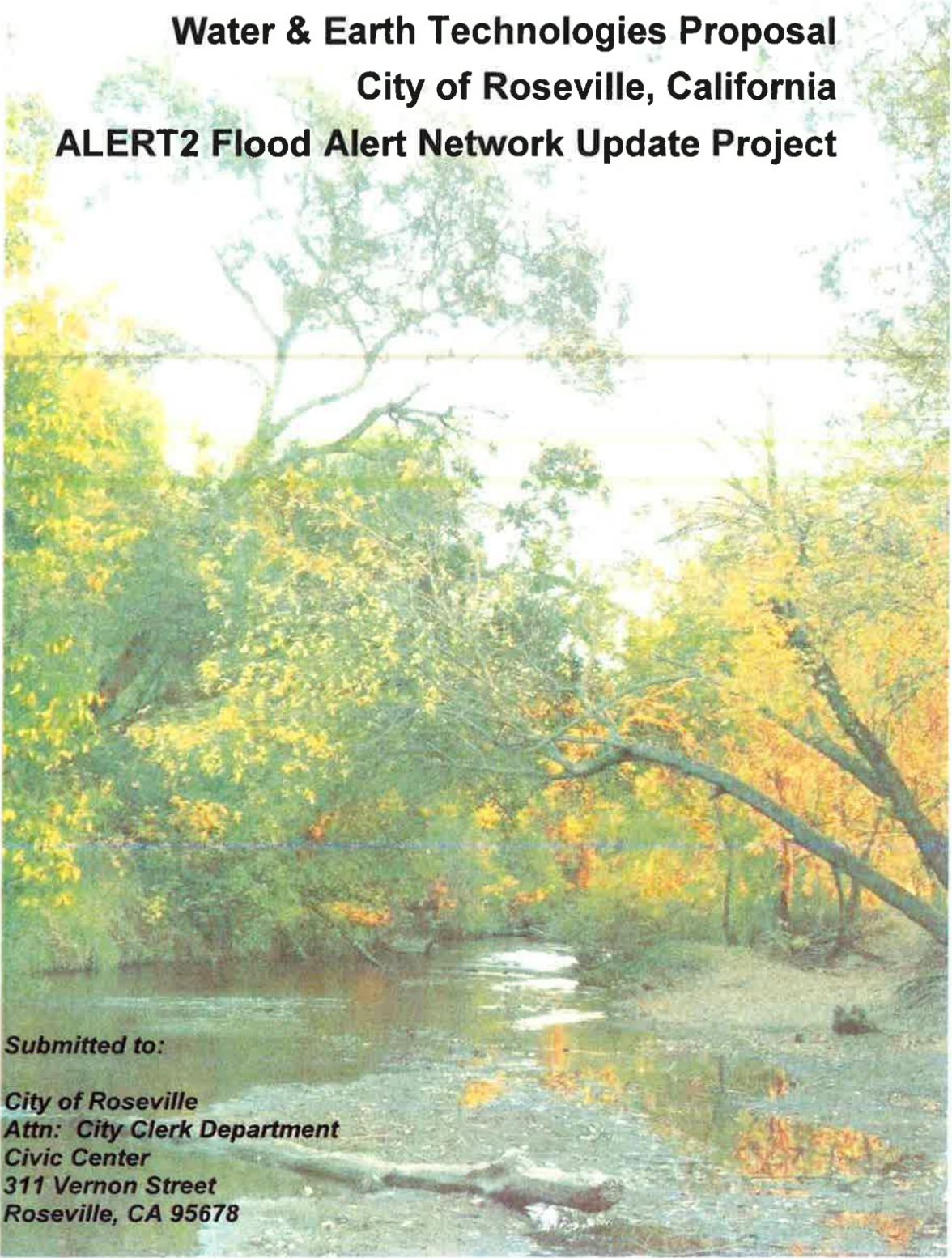
APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
RHON HERNDON
Public Works Director
for

EXHIBIT “A”



**Water & Earth Technologies Proposal
City of Roseville, California
ALERT2 Flood Alert Network Update Project**

Submitted to:

***City of Roseville
Attn: City Clerk Department
Civic Center
311 Vernon Street
Roseville, CA 95678***

Cover photograph of Dry Creek, Roseville, CA
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Used by Permission



January 31, 2017

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

To Whom It May Concern:

Water & Earth Technologies, Inc. (WET) is pleased to submit this technical and cost proposal to provide professional services for the City of Roseville's ALERT2 Flood Alert Network Update Project. WET is an engineering firm specializing in the design, installation, operation and maintenance of real-time environmental monitoring systems, particularly for public entities (towns, cities, counties and flood control districts) that provide early flood warning and notification of flood threats to the public and to emergency responders. WET's services to our flood warning clients are comprehensive. Beyond providing equipment and software to monitor rainfall and streamflow, we provide expertise and experience relevant to the broader goals of entities committed to flood detection and response. Data from a well-designed network that is well-functioning contribute to decision support, both during flood events and between events, when critical decisions about allocating resources and developing conveyance infrastructure are made. WET doesn't just build stations, we help integrate the components required to achieve data-driven flood monitoring and public protection programs.

WET is qualified to support the City of Roseville (City) as either the "Professional" or the "Non-Professional" Contractor as described in the RFP, and we do typically provide turnkey services to clients. However, in this case WET understands that the City intends to contract separately for construction services, and that WET cannot bid to install the system if we are chosen to assist the City with the Scope of Work described in this RFP.

WET has been a leader in the transition from legacy ALERT to ALERT2 technology, assisting numerous clients with planning and implementing the gradual adoption of ALERT2 for new system components and selected upgrades while maintain existing legacy ALERT functionality. In addition to designing and installing networks of ALERT/ALERT2 field equipment and the integrated telemetry systems, WET is expert in installing and supporting the NovaStar5 base station software for reliable real-time flood monitoring and warning. WET proposes to team with TriLynx Systems, LLC (TriLynx), the supplier of the NovaStar5 software package. TriLynx will provide the system software installation, maintenance, and training for NovaStar5. Our team's goal will be to support the City's collaboration with the Placer County Flood Control and Water Conservation District (District) to implement a flood monitoring system that will provide reliable, timely data to improve situational awareness during flooding and contribute to the regional sharing of information between the City, the District, the National Weather Service (NWS), the California Data Exchange Center and Sacramento County.

As the Vice President and a Principal Engineer at WET I, Markus Ritsch, have the authority to bind WET to a contract. I am WET's proposed Project Manager and have spent my entire career working in the flood monitoring, warning and mitigation arena. I have been instrumental in developing the ALERT/ALERT2 monitoring networks for the City of Fort Collins, the City of Loveland, the Town of Windsor, Douglas and Larimer Counties, Colorado, and the Urban Drainage and Flood Control District (UDFCD) in Denver. I assure the City that the project team described in this proposal will not be reassigned or substituted without the prior written approval of the City. If we are selected for this important project, WET will perform the services and adhere to the requirements described in this RFP, including Addenda #1 dated 1/23/2017. On behalf of WET and TriLynx, I appreciate the opportunity to submit this technical and cost proposal and look forward to working with you.

Sincerely,

Water & Earth Technologies, Inc.

Markus Ritsch, P.E.
Vice President/Principal Engineer/Hydrologist

Phone: (970) 225-6080

Cell: (970) 443-3399

Fax: (970) 225-6990

Email: MLRitsch@water-and-earth.com

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A. Firm's Qualifications

A.1 WET

WET provides comprehensive services both domestically and internationally for environmental monitoring, including data acquisition, real-time telemetry, data management, data hosting, website development and hosting for data visualization, data analysis and reporting, and GIS. WET has designed and installed remote monitoring systems throughout the United States, in South America, in Central America and in the Caribbean. WET has broad capabilities in water resources engineering and environmental consulting, including surface water hydrology, hydraulic modeling and design, geomorphology and sedimentology including soil erosion and conservation, stream and landform restoration, water resources quality and quantity monitoring and environmental impact assessment. However, WET specializes in supporting public entities that operate flood detection and warning programs. WET has more than fifteen years' experience designing and building advanced Flood Warning System (FWS) networks based upon the ALERT/ALERT2 protocol.

WET has in-depth knowledge of the issues involved with every aspect of remote environmental data collection and the use of those data for flood detection and response. WET plans, designs and installs flood detection networks, including optimizing their expansion and improvement (for example, conversions from ALERT to ALERT2). WET prepares required permit applications and secures FCC licensing if needed. WET is familiar not only with the ALERT/ALERT2 protocol, but with other telemetry options including cellular, satellite and network connections. WET sites gauges- both rain gauges and streamflow gauges- to optimize the network's capacity to provide reliable and meaningful data with maximum lead times. Ensuring reliable telemetry is a critical aspect of remote gauge siting. WET conducts theoretical radio path modeling and radio path testing in the field. WET is familiar with telemetry architecture options for challenging topography and with economical methods of achieving data redundancy. In addition to designing, installing and maintaining networks of field equipment and the integrated telemetry systems, WET installs, trouble-shoots and maintains flood warning base station software and provides clients with operational support, training and system customization as needed. WET analyzes system performance to differentiate between gauge issues, telemetry issues and validation issues, and recommends solutions to alleviate performance issues. Depending upon each client's in-house capabilities, WET provides everything from installation only to comprehensive data hosting and database management and reporting for systems we install, maintain and operate. WET is available on-call to support clients requesting that service.

WET installs stage-activated emergency roadway flashers and real-time remote video monitoring cameras. WET has experience with all of the options for continuous measurement of stream flow, including RADAR and Pressure Transducer (PT) gauges as well as data 'sniffers' able to take data from water resources gauges and make it available and useful for real-time flood monitoring. WET provides proactive maintenance as well as troubleshooting and repair on all the equipment components of FWS networks.

WET has experience with theoretical hydrologic and hydraulic modeling and conducts reach and cross-section surveying to support the development of hydraulic models for

determining stage-discharge ratings at stream gauge locations. WET also analyzes hydrometeorological data to characterize real-world watershed response and rainfall/runoff relationships, as well as to reality check theoretical assumptions and results. WET recommends appropriate alarm levels and communication protocols for flood detection systems. WET performs hydrometry including instantaneous discharge measurements using both hand-held and boat-mounted velocity meters and/or Acoustic Doppler Current Profiler (ADCP) technology. WET makes post-event surveys of high water marks and estimates peak discharges. WET understands the possibilities and the limitations encountered when relating empirical hydrologic and hydraulic data to hydrologic and hydraulic modeling conducted for engineering design and floodplain management.

WET analyzes flood data to characterize real-world hydraulic phenomenon, quantifying inflow, attenuation and travel times. WET has developed a Flood Hazard Inventory Tool that provides a digital library describing every structure of interest for a flood warning entity, including conveyance infrastructure and flood-vulnerable structures including roads, rail lines and pedestrian bridges as well as homes and businesses. For conveyances, dimensions and estimated capacities are available so that specific flood vulnerabilities can be explored with a few simple key strokes. WET has assisted various flood detection and response entities with a wide variety of engineering activities, including writing grant materials, writing and updating emergency response plans, conducting public education, outreach and comment sessions and developing standard operating procedures for flood-control infrastructure.

WET's level of staffing has been extremely stable over the past 5 years, and in fact there has been little turnover in individual staff members. Every member of the professional staff (the two principals, four additional licensed professional engineers and a seventh engineering graduate not yet licensed, as well as our GIS specialist and field manager), has worked at WET for more than 10 years. In 2016 WET increased our crew of field technicians by one member, and WET expects to increase that crew by one more position in 2017 as well as converting a long-standing student engineer intern position into a full-time position when he graduates in May. WET's organizational chart is provided as Figure 1.

A.2 TriLynx Systems, LLC

TriLynx is a relatively new company, founded in 2014 by Markus Ritsch, P.E. and Steve Malers to assume ownership and support of the NovaStar5 software platform from HydroLynx Systems, Inc. (HydroLynx). NovaStar5 is recognized as the industry leader for real-time hydrological data collection, management and notification. NovaStar5 is the 5th iteration of the hydrologic data management software that was first developed by David Leader and introduced by HydroLynx in 1992. Since that time, it has undergone several major upgrades but has retained its high level of functionality as a real-time data collection, alarm monitoring and control system for flood warning applications with built-in hydrologic analysis and reporting tools. Its advantages over similar products include flexibility to gather data from a variety of sources and to distribute information (alarm notification messages, among other products) in many ways. NovaStar5 has been in continuous use since its release in 2008 by public entities that provide flood early warning to their constituents and is currently in use by the Counties of Ventura, San

Bernardino, Orange, Contra Costa and Placer, California as well as the City of Roseville, California, Larimer County, Colorado (indirectly through WET) and Maricopa County, Arizona (operators of the largest system in the country). Additional users are the Urban Drainage and Flood Control District and the Cities of Loveland, Colorado, Overland Park, Kansas and Dallas, Texas. The Panama Canal Commission, the island of St. Lucia and the Country of Jordan all use NovaStar5.

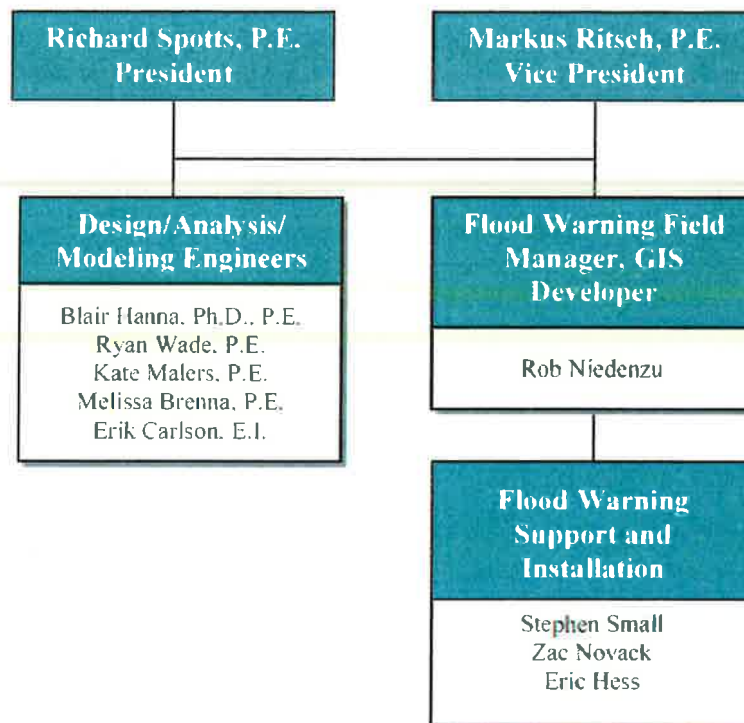


Figure 1. WET Organization Chart

In the eleven years prior to acquiring NovaStar5, Mr. Ritsch worked closely with NovaStar5's development team at HydroLynx, including Dave Leader, through his work as an owner and principal engineer at WET. NovaStar5 was released in 2008 and WET became an important early adopter in addition to assisting clients with the program. WET's intensive use of NovaStar5 helped HydroLynx to identify and address beta implementation issues and expand the program's capabilities in useful ways. Mr. Ritsch is an expert at installing and supporting NovaStar5 along with the integrated ALERT/ALERT2 field equipment and telemetry systems required for reliable real-time flood monitoring and warning. In addition, at WET Mr. Ritsch has overseen the development of web-based map applications that simplify and enhance the presentation and usability of real-time data received by NovaStar5. Mr. Ritsch's acquisition of NovaStar5 was a natural and mutually desired progression given his long experience with the program and his work with the principals at HydroLynx. In establishing TriLynx, Mr. Ritsch partnered with an expert in the development and application of software solutions to data-intensive water resources problems. TriLynx co-founder Steve Malers has worked as a software/systems engineer within the water resources engineering field for over twenty years, and had developed hydrologic data and decision support software

tools that complement and expand NovaStar5's capabilities even prior to partnering with Mr. Ritsch in founding TriLynx. Steve specializes in integrating data management and analysis to seamlessly support decision making by providing tools that allow users to efficiently extract meaning from integrated data. He is well qualified to ensure that NovaStar5 is well-supported and enhanced into the future.

Staffing at TriLynx has been slowly increasing since its inception in 2014. In addition to the two founders, TriLynx now has three full-time positions in development and customer support and two part-time employees. TriLynx's organizational chart is provided as Figure 2.

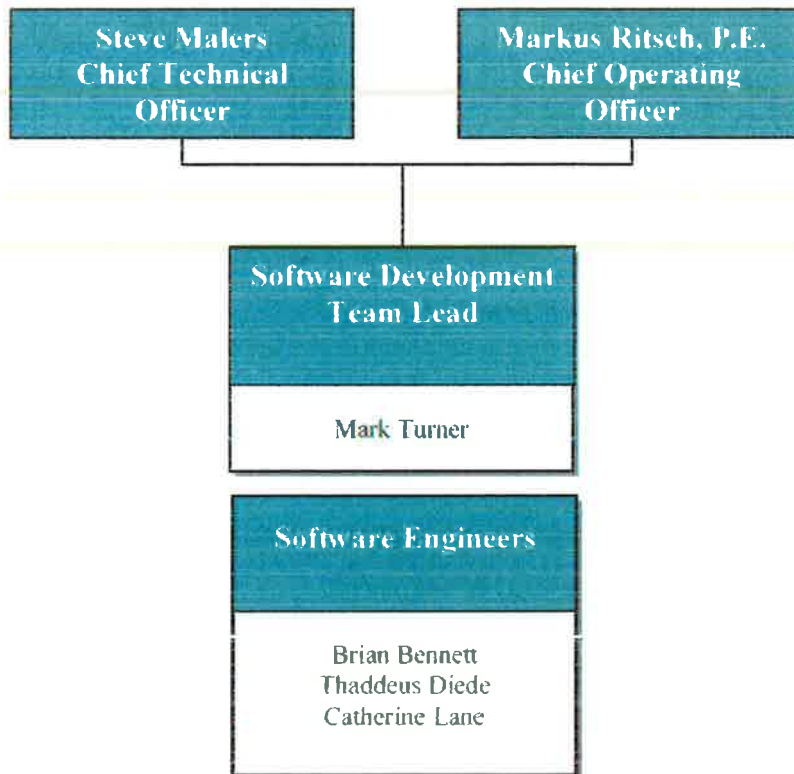


Figure 2. TriLynx Organizational Chart

For the City's ALERT2 Flood Alert Network Update Project, the services that would be completed by WET and those completed by TriLynx are as follows:

- Task 1. Radio Frequency License & TDMA Database Coordination: WET
- Task 2. ALERT2 Base Station Equipment & Database Software: TriLynx (software) and WET (materials for bidding the equipment and its installation)
- Task 3. ALERT2 Data Collection Telemetry Equipment Replacement: WET (materials for bidding the equipment and its installation)
- Task 4. ALERT2 System Simulation and Training: TriLynx
- Task 5. Confirm District Receipt of Required Permits: WET
- Task 6. Assistance in Solicitation of Competitive Bids from Contractors: WET

B. Experience and References

WET and TriLynx are cognizant that reliable data from the ALERT network will be a mission-critical part of the City's and the District's public service and response during emergencies, and will employ our best practices developed over years of experience to installing a system that is robust, redundant to the greatest degree possible and capable of providing the timely, user-friendly data that will best serve its purposes. WET and TriLynx personnel are members and active participants in the ALERT Users Group (AUG) and the National Hydrologic Warning Council (NHWC). WET is typically a sponsor of the annual NHWC conference. Markus Ritsch and Steve Malers are on the Technical Working Group established by the NHWC for the development of the ALERT2 protocol.

Disseminating reliable emergency data to public entities and their partner responding agencies as well as the public is the primary service WET provides. WET currently provides data collection, data hosting and data reporting services for multiple entities, including flood warning systems operated by San Bernardino County, California; Douglas County, Nevada; the City of Richmond, Virginia and the Caribbean island nation of St. Lucia. In addition, WET hosts ALERT/ALERT2 data collection for private entities monitoring rainfall and flow on mined lands including the Rosemont Copper Project in Arizona, the McKinley Mine in New Mexico, the Minera Panama Copper Project in Panama, the Farco Mine in Texas (as a subcontractor to TriHydro Corporation Engineering and Environmental Consulting) and on irrigated lands for the Yavapai Nation in Arizona.

WET also provides services related to data access and dissemination to clients that host their own data. For example, the Urban Drainage and Flood Control District (UDFCD) in Denver, Colorado maintains its own data hosting, but WET provides a wide variety of engineering services to the UDFCD including base station troubleshooting and support. Additional information about several of our most relevant recent projects, with reference contact information, is provided in the following sections.

B.1 Urban Drainage and Flood Control District (UDFCD)

The UDFCD has contracted with WET annually since 2004 to provide services for the UDFCD, which operates an EFW network including over 300 sensors. WET is responsible for installing new stations that are integrated into the existing network as well as maintaining stations that transmit information using both the ALERT and ALERT2 radio telemetry protocols. WET is currently assisting the District with a transition to ALERT2. WET also provides support for the UDFCD's dual-node NovaStar5 base station software system, including its redundant backup, to ensure that notifications are reliably provided to affected cities and counties within the District in the event of a developing flood threat. The UDFCD system architecture has many similarities to the architecture desired by the City/District.

WET has developed several web tools for the District including a mobile-friendly map-based "Public" webpage to help convey information to the responding entities served. The "Public" webpage is a Google-map-based display of real-time data from the remote monitoring system that can simultaneously display radar images, NWS watches and warnings, and other relevant information for assessing flood threat and initiating

response. The UDFCD calls the page GMap and encourages public works and emergency response personnel to use the site during events. GMap has been extremely popular with those users and was widely used during Colorado's September 2013 flooding, including appearing in news media accounts of flood response. The site is available from the UDFCD at: <http://alert5.udfcd.org/LDAD/gmapV3.html>. The UDFCD's GMap is a customized version of WET's WETMap secure access tool (described more fully in Attachment D). UDFCD's GMap is pictured in Figure 3 as it appears from a mobile application.

WET has also developed a spatially-linked inventory tool, the FHIT (for Flood Hazard Inventory Tool) that helps the UDFCD quickly identify flood-vulnerable structures and conveyance infrastructure associated with flow events of a given return period.

In addition to field and software support, WET also provides a wide range of engineering support services to the District as they fulfill their mission. WET conducts stream and cross-section surveys and conducts hydraulic modeling to develop stream ratings that convert measured stage at UDFCD gauges to estimates of stream flow. WET performs monthly QA/QC on data collected by the system to detect problems with sensors, calibrations or ratings and improve the accuracy and usability of data. WET performs discharge measurements to field-check theoretical rating relationships. WET measures high water marks in the field and estimates peak flow after flood events. WET has performed hydrologic frequency-duration analyses to inform the design flows used by the District for capital projects. This year WET will be enabling the Sacramento Soil Moisture Account model within NovaStar5 for one of the UDFCD's basins, in a demonstration project intended to explore the viability of using that method to quantify watershed response and forecast flood threats in the smaller basins that are the UDFCD's responsibility. WET updates the District's Flood Response Plans for seven of these basins to ensure that the information provided to responders is up-to-date.

WET has assisted the District in determining alarm threshold criteria and E-19 values (critical stage values specific to individual stream gauges; which correspond to NWS-defined degrees of flood hazard for Bankful, Action, Flood, Moderate Flood and Major Flood conditions). WET maintains a database of current E-19 values that are also displayed on the UDFCD's GMap flow hydrographs as a visual aid in interpreting the significance of real-time stage data. The flow hydrographs also include elevation data for significant physical features at the gauge site, for example, spillway elevations for stage gauges sited at dams.

WET's work with the Urban Drainage and Flood Control District (2480 W. 26th Ave. Ste. 156-SB, Denver, CO 80211) is overseen by Kevin Stewart, 303-749-5417, kstewart@udfcd.org.

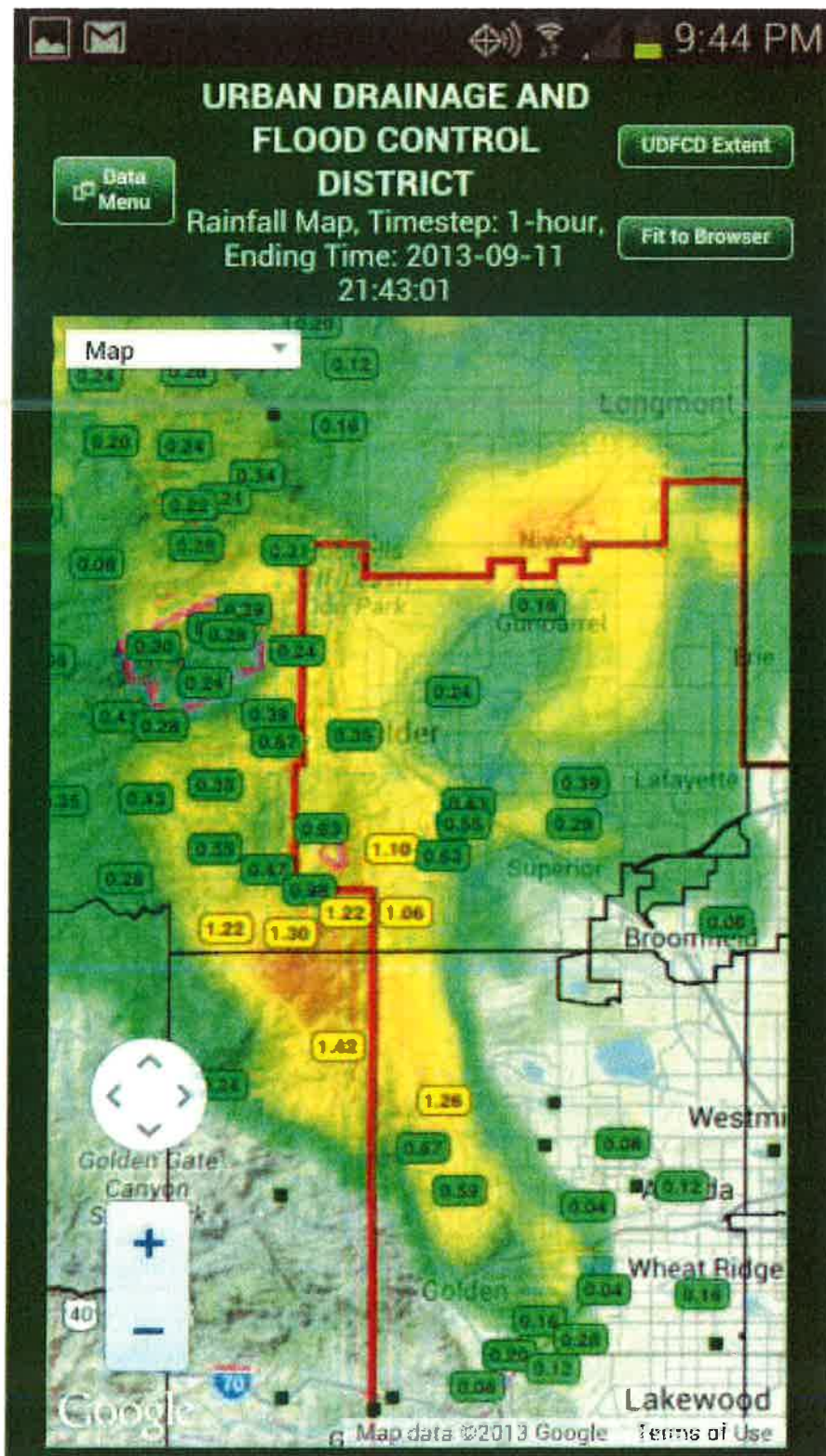


Figure 3. Mobile Device Display of UDFCD's GMap Public Data Access Website, Designed and Built by WET

B.2 San Bernardino County

TriLynx provides support to San Bernardino County for their dual-node NovaStar5 data collection system. San Bernardino County has been using NovaStar since the late 1990s. Data is received from more than 60 remote stations using ALERT and ALERT2 telemetry in addition to commercial satellite communications. The County also has 10 remote cameras which provide real-time infrared images of flood prone areas. WET provides field support to San Bernardino County to maintain their remote monitoring network, and WET designed and installed the remote video camera monitoring system. WET has provided support for their transition to ALERT2, including FCC licensing, long-term TDMA planning and analyses of the telemetry system to determine optimum TDMA slot assignments.

TriLynx and WET's work with San Bernardino County (Department of Public Works, 825 East Third Street, San Bernardino, CA 92415) is overseen by Randy Forbey, 909-387-8227, rforbey@dpw.sbcounty.gov.

B.3 Ventura County

TriLynx provides support for the dual-node Novastar5 system operating in Ventura County. The County has used NovaStar since 1995. NovaStar5 is now the central data collection engine for a complicated network receiving data from numerous sources including legacy ALERT, ALERT2, USGS, California DWR, SHEF and RAWs data streams.

TriLynx and WET's work with Ventura County (Ventura County Public Works Agency, 800 S. Victoria Avenue, Ventura, CA 93009-1600) is overseen by Bruce Rindahl, 805-654-2003, Bruce.Rindahl@ventura.org.

B.4 City of Loveland

WET has provided flood warning support services to the City of Loveland since 2004. WET maintains a network of twelve remote monitoring stations consisting of rainfall and stream level sites with a couple of full weather stations and one full water quality station. The network is based upon the legacy ALERT telemetry protocol, with a full ALERT2 upgrade planned in the next year.

Prior to 2015 the City of Loveland used the DIADvisor base station software with PageGate to manage real-time data reports and perform alarm and notification functions. In 2014 the City decided to upgrade their base station software. In 2015, WET installed NovaStar5 at the new City engineering building on a dedicated desktop workstation. WET ported all the site/sensor configurations including calibrations and ratings, alarm triggers and system parameters from the DIADvisor MS Access database. WET also ported the entire historical data set from 2004 into the NovaStar5 PostgreSQL database.

WET also developed a customized WETMap webpage for City staff to conveniently access and display critical information. The webpage was customized to convey relevant content to the City's emergency response personnel. A series of two alarm levels (low and high) at critical monitoring locations are used to initiate emergency response actions within the City. These levels are conveniently available from the "Public" webpage on hydrograph plots that update in real-time.

WET has also worked with Loveland to evaluate the accuracy of theoretical stage/discharge ratings at their stream gauge located on the Big Thompson River near Glade Park (ID 3570) by making discharge measurements at a variety of flows and comparing those flow values with the rated values. WET makes instantaneous discharge measurements in the field either by wading the river with a Marsh-McBirney flow meter (during low flows) or by ferrying an Acoustic Doppler Current Profiler (ADCP) boat across the river during high flows. Due to the redistribution of material deposited during the 2013 flood, the cross section at the Glade Park gauge is changing over time, and in 2015 Loveland implemented a rating adjusted for the site based upon WET's recommendation after a series of discharge measurements.

WET's work with the City of Loveland (Stormwater Engineering Office at 2525 W. 1st Street, Loveland, CO 80537) is overseen by Kevin Gingery, 970-962-2771, GingeK@ci.loveland.co.us.

B.5 Larimer County

Anticipating the increase in flood vulnerability that would result from the June 2012 High Park Fire that burned over 87,000 acres in watersheds west of Fort Collins, Larimer County contracted WET to site, design, install and maintain four rain/stage monitoring stations. Data from the stations is received and managed at the WET NovaStar5 base station in our office in Fort Collins, and made accessible to the County through WETMap on the web. WET developed stage/discharge ratings to estimate discharge for the stream stations, using discharge measurements to calibrate the theoretical hydraulic ratings whenever possible. Significant flood events occurred in both 2012 and 2013. In response to these events, WET assessed stream geometry changes to determine if rating revisions were needed and developed those revisions, helped establish and confirm alarm criteria to ensure that warnings were correlated with the desired level of flood risk, estimated peak flows from high water marks after flood events, and estimated velocities during flooding to determine travel times. WET replaced the Buckhorn Canyon station after the culvert where it was located failed during the September, 2013 flood.

Larimer County also desired two emergency roadway flashers that would activate automatically in response to relevant Flash Flood Warnings issued by the NWS. WET developed a proprietary system to accomplish that functionality and installed the flashers at the mouths of Rist Canyon and Buckhorn Canyon in 2012.

WET has more recently been contracted to assist Larimer County in the design and execution of a Flood Warning System for the Big Thompson River, including the flood vulnerable Big Thompson Canyon. To develop the project WET conducted both theoretical radio path modeling and radio path testing, siting stations and repeaters able to reliably provide data from important monitoring locations on the Big Thompson and its tributaries, the North Fork of the Big Thompson and the Little Thompson River. WET handled FCC licensing and permitting for the project, including negotiating shared facilities with the Colorado Department of Water Resources and the Bureau of Reclamation. The project will be constructed in the spring of 2017.

WET's work with Larimer County (Engineering Department at 200 W. Oak Street, Suite 3000, Fort Collins, CO 80521) is overseen by Eric Tracy, 970-498-5700, tracyel@co.larimer.co.us.

C. Qualifications of Team

The project will be managed by Water & Earth Technologies, Inc. acting as the prime contractor. WET has more than fifteen years' specialized experience designing and building advanced flood warning systems based upon the ALERT and ALERT2 protocol. WET has designed and installed regional flood monitoring systems throughout the United States, South America, Central America and in the Caribbean. In addition to our specialized skills around flood warning systems, WET is an engineering consulting company able to provide a wide range of services in surface water hydrology, hydraulic modeling and design, construction planning and supervision, engineering drawings and specifications for bid packages, geomorphology and sedimentology including soil erosion and conservation, stream and landform restoration, water resources quality and quantity monitoring and environmental impact assessment.

WET was founded in 1997 by Richard Spotts, and Markus Ritsch joined WET as a full partner in November of 2003. The principals are registered professional engineers in Colorado and several other states and manage a well-trained, knowledgeable and dedicated technical staff. Presently, WET has ten full time employees including six registered professional engineers, one civil engineering graduate "engineering intern (E.I.)", one GIS/CAD technician and three field technicians. WET also employs several student interns. WET's professional staff has expertise in environmental monitoring, GIS, hydrology, hydraulics, geomorphology, water quality, river mechanics, sediment transport, hydrographic data collection, surveying and hydraulic design.

Key staff that will work on the Roseville Project include:

Markus Ritsch, P.E. (M.S. C.E.), Principal-In-Charge

Kate Malers, P.E. (M.S. C.E.), Project Manager and Design Engineer (Responsible for construction specification, TDMA planning and project documentation)

Mark Turner (M.S. E.E.), Software Installation and Training (TriLinux)

Rob Niedenzu (B.A. Geography), Software/Hardware Integration and Specification

Ryan Wade, P.E. (B.S. C.E.), Design Engineer (Responsible for design and construction documentation)

Stephen Small (B.S. Watershed Science), Technician (Responsible for FCC Licensing)

Markus Ritsch will serve as Principal-In-Charge. Mr. Ritsch has over 20 years of experience conducting hydrologic studies, calibrating hydrologic models, developing rating curves and implementing data collection systems. Mr. Ritsch brings specific expertise in the planning, design, construction, trouble-shooting and maintenance of ALERT and ALERT2 flood detection networks. He has managed the design and installation of many ALERT networks for public agencies and private sector clients in Colorado, California, Arizona, New Mexico, Nevada and Kansas as well as internationally in St. Lucia, Peru, Guatemala and Panama. Mr. Ritsch will provide technical direction and supervision of all work conducted by WET. He is actively involved in our flood warning work and pays specific attention to work task scoping, developing task budgets, and QA/QC on project documentation and deliverables. Any design issues encountered during the Project will be brought to the attention of Mr.

Ritsch and resolved by convening the relevant personnel to devise and decide on the best strategy for proceeding, with City and/or District input as needed. Plans and project documents will be checked and cross-referenced by Mr. Ritsch to ensure that they are thorough and accurate. At the City's request, WET will provide physical copies of design drawings and specifications that are stamped by Markus Ritsch as a Professional Engineer licensed in the state of Colorado.

Kate Malers will serve as the Project Manager and will be the main point of contact with the City and the District. She has worked on flood warning networks with WET for over ten years. Her strong background in hydrology and hydraulics allows her to design EFW networks that support decision support by collecting and transmitting reliable, accurate rain and stage data. She is expert at siting stream gauges in natural channel locations that are conducive to the development of stable rating curves that provide good estimates of discharge over a wide range of flows. Open channel hydraulics and the development of stage/discharge rating curves for stream gauging sites is her specific area of expertise. She is familiar with methods for integrating theoretical hydraulic modeling, on both the gauge-scale and regional-scale, with field hydrographic techniques and real-world data to inform the estimation of streamflow and the quantification of flood risk. Ms. Malers will complete TDMA assignments and prepare or coordinate the development of construction specifications and drawings, bid materials and project reports. She will be responsible for the timely completion of all work tasks within budget.

Rob Niedenzu will direct the progress of the project and coordinate technical requirements. Mr. Niedenzu will configure the base stations. Mr. Niedenzu is WET's geographic information systems (GIS) manager and applies GIS technology to environmental monitoring, hydrologic modeling and decision support tool development, including WET's web-based flood data visualization tool, WETMap. He is fully trained in datalogger/ALERT2 transmitter programming and manages WET's equipment procurement, bench testing, fabrication and field installation team. are robust and maintainable over the long term

Mr. Wade designs station installations and prepares site-specific construction documents. Drawings typically provide plan and views of station components sufficient to direct construction and a visual mock-up of specific installation details. The station construction exhibits are an efficient method of communicating proposed design and installation details and showing how they relate to site conditions. The exhibits will be finalized with input from the City and/or the District so that the final installation is clearly understood and meets important criteria.

TriLynx Systems, Inc. is the supplier of the NovaStar5 base station software, and Mark Turner will conduct base station training and ensure the smooth implementation of the new base station software. Mr. Small typically handles FCC licensing for WET projects, most recently for Larimer County's Big Thompson Canyon project.

The organizational chart provided as Figure 4 summarizes the personnel assigned to various aspects of the project.

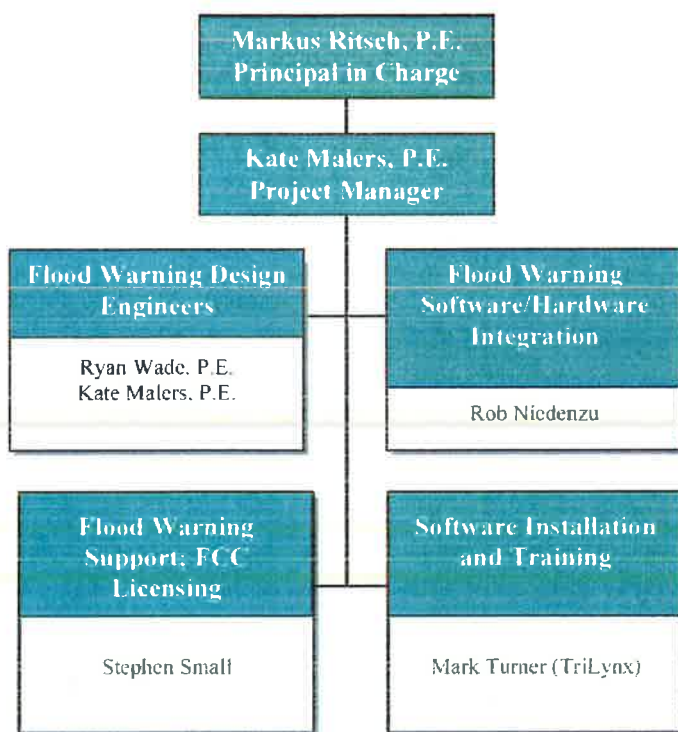


Figure 4. Project Team Organizational Chart

D. Project Understanding

WET understands that the City is working collaboratively with the Placer County Flood Control and Water Conservation District (District) to convert the Flood Alert Systems in South Placer County from legacy ALERT communications to the ALERT2 protocol, and to expand the existing network with two additional sites within the District's monitoring region. The conversion is required to maintain and expand the regional sharing of high-quality data, allowing the City and District systems to communicate with Sacramento County's recently updated system. The City and District will upgrade existing stations from legacy ALERT to ALERT2 over a period of time, so in the interim it is important that communications using both protocols are received reliably to enable flood detection and warning.

The project tasks defined in the RFP and our understanding of each are as follows:

Task 1. FCC Licensing and TDMA database coordination. WET proposes to begin the process of FCC licensing as soon as the project is underway, since FCC licenses can take up to 3 months to obtain. WET recognizes that a tentative ALERT2 frequency of 170.2875 MHz has been identified. The RFP indicates the importance of providing data to the NWS, so WET assumes that the NWS will be willing to act as the federal cooperator with the City and the District for FCC licensing. WET will obtain a letter of support from the NWS and submit the required materials to the FCC Hydrologic Radio Frequency Group, which approves the applications completed through the FCC website.

TDMA planning and slot assignments can also be completed at the beginning of the project. WET will need to understand details of the telemetry architecture that will be utilized to accomplish the regional data sharing desired by the City and County and regional partners (the NWS, the California Data Exchange Center, Sacramento County), so that the TDMA slot assignment analysis can maximize the likelihood of reliable reception and, where applicable, repeater transmission of data.

At the completion of Task 1, WET will provide a report detailing all work completed including documentation of the FCC applications and licenses for the new ALERT2 radio frequency and proof of the updated regional Flood Alert TDMA Database.

Task 2. ALERT2 Base Station Equipment & Database Software. WET proposes to assist the City and the District in implementing two separate and independent NovaStar5 base stations compatible with Legacy ALERT and ALERT2 communication protocols. All data will be processed in real-time with delays due only to software processing of captured data and transmission time. Real-time and archived data on both base stations will be accessible via web by both agencies. The NovaStar5 system uses an open and accessible database called PostgreSQL to store data for archival purposes.

The two base stations will provide functional redundancy to ensure reliable data collection and alarm notifications to both entities, even in the case of a failure of one of the base stations. WET has experience with implementing systems that

enable duplication of data collection, data storage and operational support in the event of an outage at either base station. The two NovaStar5 databases will use an IT replication scheme based on SLONY to merge the data being collected from both radio reception systems and files data on the primary PostgreSQL database which is replicated to the secondary database. Station/sensor calibration changes managed from the primary base station are also replicated to the backup automatically. A network connection between the primary and backup NovaStar5 base stations is required. The backup NovaStar5 base station automatically monitors the connection to the primary database. If the backup detects an outage or failure on the primary it will automatically “failover” and assume the alarm and notification responsibilities of the primary, as depicted in Figure 5.

WET understands that the City’s existing ALERT base station is located at the Roseville Corporation Yard (2005 Hilltop Circle, Roseville, CA 95747; with an antenna pole-mounted to the roof), but that the new City ALERT2 base station will be located at 316 Vernon St, Roseville CA, 95678 (roof-mounted). WET understands that the City wishes to maintain a locally installed and operated flood alert system that allows data to be displayed through a web browser available to emergency staff from the District member agencies as well as to the public.

The District’s receiver and decoder are currently located at 11251 B Avenue, Auburn CA 95603, while the District PC and current base station software is located in the Placer County Emergency Operations Center (EOC) at 2980 Richardson Drive, Auburn, CA. The District’s ALERT2 base station equipment will be located at the EOC, but the District is open to either local or cloud-based hosting of user interface software. As previously demonstrated, WET has experience with both alternatives and will assist the District in determining which option would best serve the City’s and the District’s needs as part of the project scope of work, in consultation with knowledgeable City and District staff. Costs are similar with either alternative, so the decision can be based upon achieving the best results for the project. If the District prefers a stand-alone computer, TriLynx will install software at their facility, and then ship the equipment to the District. If the District chooses to use a virtual server, then TriLynx will help IT with the OS install and then do the NovaStar5 install remotely. The virtual server install is the most popular because IT is responsible for the server maintenance and TriLynx the software. TriLynx will need VPN access to the District network to provide remote setup and service. TriLynx will provide software training onsite regardless of the installation desired. TriLynx can provide additional training on the software after the install and beyond the scope of this proposal, either onsite or by webinar.

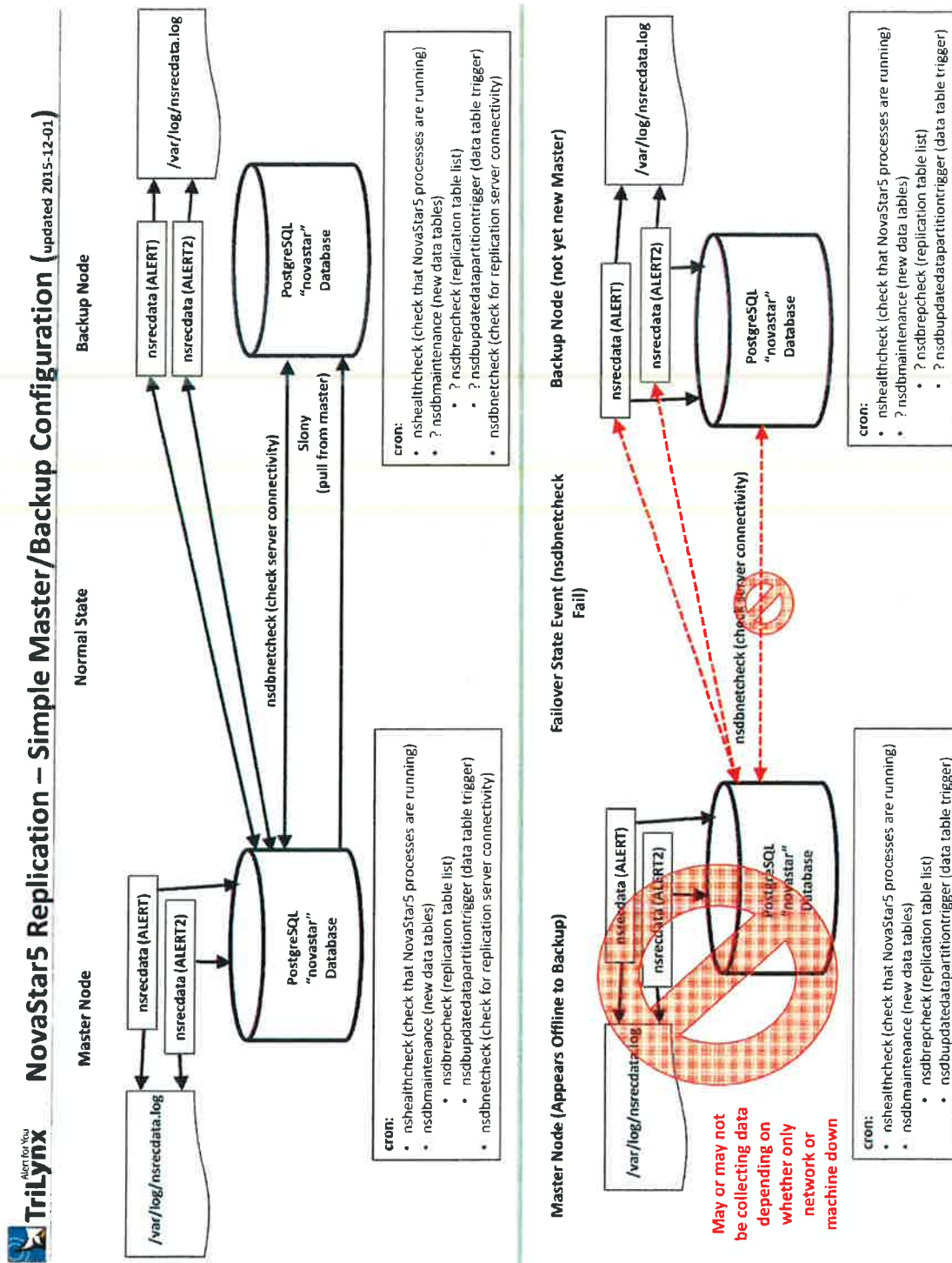


Figure 5. NovaStar5 Replication

WET understands that construction and/or installation of base station hardware (antennas, antenna towers, receiver/decoders) will be contracted as a Construction Task. WET will prepare specifications and plans sufficient for the City to solicit bids for construction and will be responsible for ensuring that the installation is ultimately operational once software is implemented. The installation of the base station software will occur before the construction tasks are completed to ensure the successful integration of the system. An installation report shall be submitted, including field logs, receipts, sample ALERT2 data reports, specification sheets and photos of installed equipment at both base station locations, at the completion of Task 2.

NovaStar5 processes incoming data in real-time and compares values to alarm thresholds set on any collected parameters including rainfall, water level, discharge and flasher status. WET will coordinate with the City and District to determine and establish alarm triggers for rainfall and stream level/flow. These can be revised through time as flood events occur and can be correlated to measured rainfall and flow events. Ideally alarm triggers do not produce frequent “nuisance” notifications for hazards that fail to materialize, but always provide notice of events that deserve attention. NovaStar5 can be configured to disseminate alarm and other information using social media such as Twitter, in addition to notification on screen, with email and/or SMS messages.

WET and TriLynx work very closely together to ensure that NovaStar5 users with systems installed or maintained by WET have reliable, successful data collection and system performance. Personnel at both companies are expert in implementing networks using NovaStar5. Sales and support for NovaStar5 are now the purview of TriLynx. WET will oversee system integration in the first year of network operation, including configuring the NovaStar5 base station. TriLynx will provide training on the station software as described in Task 4.

The primary resource for IT issues and software service, including installation and maintenance, will be TriLynx Systems. TriLynx will be responsible for conducting training after the installation on the use of the NovaStar5 software by City and District personnel in Task 4. An annual software service agreement is required, but the service cost for the first year is included in this proposal.

Software and database support will be available throughout the first year of operation as part of the software license agreement with TriLynx and under WET’s system integration and delivery responsibilities. The NovaStar5 software automatically monitors the system health and sends text messages for equipment or data collection failures, with contact by cell phones, email, and text messages.

Detailed information about the NovaStar5 Base Station software and WET’s map-based, customizable user interface is provided in Attachments C and D.

Task 3. ALERT2 Data Collection Telemetry Equipment Replacement and New ALERT2 Data Collection Stations. WET understands that the project includes upgrades from Legacy ALERT to ALERT2 transmitters at eight existing stream and/or precipitation gauge locations; four of the City’s choosing, and four of the District’s choosing. (One of the City locations has already been identified,

on Dry Creek at the Vernon Street Bridge). In addition, two new stations will be established at locations to be determined, within unincorporated Placer County. WET understands that the District already possesses the majority of the hardware needed for these two new stations. The Non-Professional Services Contractor will supply the necessary conduit, connectors and mounting hardware for both new data collection sites, as well as one pressure transducer with a 40-foot vented cable. WET will prepare construction specifications and drawings sufficient for the City to solicit bids for construction and will be responsible for ensuring that the installation is ultimately operational once software is implemented.

WET understands that our flood detection clients do not wish to see expensive components damaged or destroyed by natural events including floods. WET makes every effort to design monitoring installations that are robust. Stream gauges are typically located within floodplains and unfortunately WET cannot guarantee that there will be no damage in the aftermath of a large event, but our track record for stations surviving flood events has been very favorable as long as bridges and roads in the stream gauge vicinity do not wash out and the channel does not significantly re-align. WET typically specifies a riser pipe encased in concrete and buried in the channel bank, typically in a location that is either on the inside bend of any curvature at the monitoring site or protected from direct flow forces by a substantial rock outcrop or bridge abutment. Hydraulic connection with the stream is maintained by a perforated intake pipeline that extends into the stream, lying as close as possible to the channel invert to avoid a buildup of debris.

It may be possible for the City and District to save money by upgrading existing transmitters at the eight Legacy ALERT sites rather than purchasing all new equipment. The existing radios could be salvaged and reprogrammed to the new frequency, and the Legacy ALERT transmitters would have some trade-in value to be applied to the cost of new ALERT2 transmitters. New batteries and new solar panels would be recommended.

At the completion of Task 3, installation reports including field logs, receipts, specifications/cut sheets and photos of installed equipment shall be provided for four City sites upgraded to ALERT2, four District sites upgraded to ALERT2, and two new sites in the District's monitoring region.

Task 4. ALERT2 System Simulation & Training. TriLynx will conduct two days (16 hours) of ALERT2 database training for City and District staff selected by the City and District. TriLynx will provide a maintenance schedule for the software, as well as copies of training and instructional materials.

WET proposes 2 days of training dedicated for the "administrative" users, with half a day dedicated to data access and notification capabilities that would be of interest to "occasional" users including emergency response personnel and the public. TriLynx can provide additional software training by webinar, but the proposed training includes costs for on-site training.

WET will document as-built construction of system components and ensure that User's manuals for all monitoring, telemetry and data collection equipment will

be supplied by equipment vendors. The User's Manual for the NovaStar5 base station software will be provided by TriLynx Systems.

Task 5. Environmental Review and Permitting. WET understands that permit requirements for the two new District stations will be minimized by siting gauges outside of environmentally sensitive areas and avoiding impact to resources to the extent possible. However, it is possible that a California Environmental Quality Act (CEQA) exemption and/or a California Department of Fish and Wildlife (CDFW) Lake and Streambed Alteration (LSA agreement) may be required. WET understands that the permits will be obtained by the District, but that copies of any required permits should be obtained prior to installation and made available on-site during installation.

Task 6. Assistance in Solicitation of Competitive Bids from Contractors for Non-Professional Services and Construction Tasks. WET will prepare and provide one set of construction specifications and bid documents for all work and materials to be furnished by the construction contractor, and assist the City as requested in soliciting, evaluating and managing the bid process. WET will furthermore provide final reports reflecting the completion of construction as specified in the RFP.

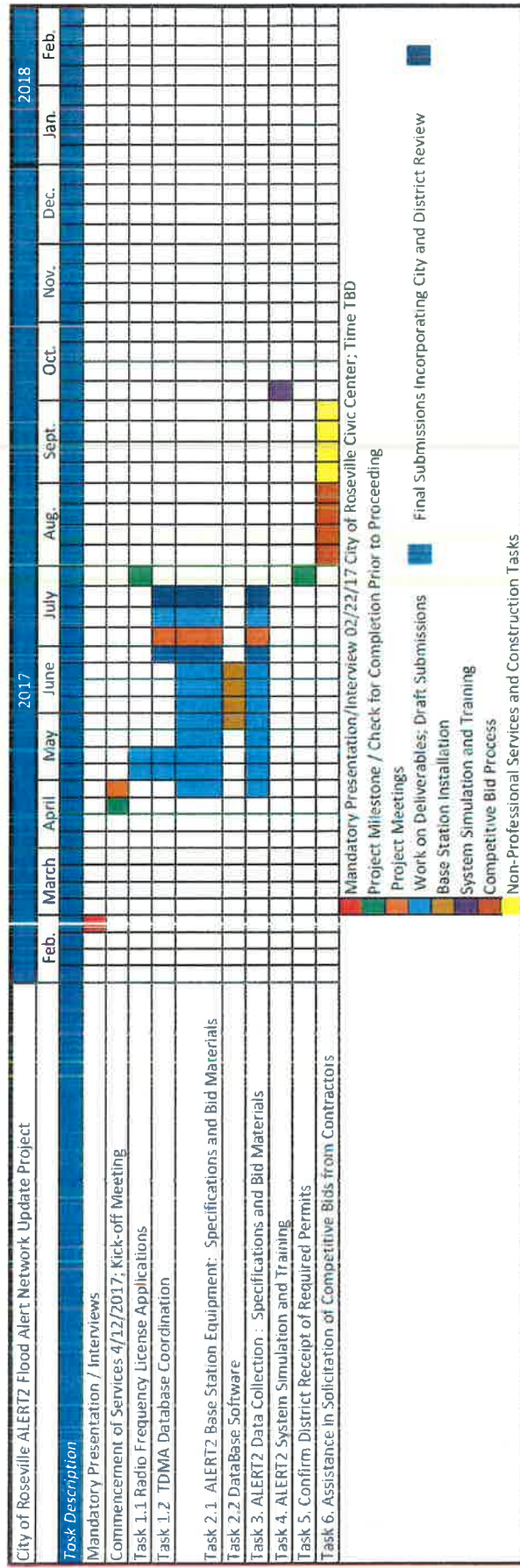
E. Project Plan

A schedule for the proposed project is provided as Figure 6. WET anticipates the completion of the project by October 2017, although the project duration will be dependent upon the City's bid solicitation and contracting process for the Non-Professional services, and upon the Contractor's proposed schedule for construction.

If WET is selected for the project, we propose to schedule a kick-off meeting via teleconference with City and District representatives, and to remain in regular communication with the City and the District throughout the course of the project. WET is committed to understanding the City's and the District's needs and criteria for each site and for the project. Good communication will be key.

One of our most effective modes of regular communication is email, but to avoid misunderstandings and ensure that conversations are thorough, sometimes direct verbal communication, either face-to-face or on the phone, is better. WET's proposed schedule suggests progress meetings prior to launching tasks and when draft deliverables are complete, to coordinate with the City and the District and receive comments or corrections for incorporation into final documents. Frequent project meetings will keep the City and the District updated and informed on project status and expeditiously resolve any problems that arise. WET will email the City and the District with planned dates for installation so that personnel can observe if desired. Having a District representative on hand for the groundbreaking at the two new sites may be desirable if there are specific concerns regarding infrastructure placement. WET understands the importance of ensuring that infrastructure is sited as expected relative to land ownership, right-of-way and permit requirements.

WET's commitment to close communication with our clients has proven to be very effective on past projects for identifying and resolving problems early on. If detailed discussions of design or rating work are needed, WET has very successfully used remote communicate through Go-to-Meeting sessions. Those meetings will allow City and/or District staff to remotely view drawings or other design material on WET computers concurrently with teleconference discussions.



F. Cost Proposal

WET's cost proposal is submitted in a sealed envelope as directed.

City of Roseville ALERT2 Flood Alert Network Update Project

Task	Task Description	Qty	Labor, General (task specific)	Labor, software install/ data transfer	Labor, Bid Docs	NovaStar Software License	WetMap Imple- mentation	Total Cost
1.0	Apply to FCC for New Radio Frequency & TDMA Database Coordination		5,740.00					5,740.00
2.0	ALERT2 Base Station Equipment & Database							
2.1	Procure and Install ALERT2 Base Station - Roseville	1		1,600.00	3,792.00		5,000.00	10,392.00
2.2	Procure and Install ALERT2 Base Station - Flood Control District	1		2,960.00	3,792.00	15,000.00	5,000.00	26,752.00
	Subtotal - Tasks 1&2							
3.0	ALERT2 Data Collection Network							
3.1	Replace existing ALERT transmitters with ALERT2 - Roseville	4			3,792.00			3,792.00
3.2	Replace existing ALERT transmitters with ALERT2 - Flood Control District	4			3,792.00			3,792.00
3.3	Procure and Install - New Data Collection Sites	2			6,072.00			6,072.00
	Subtotal - Task 3							
4.0	ALERT2 Systems Simulation & Training		9,895.00					9,895.00
5.0	Environmental Review & Permitting - New Sites		2,280.00					2,280.00
0.0	Project Management		9,055.00					9,055.00
	Application Cost Reimbursement							0.00
	Totals							77,770.00

Cost Delineated by Work Effort for Staff:

Category	Proposed Staff	Rate	Hours	Total
P7	Markus Ritsch	\$ 125.00	20.00	\$ 2,500.00
P4	Kate Malers	\$ 110.00	134.50	\$ 14,795.00
P5	Rob Niedenzu	\$ 115.00	46.00	\$ 5,290.00
P4	Blair Hanna	\$ 110.00	32.00	\$ 3,520.00
P4	Ryan Wade	\$ 110.00	80.00	\$ 8,800.00
T3	Stephen Small	\$ 75.00	49.00	\$ 3,675.00
M1	Mark Turner	\$ 150.00	86.00	\$ 12,900.00
	TOTAL		447.50	\$ 51,480.00

WET's 2017 Rate Sheet is attached.

TIME AND MATERIALS RATE SHEET

Client Confidential

Water & Earth Technologies, Inc. (WET)

Effective January 1, 2017

BILLING RATES

Charges for work performed, including office and field time, will be calculated and billed on the basis of the fully loaded staff category rates shown below in U.S. currency.

<u>Classification</u>	<u>Category</u>	<u>Fully Loaded Rate/Hour</u>
Program Manager/Officer	M2	\$160.00
Managing Professional/Scientist/Engineer	M1	\$150.00
Professional/Scientist/Engineer	P9	\$140.00
Professional/Scientist/Engineer	P8	\$130.00
Professional/Scientist/Engineer	P7	\$125.00
Professional/Scientist/Engineer	P6	\$120.00
Professional/Scientist/Engineer	P5	\$115.00
Professional/Scientist/Engineer	P4	\$110.00
Professional/Scientist/Engineer	P3	\$105.00
Professional/Scientist/Engineer	P2	\$100.00
Professional/Scientist/Engineer	P1	\$ 95.00
Professional/Scientist/Engineer	P0	\$ 90.00
Technician/Project Support	T4	\$ 80.00
Technician/Project Support	T3	\$ 75.00
Technician/Project Support	T2	\$ 70.00
Technician/Project Support	T1	\$ 65.00
Technician/Project Support	T0	\$ 55.00

Overtime required and approved by the client for non-salary (hourly) positions will be billed at the stated rate times 1.50.

EXPERT TESTIMONY

A surcharge of 50 percent shall be added for expert witness testimony or participation at hearings or depositions.

OTHER DIRECT COSTS (Reimbursable Expenses)

Charges for other direct costs and facilities furnished by WET are computed on the basis of actual costs. WET will not charge a markup. Examples of such items that are directly attributable to the project include: travel and travel-related expenses; equipment purchased for the project; shipping charges; outside printing, out-of-office facsimile transmission and duplication; special fees; permits; special insurance and licenses; subcontracts; and miscellaneous materials.

The unit costs for printing completed at WET are:

<u>Paper and Misc Items</u>	<u>Price</u>
Regular 8.5 x 11	\$0.10 per page
Regular 11 x 17	\$0.15 per page
Reinforced Hole Punched 8.5 x 11	\$0.20 per page
Map	\$1.60 per sq. ft.
Map Pockets	\$0.20 per pocket
CD	\$0.50
CD Pocket	\$0.50

Copies and facsimile transmissions made at WET's office are charged at the following rates:

Copies: \$0.10 per page,
Facsimile Transmissions.....(long distance sent): \$1.00 per page,
.....(local call; long distance received): \$0.25 per page.

Company and employee vehicle mileage is charged at the IRS standard rate per mile for passenger cars and \$0.75 per mile for 4-wheel drive vehicles. The rate for a combined company or employee truck and trailer is \$0.85 per mile.

ESTIMATED COST

WET will devote its best efforts to perform the work and accomplish the objectives defined within the estimated costs and schedule proposed. The estimated costs and schedule proposed are based upon our best judgment of the requirement shown at the time of the proposal. Successful completion within cost and schedule limits can be influenced, favorably or adversely, by changes in work scope and schedule as dictated by client's needs and by presently unforeseen circumstances. WET will notify the client in advance if the schedule or costs are expected to exceed the estimate.

INVOICING AND PAYMENT

Invoice statements will be issued monthly itemizing the staff categories worked and other direct costs incurred in the performance of the project. Payments shall be sent to the address appearing on the invoice. All payments are due within thirty (60) days of the invoice date. Invoices not paid within sixty days shall be subject to interest from the 61st day at the rate of 1.5 percent per month.

PERFORMANCE OF SERVICES

Services supplied by WET will be performed in accordance with sound and generally accepted industry practice. WET will exercise reasonable skill, care, and diligence in performing the services, including, if appropriate, the selection, collection, and evaluation of data and the interpretation of technical or commercial information. In the event that a defect is found in work actually performed by WET, such work will be replaced or rectified by WET at no charge to the client, if WET is notified by the client within 30 days of delivery of the work to the client. WET will in no way be responsible for any errors, defects, or omissions in the work of others.

G. Required Statements/Documents

G.1 Statements of Assurance

G.1.1 Non-substitution for the designated members of the team

WET assures the City of Roseville that the designated project team, including sub-consultants or subcontractors (TriLynx Systems, Inc.) will be used for this project. WET understands that departure or reassignment of, or substitution for, any member of the designated project team including sub-consultant(s) or sub-contractor(s) shall not be made without the prior written approval of the City.

G.1.2 Conflict of Interest

WET warrants that no official or employee of the City has an interest or has been employed or retained to solicit or aid in the procuring of a contract related to this proposal. WET further warrants that no such person will be employed in the performance of any contract related to this proposal without immediate divulgence of such fact to the City. WET assures the City that WET has no actual, apparent, direct, indirect or potential conflicts of interest with respect to our management or employees relative to the proposed services to the City. WET understands that undisclosed conflicts of interest constitute a material breach of the contract and entitle the City to any and all remedies by law or in equity.

G.1.3 Indemnification & Insurance Requirements

WET has reviewed the City's standard indemnification and insurance requirements in the sample contract provided with the RFP as Attachment B. WET understands that all costs of complying with the insurance requirements shall be, and are, included in our cost proposal. WET shall provide complete and valid insurance certificates within ten (10) days of the City's written request. WET understands that failure to provide the documents within the time limit may result in rejection of our proposal. WET further understands that alterations to the terms and conditions shall not be allowed.

G.1.4 Proprietary Information

Nothing contained in this WET proposal is proprietary. WET understands that any material for which WET desires to claim a privilege against public disclosure must be submitted with the proposal in a separate envelope marked "confidential". WET understands that the City Attorney's Office will determine if any material so submitted is in fact proprietary, based on state and federal law, and that a price proposal to a public agency is not a trade secret. WET defends, indemnifies and holds harmless the City regarding any claim by any third party for the public disclosure of any "confidential" portion of our proposal.

H. Exceptions

WET proposes no exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract. Based upon our detailed review of the RFP and Sample Contract, WET finds the City's requirements to be typical for our work with other clients and WET expects to meet or exceed expectations.

I. Competency of Proposers

Neither WET nor TriLynx has any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures nor any similar actions that have been filed or resolved in the past seven years. Nor has any client ever terminated a contract with either firm for breach of contract.

WET and TriLynx certainly understand that prior to making a long-term investment in specialized technical equipment, the City would like to establish that the private firms providing and supporting that equipment are not likely to become unable to operate or fail. WET and TriLynx are pleased to assure the City that both concerns are doing well in our respective business enterprises and expect in good faith to be providing relevant equipment and services for many, many years into the future.

WET has banked with Guaranty Bank since February of 2008, and maintains both a depository and a lending relationship with the bank. Average balances in our checking account have been running in the high five figures. WET's operating line of credit with Guaranty Bank is \$200,000. As of January 25, 2017, net receivables for Water & Earth Technologies, Inc. stand at \$118,000. WET has supplied a letter from our banking partners acknowledging WET's long-term financial strength.

TriLynx has banked with 1st Bank of Colorado since January of 2015, again including both a depository and a lending relationship with 1st Bank. Average balances in the checking account have been running in the mid five figures, and the operating line of credit with 1st Bank is \$50,000. As of January 25, 2017, net receivables for TriLynx stand at \$49,000.

The role of Chief Financial Officer at each firm is fulfilled by the individual listed below who can provide additional financial information at the request of the City.

Water & Earth Technologies, Inc.
1225 Red Cedar Circle, Unit A
Fort Collins, Colorado 80524
C.F.O. Richard Spotts, P.E.
(970) 225-6080 extension 5
rspotts@water-and-earth.com

TriLynx Systems, LLC
320 E. Vine drive, Suite 212
Fort Collins, CO 80524
Markus L. Ritsch
(970) 818-7761
mlritsch@water-and-earth.com

WET maintains the hardware and software tools required to successfully complete environmental monitoring projects in the areas of engineering analysis (including hydrologic, hydraulic and water quality modeling, and automated system architecture/database management), GIS, GPS and engineering surveying, hydrographic measurements, radio path studies, water quality sampling equipment and everything required to install and maintain remote monitoring stations, locally and nationally. WET has occupied our 4,000-square foot facility located on Red Cedar Circle in North Fort Collins since 2004. Our building houses our offices and includes a fully climate controlled garage and wet bench testing facility. Space in our workshop is dedicated to the storage of ALERT/ALERT2 equipment for those local clients to whom we provide annual maintenance services.

Since its inception, TriLynx has operated continuously from its office in the Innosphere building on East Vine Drive in Fort Collins. TriLynx owns the computing equipment required to conduct its business efficiently, including remote and on-site support and training for NovaStar5 users.



January 27, 2017

To Whom it May Concern

RE: Water & Earth Technologies, Inc.
Water Resources and Environmental Consulting

The above client has been customer of the bank for nine years. WET has been an excellent client with a history of stability, consistent earnings and profitability. Their credit facility with the bank, has been handled appropriately. Additionally, all account handling has been positive with no insufficient funds or returns. They have always been in compliance with their credit facility terms and conditions.

Should you have any additional questions, please do not hesitate to contact me directly.

Very Truly Yours,

Guaranty Bank and Trust Company

A handwritten signature in blue ink, appearing to read 'L. Reeves', written over the printed name.

Lorna Reeves
Market President

lr

303.293.5500 | GuarantyBankCO.com | 970.454.4220

Attachment A Proposer's Certification

12.0 ATTACHMENTS

Attachment A

PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Water & Earth Technologies, Inc. _____

NAME OF BUSINESS

Markus L. Ritsch _____

SIGNATURE

Markus L. Ritsch, P.E. Vice-President and Principal Engineer

NAME & TITLE, TYPED OR PRINTED

1225 Red Cedar Circle, Unit A Fort Collins, CO 80524 _____

MAILING ADDRESS

(970) 225-6080 Ext. 2 _____

TELEPHONE NUMBER

mlritsch@wetec.us _____

EMAIL

Type of Organization:

____ Sole Proprietorship

__X__ Corporation

____ State of Incorporation

____ Partnership

____ Limited Liability Company

Attachment B Resumes

PROFESSIONAL HISTORY

Water & Earth Technologies, Inc., 2003 to present
Vice President; Principal Engineer/Flood Warning System Specialist
TriLynx Systems, LLC, 2015 to present
Chief Operating Officer; NovaStar5 operational support
DIAD Incorporated, 1999 to 2003
Civil Engineer; Flood Warning System Design, Installation, and Maintenance
Riverside Technology, inc., 1993 to 1999
Water Resource Engineer; Flood Forecasting System Calibration/Implementation

EDUCATION

M.S. (Water Resources Engineering) Colorado State University
B.S. (Civil Engineering) Colorado State University
MSHA Mine Safety and Health Administration/Site Health and Safety Training

PROFESSIONAL MEMBERSHIPS AND CERTIFICATIONS

Registered Professional Civil Engineer (CO, WY, VA)	American Water Resources Association
American Society of Civil Engineers	Certified by Campbell Scientific (2003)
Certified by HydroLynx Systems (2007/2005)	High Sierra Electronics Training (2005)

TECHNICAL SPECIALTIES

Mr. Ritsch is a professional Civil Engineer whose responsibilities include the design, construction and maintenance of flood warning and dam safety systems. Experience with various sensors, data loggers and telemetry protocols, coupled with a background in hydrology and hydraulics, allows Mr. Ritsch to evaluate, design and build specific monitoring solutions to meet our client's needs.

Mr. Ritsch has developed specific expertise with real-time telemetry solutions, including the National Weather Service (NWS), Automated Local Evaluation in Real-Time (ALERT/ALERT2) protocol, two-way radio systems, and real-time satellite communications.

Mr. Ritsch spent six (6) years as a Water Resources Engineer calibrating rainfall/runoff, streamflow forecasting and snow accumulation and ablation models. He has extensive experience and continued involvement with the calibration and operational use of hydrologic modeling systems. This gives him a unique perspective to design and maintain monitoring networks that produce data of high quality that are useful within a hydrologic and hydraulic context.

Mr. Ritsch consults directly to local communities, counties, state and federal agencies. He has more than twenty (20) years of experience in surface water hydrology, hydro-meteorological monitoring, and environmental data collection. He has provided design and construction support on numerous data collection projects ranging from flood detection networks to water quality monitoring networks and automated sediment sampling programs. His areas of expertise include real-time monitoring network design, equipment installation and maintenance, conceptual planning, stream gaging, hydrology, rating curve development, radio path studies, permitting and licensing, and construction management.

PROFESSIONAL HISTORY

Water & Earth Technologies, Inc., 2006 to present
Project Engineer
Self-Employed Technical Writer, 1993 to 1999
City of Fort Collins Stormwater Utility, 1992 to 1993
Development and Master Planning, Staff Engineer
Harza Engineering Company, 1990 to 1992
Planning and Licensing Department, Water Resources Engineer
Colorado State University, Engineering Research Center Physical Hydraulic Modeling Laboratory,
1989 to 1990

EDUCATION

B.S., Civil Engineering, Hydraulics Emphasis, Minor in English Literature, Colorado State University
M.S., Civil Engineering, Water Resources Management, Colorado State University

MEMBERSHIPS AND AFFILIATIONS

Registered Professional Engineer (CO, WY)
Member, American Society of Civil Engineers
Member, American Society for Mining & Reclamation
MSHA Trained

TECHNICAL SPECIALTIES

Kate Malers, P.E. is a civil engineer, hydraulic modeler, hydrologist and technical writer with experience in many aspects of water resources engineering, including hydraulic analysis and design, geomorphology and stream restoration, flood detection and response, floodplain delineation and management, water quality and watershed characterization, and water supply and hydropower development and operations. She is familiar with the use of hydrologic and hydraulic models for engineering applications including HEC-RAS, HEC-HMS, CHANELPRO, and SEDCAD 4. She conducts instantaneous flow measurements and cross-section surveys to support the development of stream stage-discharge relationships using empirical measurements blended with theoretical hydraulic modeling. She conducts forensic hydraulic analyses to estimate peak discharges for flood events, analyzes hydrologic data, characterizes watershed response, prepares flood response plans and evaluates post-event flood response to inform flood planning and future response protocols. Mrs. Malers has conducted water resources site assessments and developed stream restoration plans for lands disturbed by mining. She has coordinated multi-disciplinary site investigation and documentation efforts and has experience in researching, writing, editing, and producing on-line and physical technical documents including Environmental Assessment (EA) materials, mine permits, grant applications, FERC hydropower relicensing applications and reports.

Mrs. Malers has worked on stream monitoring and stream reclamation/restoration projects throughout the United States and in Central America.. She specializes in research, analysis and evaluation of hydrometeorological and discharge data from a variety of sources, and in the generation of discharge estimates at hydraulic structures and in open channel reaches using theoretical hydraulic modeling.

PROFESSIONAL HISTORY

Water & Earth Technologies, Inc., 1999 to present
Riverside Technology, inc., 1995 to 1999
Wyoming Water Resources Center, 1993 to 1995
White Water Guide Cartography, 1993
Livingston County, NY Planning Department, 1991

EDUCATION

Graduate Studies (Geography) University of Wyoming (completed all coursework toward M.A. in geography)
B.A. (Geography) State University of New York
ARC/INFO, Wyoming Water Resources Center
Public Land Survey System, Wyoming State Engineer's Office
Revised Universal Soil Loss Equation (RUSLE) Version 1.06, University of Wyoming
SEDCAD 4, University of Wyoming

PROFESSIONAL MEMBERSHIPS AND CERTIFICATIONS

American Water Resources Association
Certified by Campbell Scientific (2002)

Association of American Geographers
Certified by HydroLynx Systems (2003)

TECHNICAL SPECIALTIES

Mr. Niedenzu is a geographic information systems (GIS) project manager for Water & Earth Technologies, Inc. (WET). He has applied geographic information systems technology to hydrologic modeling, decision support tool development, graphical user interface design, environmental impact statement production, pipeline routing, and mining development. His participation on these projects includes designing, populating, and managing spatial databases, converting data, editing data layers, designing maps, and developing user interfaces through programming and dialog design. He has experience in preparing geographic information systems data for input to hydrologic modeling and analysis efforts; developing river basin management databases; creating clear and concise maps; and preparing town basemaps, zoning maps, and census maps. Mr. Niedenzu also has a background in remote sensing, global positioning systems (GPS), and flood warning and detection systems.

Mr. Niedenzu's experience includes:

- ARC/INFO, ArcView
 - Visual Basic, AML, and Avenue Programming
 - GUI design and development
 - Global Positioning Systems
 - Flood warning and detection
 - Cartography
 - Remote Sensing
 - Natural Resources
 - Database Design and Implementation
 - Project Management
-

PROFESSIONAL HISTORY

Water & Earth Technologies, Inc., 2005, 2011 to present
Water Resources Engineer
Hydros Consulting Inc., 2010-2011
Water Resources Engineer
University of Colorado, Denver, Fall 2006
Adjunct Faculty, Civil Engineering Hydraulics
AMEC Earth & Environmental, Inc. (formerly Hydrosphere Resource Consultants), 2006 to 2010
Project Engineer
Colorado State University, 2002 to 2005
Graduate Research Assistant, Department of Civil Engineering
Contractor to the U.S. Geological Survey, Biological Resources Division
Advanced Discipline Specialist, Johnson Controls World Services, 1997 to 2001
Personal Services Contractor, 1996 to 1997
University of Colorado, 1995 to 1996
Graduate Research Assistant, Department of Civil, Environmental and Architectural Engineering
EG&G Rocky Flats Environmental Technology Site, 1994
Summer Specialist, Soil Science Group
IBM Corporation, 1989 to 1993
GIS Applications Programmer

EDUCATION

Ph.D. Civil Engineering, Colorado State University
M.S. Water Resources Engineering, University of Colorado
B.S. Computer Science, Syracuse University

MEMBERSHIPS AND AFFILIATIONS

Registered Professional Engineer, CO

TECHNICAL SPECIALTIES

Dr. Hanna is an engineering hydrologist with over ten years experience in various aspects of hydrologic and engineering investigations of water resource systems. His primary responsibilities at Water & Earth Technologies, Inc. include hydrologic design, hydraulic modeling and analysis of telemetered hydrologic data. His background in computer science, numerical modeling and civil engineering has allowed him to often serve as both a problem solver and as a developer of tools for problem solving. He has applied modeling techniques to analyze solutions to surface water quantity and quality problems at a wide range of complexity and physical scales. He has experience in projects involving water balance modeling, physical and statistical hydrology, water quality modeling, geographic information system applications, databases, environmental data analysis and statistics, water allocation modeling, open channel flow and environmental dispersion, numerical methods and optimization, geochemical modeling, groundwater flow and transport modeling and software design and development. His experience with engineering consulting, federal agencies and academic research have offered experience in a wide range of water resource problems and solution techniques.

PROFESSIONAL HISTORY

Water & Earth Technologies, Inc., Fort Collins, CO, 2007 to present
Project Engineer/Hydrologist
NTL Engineering and Geoscience, Inc., Kalispell, MT, 2005 to 2006
Staff Engineer

EDUCATION

B.S. General Engineering, Civil Option, Montana Tech
Minor in Mathematics, Montana Tech

MEMBERSHIPS, AFFILIATIONS, AND CERTIFICATIONS

Registered Professional Engineer (MT, WY, NM)
Natural Regrade Certified
MSHA Trained

TECHNICAL SPECIALTIES

Mr. Wade, P.E. is a civil engineer and hydrologist experienced in the use of models to evaluate project hydraulics, hydrology and sedimentology (HEC-RAS, SEDCAD 4.0 and RUSLE). He is certified in the use of Natural Regrade with GeoFluvTM for designing the restoration of disturbed landforms and stream channels. Mr. Wade has used Natural Regrade with GeoFLUVTM and Civil3D from AutoDesk to design and model geomorphic landform designs in a variety of environments ranging from the southwestern U.S. to Australia, for both surface coal and hardrock mines. He has completed geomorphic landform designs that satisfy permitting requirements and integrate runoff within a stable, natural-looking topography for several thousand acres of reclamation. Mr. Wade prepares submittal packages that document the design for approval by regulatory agencies.

Mr. Wade also specializes in the design, installation and maintenance of environmental monitoring systems and flood detection systems that employ the ALERT protocol and real-time telemetry. Mr. Wade has supported the installation of water monitoring projects valued from \$10,000 to \$90,000. By designing these projects and bench testing systems before installation in the field, Mr. Wade has become familiar with various hardware platforms and telemetry protocols including most types of dataloggers. He is certified in the operation and use of HydroLynx model 5096 and model 50386 dataloggers. Mr. Wade has expertise with water quality monitoring hardware, automated pump samplers, pressure transducers, rain gages, and other types of hydrometeorological measurement sensors. Mr. Wade has conducted surface water sampling, instantaneous flow measurements, and cross-section surveys to support the development of stream stage-discharge relationships. Mr. Wade has also conducted geotechnical investigations and construction materials testing, including evaluating the suitability of soil as a building material in both field and laboratory settings. Mr. Wade has tested construction materials for compliance with project specifications, including conducting in-situ nuclear field density tests, field and laboratory testing of concrete and masonry materials, pull-out strength tests of anchor bolts, rebar inspections, and weld inspections.

PROFESSIONAL HISTORY

Water & Earth Technologies, Inc., March 2016 - Present
Field Technician/Hydrologist
Colorado State University, May 2013-September 2013
Research Assistant, High Park Fire Sediment Transport Research Study

EDUCATION

B.S. Watershed Science, Colorado State University

MEMBERSHIPS AND AFFILIATIONS

CSU Watershed Club Member
Eagle Scout- Boy Scouts of America

TECHNICAL SPECIALTIES

Mr. Small is a field technician and hydrologist with experience in all aspects of hydrometeorological data collection and analysis as well as hydrologic modeling. His responsibilities at Water & Earth Technologies, Inc. include installation and maintenance of remote weather stations, stream gauging stations including water quality monitoring sites, hydrometry, hydrography, surveying and modeling for hydraulic rating analyses, and preparation of technical documents and training manuals. He makes surface and groundwater measurements, including discharge measurements with an ADCP, pygmy and AA. Additionally, he has knowledge in hydrogeological techniques for data collection, analysis and modeling. He performs reach and cross-section surveying and hydraulic modeling with HEC-RAS. He characterizes stream morphology, and analyzes water balances. Mr. Small has conducted water quality testing in both lab and field settings. He has experience and knowledge in field collection, and data interpretation and analysis in the field of snow hydrology. He has skills with GIS & remote sensing applications including ArcMap, ArcInfo, and ArcCatalog. He conducts hydrologic assessments and analyses including frequency analysis, modeling with HEC-HMS and erosion and sedimentation modeling using GIS-based RUSLE.

Mr. Small performs annual maintenance inspections for networks of flood detection stations operated by the City of Loveland, the City of Windsor, Larimer County and the Urban Drainage and Flood Control District in Douglas County. This maintenance includes testing and calibrating tipping buckets, testing and calibrating water level sensors, testing solar panel input and output voltages, testing battery voltages and radio transmission, and datalogger and transmitter programming. He is responsible for troubleshooting and correctly repairing or installing new devices, including antenna masts, tipping buckets, solar panels, batteries, pressure transducers, antennas, transmitters, standpipes, riser pipes and conduit, when tests reveal that a component is not working correctly. Mr. Small upgrades stations from Legacy ALERT to ALERT2 and installs new stations. He completes applications to acquire FCC licenses for radio frequencies used to transmit hydrometeorological data.

Software Development Team Lead
TriLynx Systems
320 East Vine Drive, Suite 212
Fort Collins, CO 80524

Main: 970-818-7761

Mark.Turner@trilynx.systems

Mark provides over 20 years of experience across all areas of software development, using a successful blend of technical expertise, business experience and leadership skills to support software design and development and provide excellent solutions to complex projects on time, on budget, and with high quality results.

- Extensive experience in software development and support
- Developing requirements, architecture, and design of complex software products
- Agile development methods
- Object Oriented Design
- Java, JavaScript, JSP, Tomcat, HTML5, CSS3, C#, scripting, SQL, ASP.NET, and more
- Proven customer service orientation
- Innovation and creativity
- Project management

Technical Expertise

- Architected and implemented Sudoku puzzle solver (www.sudokuWizard.org) with advanced capability to solve extremely difficult puzzles with novel solving techniques. Object oriented architecture.
- Developed new functionality (Work Locations) in Designer Express. Worked with Program Managers and experts to develop the scope; served as the primary software engineer on this enhancement to an existing product.
- Presented a technical presentation on object oriented programming using design patterns that was well received by peers.
- Taught and developed class materials for multiple programming classes (Website Design, SQL, C#, JavaScript, JQuery, Project Management, and more).

Productivity and Creativity

- Designed an improved user experience for an ERP product with fewer clicks and more logical flow for users, resulting in a much higher acceptance rate for the product.
- Developed software creating logical models of multiple port SRAMs and scannable arrays based on number of ports, number of words, number of bits per word, and wordline length. These models were used by many customers to accurately simulate their designs.
- Saved over \$50K in unscheduled downtime and reduced program risk by developing a predictive algorithm for database allocation checking that reduced downtime from work interruptions once every two weeks to scheduled procedures needed only once every six months.
- Awarded two patents in chip design methodologies.

Leadership and Teamwork

- Troop committee chair for a Boy Scout troop 2015 - present
- Employer Liaison Team Co-chair for NoCoNet (www.NoCoNet.org)
- Project Manager for restart of rollout of franchise system wide business software program using Agile methods. Chair of franchisee review board that prioritized the feature backlog.

Work Experience

- 2016-present: TriLynx Systems, LLC – Software Development Team Lead
- 2016: Independent Software Engineer
 - Developed and deployed www.SudokuWizard.org
 - Discovered and implemented novel solving technique
- 2014-2016: Schneider Electric
 - Work Locations for Designer Express
 - Technical presentation on Object Oriented Programming and Design Patterns
 - Legacy software maintenance
- 2013-2014: Spectra Logic
 - Legacy software maintenance
- 2011-2013: College America
 - Taught and developed class materials for computer programming curriculum
- 2007-2011: Independent Consultant
 - Wings for Women Military Spouse Conferences
 - Rocky Mountain Ventures/Couragent
 - Maid Brigade Corporate
 - Technical Project Manager
 - Developed improved user experience for ERP product
- 2003-2007: Maid Brigade Franchisee
 - Small business owner startup and leadership
 - Customer service
- 2001-2002 Volt Information Sciences, at Agilent
- Hewlett-Packard, Fort Collins Microprocessor Lab
 - Saved \$50K with predictive algorithm
- IBM ASIC Development
 - Modelling of custom SRAMS
 - Two patents in chip design methodologies

Education

- M.S. Electrical Engineering, Lehigh University, 1981
- B.S. Materials Engineering, Rensselaer Polytechnic Institute, 1979

Attachment C NovaStar5 Technical Information

Attachment C NovaStar5 Technical Information

NovaStar5 base station software was originally developed by HydroLynx Systems, Inc. and recently obtained by TriLynx Systems, LLC. TriLynx, located in Fort Collins, is now the sole provider for the NovaStar5 software and its support. The NovaStar5 software operates using the following environment:

- Linux Debian “Jessie” operating system
- PostgreSQL open-source, ODBC compliant database
- Web browser enabled using Tomcat, Apache and Hibernate
- Database replication using SLONY
- Fully compatible for virtual (VM) platforms
- 32-bit and 64-bit compliant

The base station consists of the NovaStar5 software installed on a dedicated physical or virtual server with a data feed from the primary radio receiver/decoder. NovaStar5 runs on a Linux OS operating system, but City and/or District IT departments do not need to be trained or proficient in Linux. TriLynx provides the Linux support. Access to the base station software is through common internet browser with web page user interfaces (described in more detail in Appendix C). User login with password determines access level to base station software. TriLynx will work closely with the City and District IT departments to install and setup NovaStar5. TriLynx specification sheets describing NovaStar5 are attached.

The NovaStar5 base station software provides:

1. Automated collection of data from remote hydrometeorological stations including rain and stream gauges.
2. Visual tools including interactive maps to display sensor values as well as time series plots (accumulated precipitation depths, hydrographs, etc.) and other information including critical elevations of stage.
3. Interactive maps available on smart phones and tablets.
4. Display and custom creation of maps, time series plots, and reports.
5. Rating table computation of stream discharge; management of sensor calibrations and ratings by authorized staff.
6. Alarm checking of incoming rainfall intensity, streamflow/stage and other weather parameter data with remote notification on screen, with email or SMS messages.
7. Data integration with geographic information system (GIS) maps; open SQL and ODBC connectivity.
8. Automated data export (of formatted data files, reports and plots) to cooperative agencies such as the National Weather Service (NWS) using SHEF.
9. Automated data import from outside agency sources such as the United States Geological Survey (USGS) and State water resources agency.
10. Automated system metrics export to service provider to allow system performance analysis.
11. Web services to support data requests by third party applications in JSON format.
12. Automated database backup to local server or Amazon S3 cloud.

13. Dual-node redundant server as hot-backup.

Three web-based GUIs provide for interactive data display and management of system components (Figure 7). All sensor calibrations, site/sensor metadata, alarm levels, stream ratings, alarm notifications can be accessed by appropriate personnel through a web accessible graphical user interface (GUI) called the “Administrator” Interface, which provides access to all details of the system. A second interactive, map-based GUI, the “Operator” interface, will provide data access and display focusing on data products, for a broader group of staff from pertinent agencies. Public dissemination of data will be accomplished via the web with a map-based Public Interface. NovaStar5 will be provided with the Administrator interface used to define sites, sensors, alarms and processing rules and the Operator interface used for dissemination of data to pertinent official individuals in an easy to navigate web interface. During emergencies, however, WET has found that our public webpage WETMap is often chosen, even by personnel in official capacities, for access to integrated data about developing flood risks. More information about that interface is provided in the next Attachment.

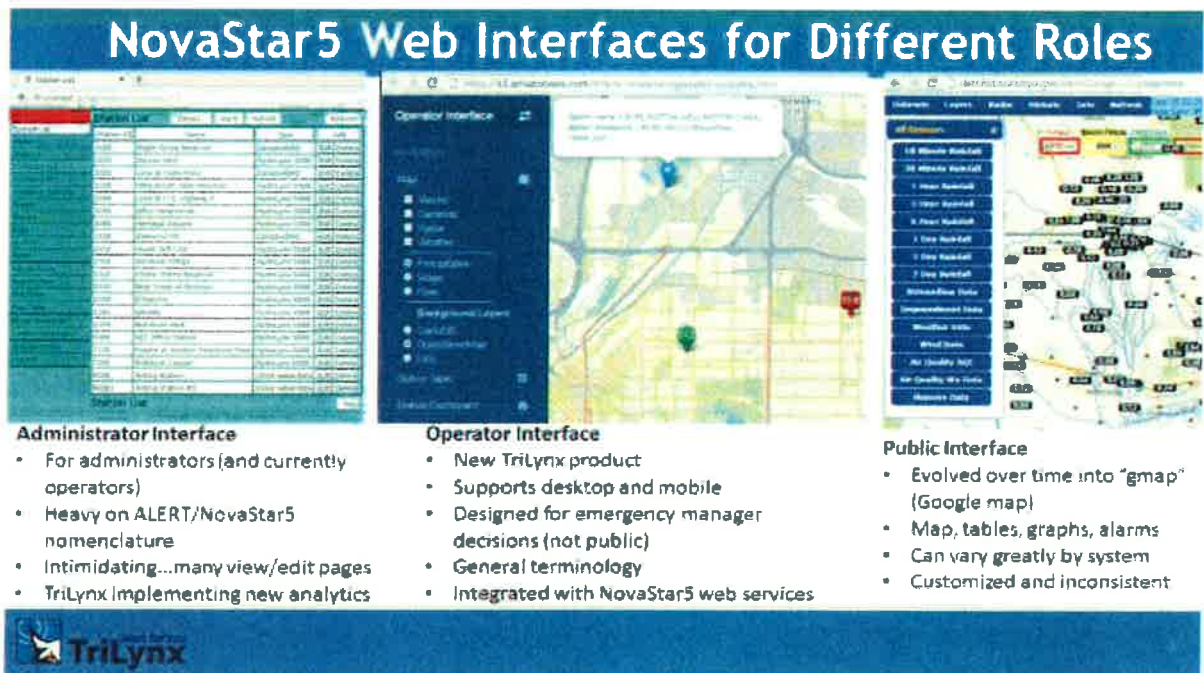


Figure 7. Web Interfaces for Accessing Network Data3

The system will manage the remote station data reports, disseminate emergency notifications and display relevant information in user-friendly web page formats. Figure 8 shows a typical map-based network display page. The low water crossing station markers are yellow, and the markers flash when the roadway flasher lights are flashing. The camera site markers are green. Clicking on a camera marker pops up the camera pages (Figure 9).

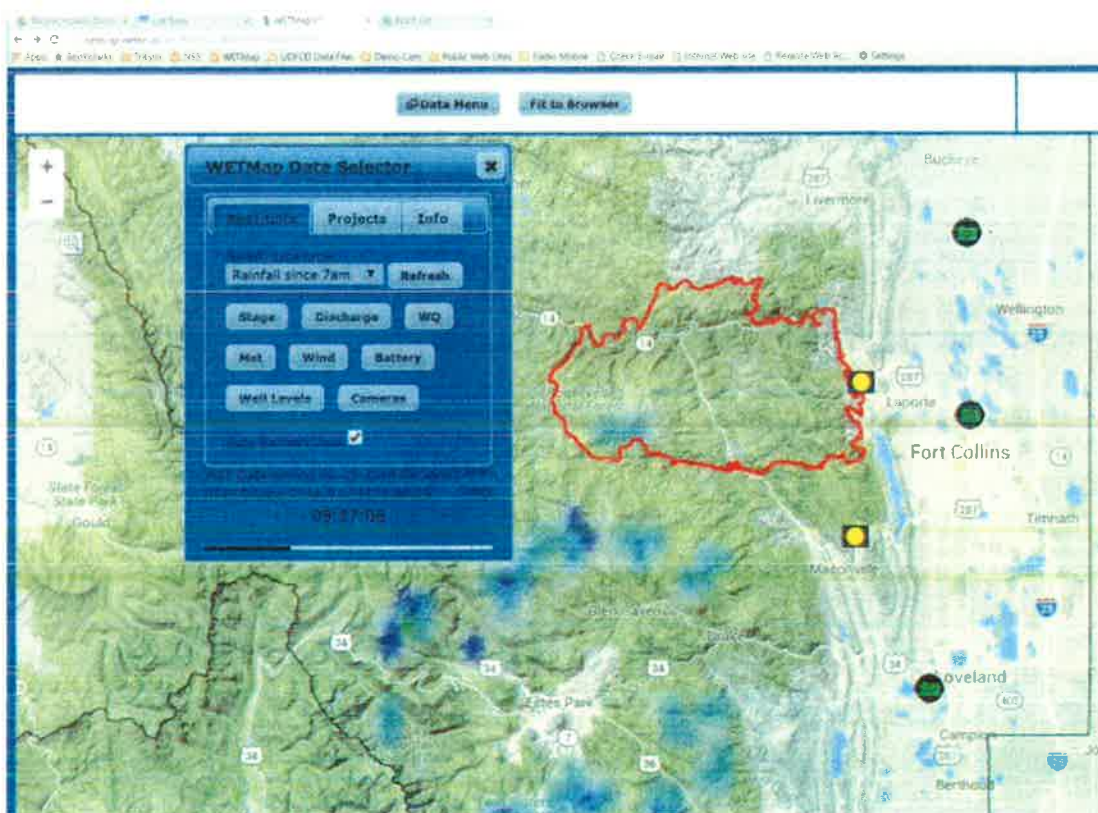


Figure 8. Example Map-Based System Display Webpage (WETMap)

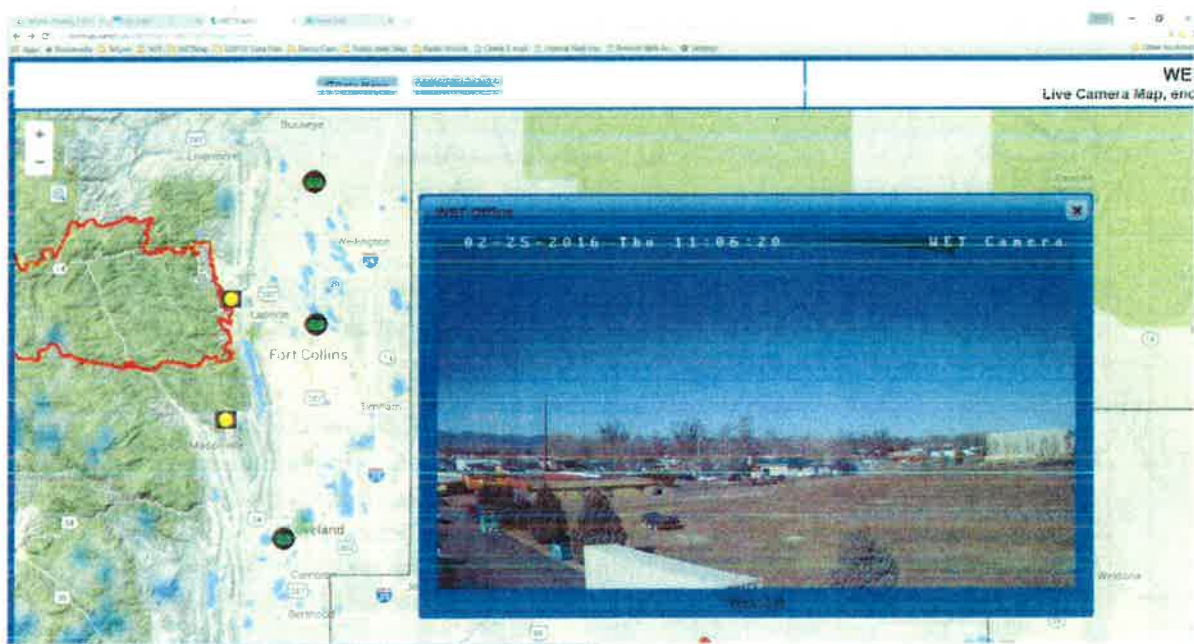


Figure 9. Example Camera Image Display Webpage

Attachment D WETMap User Interface

Attachment D: WETMap User Interface

WET has developed a Google-map-based website that provides secure access to data collected from ALERT sensor systems (both legacy and ALERT2). WETMap is mobile phone/tablet friendly and can be customized in various ways. WET hosts the WETMap website for many of our clients domestically and internationally and supports other clients who run customized versions of the application on their own, as previously described with respect to the UDFCD's GMap. The secure webpage displays real-time data from the remote monitoring system and can also display radar images, NWS watches and warnings, images from remote still and video cameras, and other relevant information for interpreting the real-time data, assessing flood threat and supporting emergency responders (Figures 10 and 11).

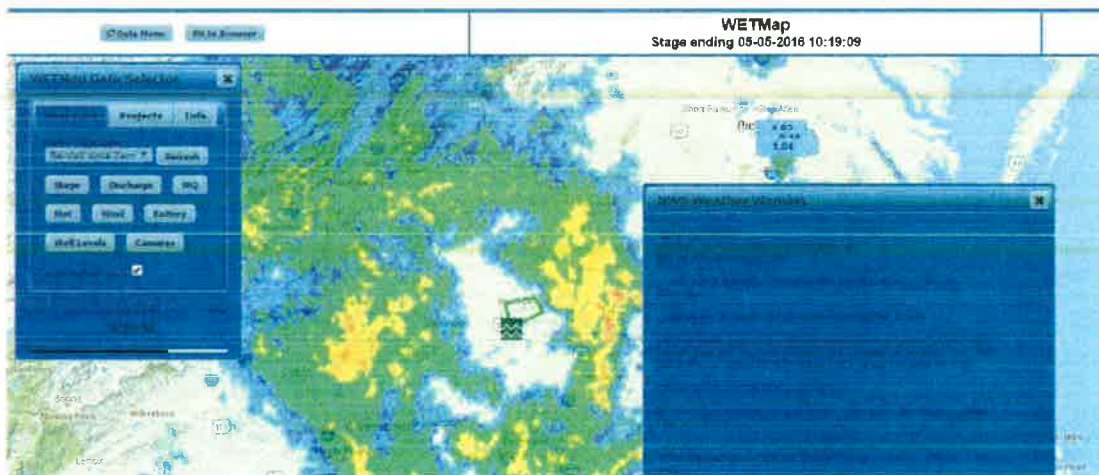


Figure 10. WETMap Display Showing Radar Image, the Areal Extent of a NWS Watch and Associated Information about the Watch, Superimposed on a Map Display of Station Locations and Real-Time Data Values.

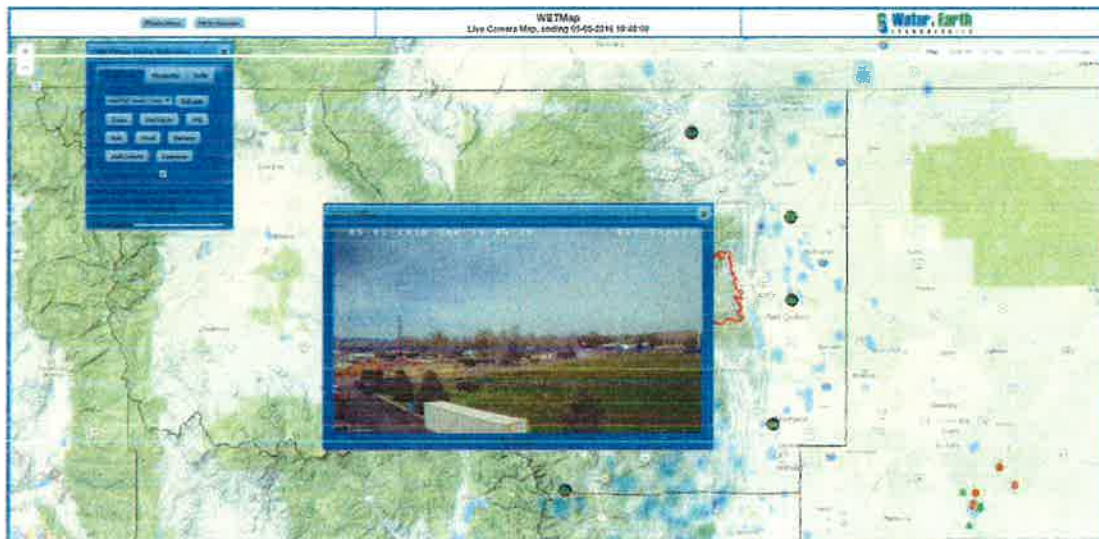


Figure 11. WETMap Display Showing a Photographic Image from One of WET's Remote Camera Installations

The application can display data from any sensor type at remote stations. Figure 15 shows data from weather stations, including temperature, humidity and barometric pressure values. In

addition, WETMap queries the database to aggregate and display rainfall data based upon a user selection time scale (i.e., 5-Minute Rainfall through 28-Day Rainfall). The display in Figure 12 depicts 1-hour rainfall totals for a rainy period on 9-11-2013. Stations represented by icons colored yellow rather than the standard green indicate their higher measured rainfall intensity. The display in Figure 13 shows rainfall values since 7 a.m., as that is what has been selected from the WETMap Data Selector window on the left side of the overall display.

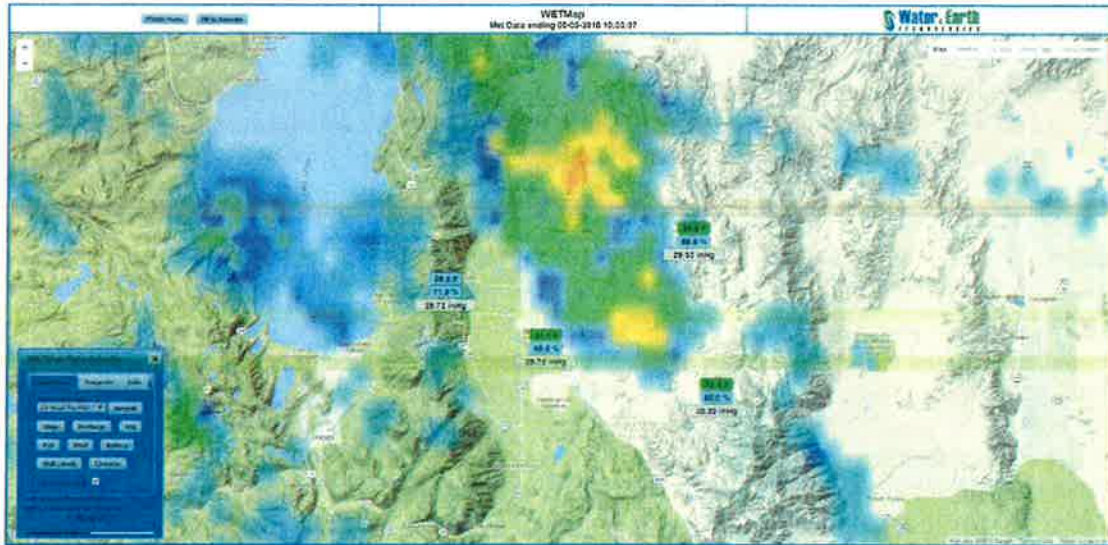


Figure 12. WETMap Display Showing Image from One of WET's Remote Camera Installations

For stage and discharge data, the application supplies data plots for selected periods ranging from 3 days to 3 months. Figure 13 shows the 3-day stage hydrograph and underlying map image for a gauge.

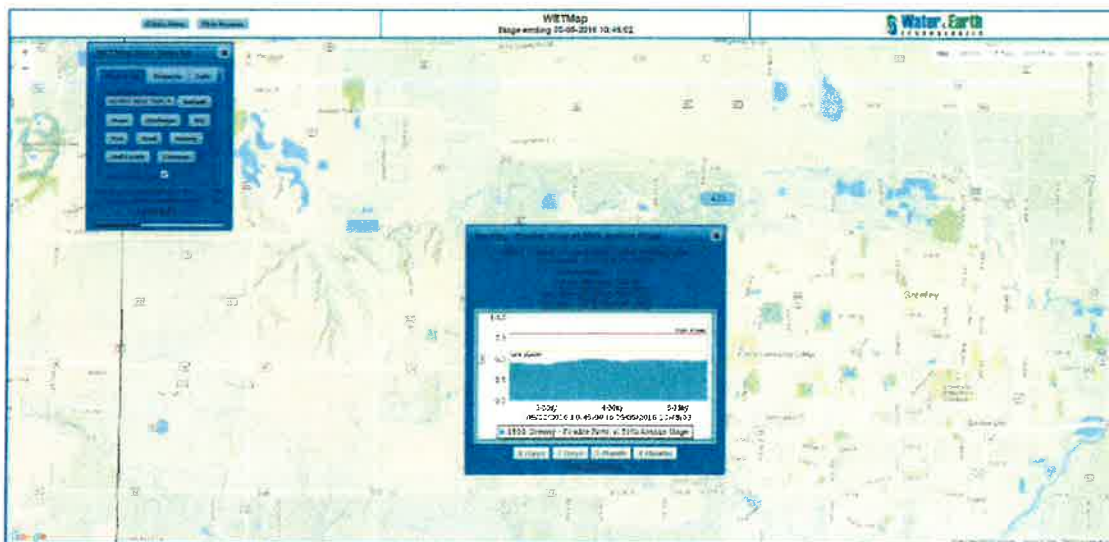


Figure 13. 3-day Stage Hydrograph for a Stream Gauge

Some of WET's clients using versions of this WETMap secure public website include:

- Larimer County. WET hosts Larimer County for data visualization and public access using WETMap.
- City of Windsor. Windsor's data is both hosted and accessed by the public, through WETMap, at WET.
- City of Loveland. Like UDFCD, the City of Loveland has asked WET to develop their own custom version of our website for secure data access and display. Loveland developed a flood mitigation plan that is triggered by specific stages at gauge locations that are integrated with the real-time display of data, as shown on Figure 14. Typically, two alarm conditions are developed at each monitoring station: low and high. The web plot for each site shows both the low and high alarm levels and the current water level relative to those thresholds. Loveland staff receive a text notification via cell phone with specific information associated with each alarm level. Loveland storm water and emergency staff know exactly what mitigation measures to take when they receive a low or high level alert. Figures 15 and 16 show examples of the station documentation (photographs and schematics) that are available on Loveland's WETMap application.

The relationship between current data values and physical features of the gauge site can also be visually presented with WETMap to help users interpret the significance of the data values. Figure 17 shows an annotated 1-day stage plot from GMap for a UDFCD gauge located at a reservoir. The UDFCD has determined NWS-style "E-19 values" for many of its gauge sites, which specify the "Action" (typically an alarm threshold) and "Bankful" stage as well as the stage corresponding to NWS definitions of "Minor", "Moderate" and "Major" flooding. In Figure 17, physical elevations of the gauged reservoir (permanent spillway and gate crest elevations) are shown. In this way, the web interface conveys not only a data reading but the impact of that reading with respect to local flooding conditions, which helps emergency managers and storm water staff develop response and mitigation measures.

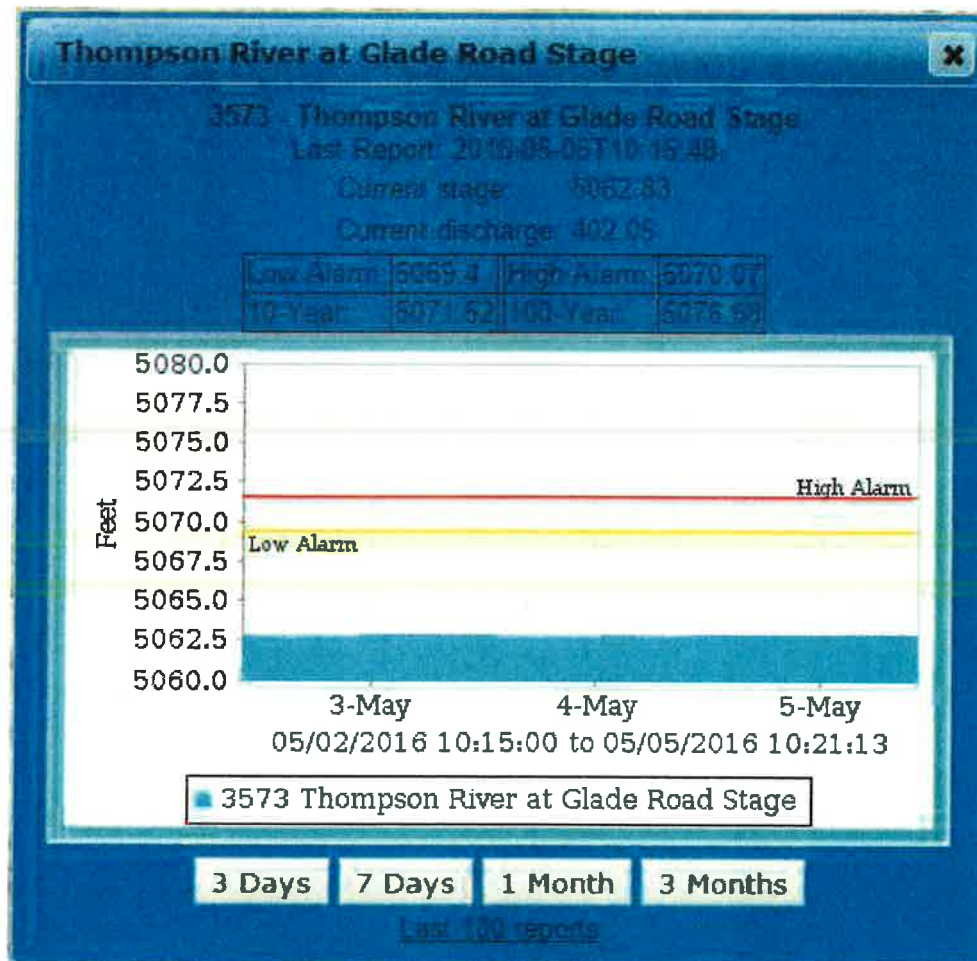


Figure 14. City of Loveland WETMap Display Showing Real-Time Data Values of Stage and Discharge with a 3-day Plot of Stage and Low and High Alarm Levels

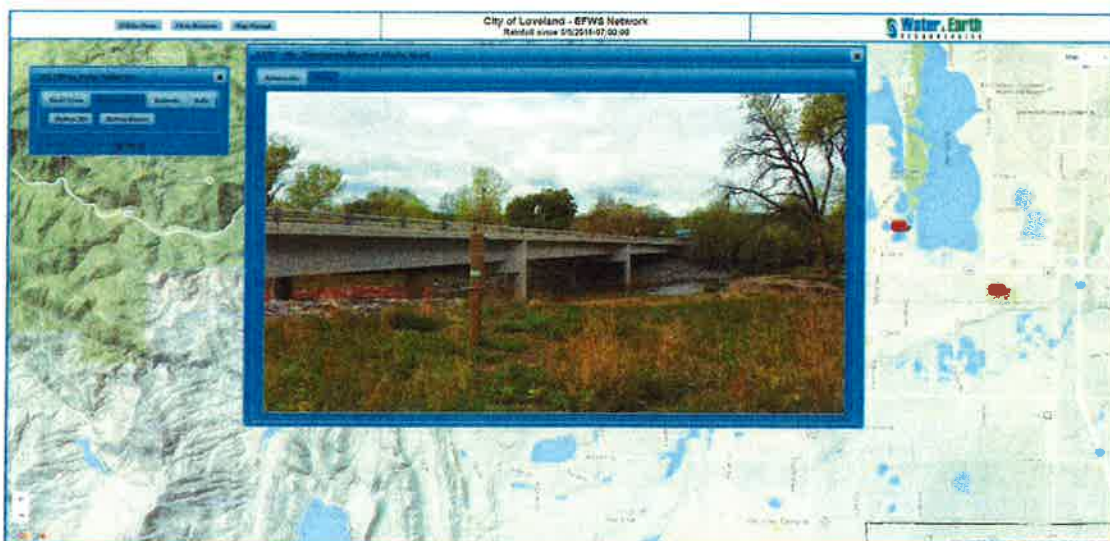


Figure 15. City of Loveland WETMap Display Showing a Photograph of the Big Thompson River @ Glade Road Rain and Stream Station

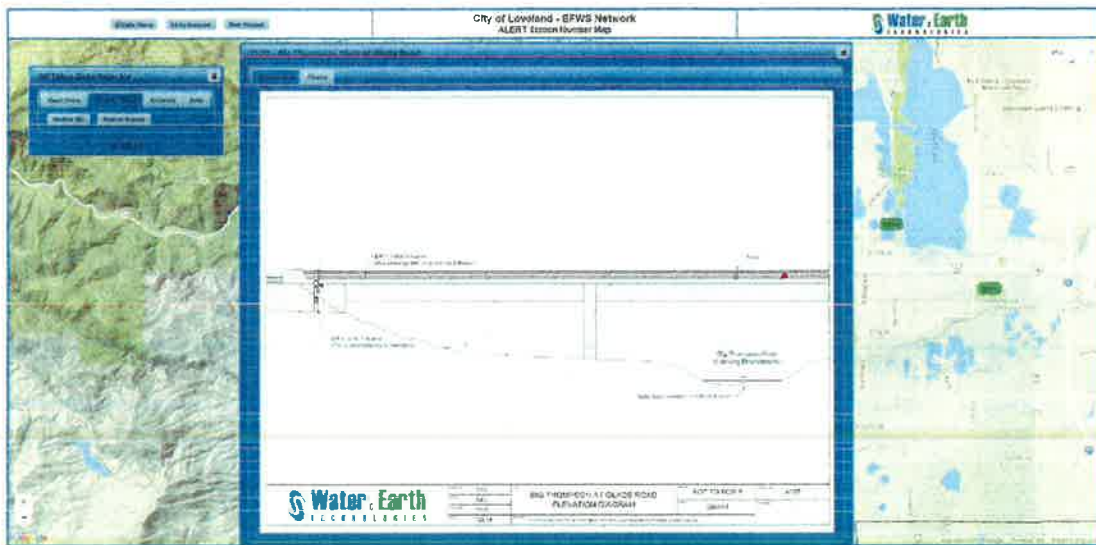


Figure 16. City of Loveland WETMap Display Showing a Schematic of the Big Thompson River @ Glade Road Stream Station and the Monitored River Cross Section.

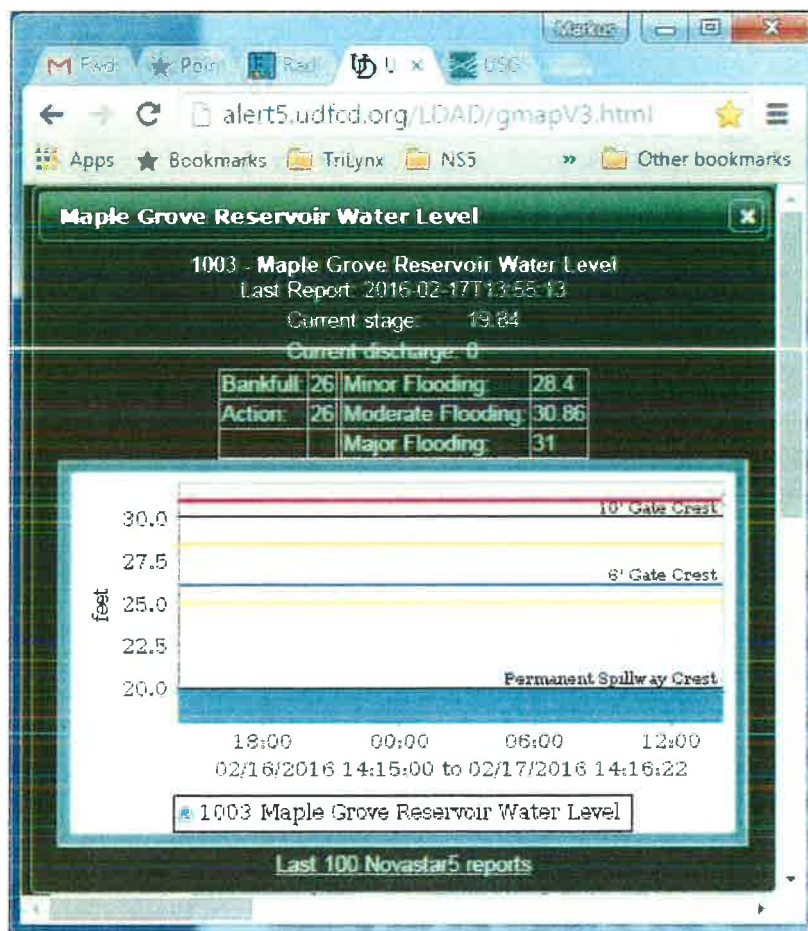


Figure 17. GMap Display Showing Current Stage/Discharge Values for a UDFCD Gauge, as well as Flood Hazard Stages and a Plot Annotated with Meaningful Physical Elevations

Attachment E Letters of Recommendation



ENGINEERING DEPARTMENT

Post Office Box 1190
Fort Collins, Colorado 80522-1190

(970) 498-5700
FAX (970) 498-7986

May 2, 2016

Mr. Eric Weis, Project Manager
City of Greeley – Stormwater & Public Works
1001 9th Avenue
Greeley, CO 80631

Mr. Weis,

This letter is written in absolute support of alert and rain/stream gage monitoring services provided by Water & Earth Technology (WET). Larimer County has worked directly with WET since the High Park Fire in 2012 and continues to utilize their services for data collection, data & website hosting, data reporting, emergency alert notifications along with continual operation and annual maintenance of our rain and stream gage system.

Most recently, WET has provided design services for a regional rain and stream gage network in the Big Thompson Canyon where successful collaboration between Larimer County, City of Loveland, City of Fort Collins, US Bureau of Reclamation, US Forest Service, Colorado Department of Transportation and others was meticulously coordinated by WET.

Similar to your proposed rain/stream gage on the Poudre River at 59th Avenue, WET has provided design services for ALERT-2 compliant systems for Larimer County along with surveyed cross section data, accurate HEC-RAS hydraulic modeling and rating curve development for our stream gages. WET has been diligent with post-storm field observation & survey along with rating curve calibration on all of our stream gages.

Water & Earth Technology's WETMap web portal has been an invaluable tool for internal stormwater management and emergency services in Larimer County. WET's ability for complete customization of the portal has allowed Larimer County to identify vulnerable areas such as the fire burn scar and observe in real time storm cell movement and intensity. We have worked with WET to fully customize our alert thresholds and we accurately receive text and email notifications when those thresholds are exceeded.

In our experience, it has been abundantly clear that WET strives to understand the needs of their clients and they consistently provide a cost effective, solutions based approach to their design, construction, operation and maintenance services. WET has consistently provided top quality services for Larimer County within budget and on schedule. If you have any questions or concerns please don't hesitate to contact me at any time.

Sincerely,

Eric Tracy, PE CFM
Larimer County Engineering Department
etracy@larimer.org
970-498-5729

June 7, 2016

Markus Ritsch P.E.
Weather and Earth Technology, Inc.
Ft. Collin, CO 80524

RE: WET Letter of Recommendation

Dear Markus,

I wanted to take a moment to convey my continued satisfaction and appreciation for the work WET has done for Douglas County in the last twelve years. I continue to rely on your staff to support myself and Douglas County on Flood Warning monitoring and Flood Response Planning.

As stated I have worked with WET for over a decade, it brings an intangible value to each project knowing the stability your office offers with a consistent team who are familiar with the County. Your staff consistently meets or exceeds our expectations and the County views the WET team as a positive extension of the County staff.

The County covers a wide geographical areas and WET has been able support the County with all our flood monitoring and weather planning needs. The flood hazard tool you developed for the County, a state of the art flood response tool, has greatly assisted the County in our efforts to protect our citizens. Your continued effort to improve the tool and enhance it with additional features is much appreciated. The maintenance of our gauge network with the UDFCD and County has been done very efficiently. Knowing you are monitoring continuously over all the many issues that can be involved with managing 32 gauges takes a lot of worry off my table.

I also thought it important to mention that your team is always open to discussing new ideas where appropriate and are also able to provide the technical knowledge to support these new ideas, is really great!. Having another opinion that I trust is useful when challenged with uncommon problems.

Thank you again for you and your staff's consistency and great work ethic we look forward to working with you on many future weather responses type projects.

Sincerely,

Garth W. Englund Jr., P.E.
Special Projects Engineer
Douglas County, Colorado



Department of Public Works

- Environmental & Construction • Flood Control
- Operations • Solid Waste Management
- Surveyor • Transportation

Gerry Newcombe
Director

June 9, 2016

To whom it may concern,

I would like to recommend to you for your ALERT2 telemetry equipment and installation the companies HydroLynx and Water and Earth Technologies (WET). I have worked directly with both companies during the upgrading of our ALERT system and have found their abilities to be outstanding and would not hesitate to use them again for future projects.

Hydrolynx and WET planned, coordinated and completed the ALERT2 backbone installation project with highly satisfying results. Both companies have excellent customer service and will go above and beyond in answering questions and resolving issues.

With HydroLynx' s and WET' s highly skilled and dedicated staff, San Bernardino County's ALERT2 upgrade could not have been an easier transition. I have no doubts you will be exceptionally pleased if you decide to use them as your ALERT2 vendors. If you have any questions, please feel free to contact me at (909)387-8227 or rforbey@dpw.sbcounty.gov.

Sincerely,

Randy Forbey
Senior Hydrographer
County of San Bernardino, Dept. of Public Works, Flood Control

BOARD OF SUPERVISORS

ROBERT A. LOVINGOOD
First District

JANICE RUTHERFORD
Chair, Second District

JAMES RAMOS
Third District

CURT HAGMAN
Fourth District

JOSIE GONZALES
Fifth District

GREGORY C. DEVEREAUX
Chief Executive Officer

June 7, 2016

To whom it may concern,

I am recommending HydroLynx and Weather & Earth Technologies (WET) for your ALERT2 weather telemetry equipment and installation. I worked directly with HydroLynx and WET teams throughout the process of upgrading Orange County's ALERT1 network to an ALERT2 network. Their ability to respond to any questions or concerns has been outstanding. I have over 25 years of ALERT experience and used HydroLynx and WET to upgrade to ALERT2 as well as many others past projects; without hesitation will use them again in the future.

HydroLynx and WET planned, coordinated and completed the ALERT2 installation and I could not be more satisfied with the results. Their ability to respond to the client wants and needs is second to none. Their ALERT systems knowledge allows them to resolve almost any problem and in most cases seamlessly. HydroLynx and WET work great together and with all of the projects we have been involved in I could not be more satisfied with their performance.

With HydroLynx's and WET's skilled and dedicated staff, Orange County's Alert2 upgrade could not have been an easier transition and they meet all of our needs. I have no doubts you will be exceptionally pleased if you decide to do business with them. If you have any questions, please feel free to contact me at (714)955-0662 or bryan.pastor@ocpw.ocgov.com.

Sincerely,



Bryan Pastor
Chief, Environmental Data Management
OC Public Works, OC Environmental Resources



COUNCIL COMMUNICATION

CC #: 8512
File #: 0800-03

Title: Power Plant Water Treatment Chemistry and Consultation Services - Professional Design Services Agreement
Contact: Nathan Ribordy 916-746-1673 nribordy@roseville.ca.us

Meeting Date: 6/7/2017
Item #: 6.24.

RECOMMENDATION TO COUNCIL

Staff recommends City Council approve the attached professional design services agreement with Columbia Water Technology for water treatment chemistry and consultation services for Roseville Electric Utility and adopt a resolution authorizing the City Manager to execute it. Total cost of the agreement is a not to exceed amount of \$375,000.00 over a five year period. \$75,000 of funding is included in the Electric Operations Fund budget for FY2016-17.

BACKGROUND

The City owns and operates two power plants, the Roseville Energy Park ("REP"), and Roseville Power Plant 2 ("RPP2"). These facilities utilize water treatment to produce pure water during the course of normal operation for several processes that are highly sensitive to water quality. In order to maintain the necessary water quality, specialized processes, equipment, and chemistry are required. One such process is the Zero Liquid Discharge ("ZLD"), which is used at the REP, and is a permit requirement of the REP's operation. The ZLD takes plant wastewater and produces pure water for plant use, through the use of both standard and proprietary technologies and equipment. An additional challenge faced by the REP is the use of recycled water for the cooling tower makeup water. Recycled water can vary in its makeup over the course of the year and introduces another variable in establishing steady ZLD operation.

While REP staff has been proficient in operating the ZLD since the plant was commissioned, the current capital improvement plan contemplates multiple process changes and capacity enhancements to the ZLD in order to improve reliability and efficiency of the system. Staff does not possess the knowledge or experience of the specialized chemistry or industry-wide best practices in this field. Through the use of a consultant who possesses this knowledge and experience, the modeling, analysis, and design work required to support the proposed capital plan, as well as supporting operations and maintenance of both REP and RPP2, can be accomplished.

Roseville Electric Utility solicited proposals through RFP 07-032 for chemistry and water

treatment consultation services for both plants. A single vendor proposal was received in response to the RFP. After determining the vendor was responsive and responsible, the evaluation team reviewed and scored the proposal based on firm experience and qualifications, project understanding and project plan, professional references, and compliance with City terms and conditions. Columbia Water Technology was found to be a suitable vendor to perform the requested scope of services.

FISCAL IMPACT

Total cost of the service will not exceed \$375,000.00 over a five year period. \$75,000 of funding is included in the Electric Operations Fund budget for FY2016-17. Funding subsequent to the current budget year is subject to future budget approvals.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15060(c)(2)). The water treatment chemistry and consultation services does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Nathan Ribordy, Power Plant Engineer

Michelle Bertolino, Electric Utility Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-222

PDSA Columbia Water Technology

RESOLUTION NO. 17-222

APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BY AND BETWEEN
THE CITY OF ROSEVILLE AND COLUMBIA WATER TECHNOLOGY LLC, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF
ROSEVILLE

WHEREAS, a professional design services agreement regarding water treatment chemistry and consultation services, by and between the City of Roseville and Columbia Water Technology LLC, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL DESIGN SERVICES AGREEMENT

Project: Chemistry and Water Treatment Consultation Services

THIS AGREEMENT is made and entered into this ____ day of _____, 20 __,
by and between the City of Roseville, a municipal corporation ("CITY"), and Columbia Water
Technology LLC, a Washington limited liability company ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional industrial water treatment and design services
consisting of power plant chemistry and water treatment consultation services; and

WHEREAS, CONSULTANT has prepared a proposal which describes the scope of work
to be performed by CONSULTANT, the budget for the work, and the schedule for performance
of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional
design services.

NOW, THEREFORE, the parties agree as follows:

1. **Services.** CONSULTANT shall perform, at the direction of CITY, the scope of
services as described in EXHIBIT "A", attached hereto and incorporated herein by this
reference.
2. **Compensation.** For its services provided hereunder, CONSULTANT shall be
compensated on a time and expense basis in accordance with the budget estimate as described in

EXHIBIT "B", attached hereto and incorporated herein by this reference. Total compensation shall not exceed three-hundred seventy-five thousand dollars (\$375,000).

CONSULTANT shall submit monthly invoices for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one-quarter (1/4) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

3. Term. The term of this Agreement shall be five (5) years, commencing on execution hereof and as subject to section 17, below.

4. Prevailing Wages. CONSULTANT shall comply with all applicable prevailing wage laws for services performed under this Agreement. Additionally, CONSULTANT shall require its subcontractors, if any, to comply with all applicable prevailing wage laws for services performed under this Agreement. In accordance with Section 1775 of the California Labor Code the CONSULTANT shall forfeit as a penalty to the CITY fifty dollars (\$50.00), and/or such other penalty amounts required by statute, for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates for such work or craft in which such worker is employed for any work done under this Agreement by the CONSULTANT or by any subcontractor under the CONSULTANT in violation of the provisions of the California Labor Code and in particular, Labor Code sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT. Moreover, CITY shall have the right to withhold payment in such amounts as

directed by the Department of Industrial Relations or Labor Commissioner. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/DLSR/PWD/Northern.html>. During the performance of this Agreement, CONSULTANT and its subcontractors, if applicable, shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. CONSULTANT is hereby notified that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

5. Indemnification. To the fullest extent allowed by law, CONSULTANT agrees to indemnify, including the cost to defend CITY, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by CITY or the agents, servants, or independent contractors who are directly responsible to CITY, or arising from the active negligence of CITY.

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

CONSULTANT shall not be responsible or liable to CITY for any claims, damages, costs, or expenses, including liens, fines, penalties or other enforcement actions, attributable to any pre-existing violations of applicable laws, codes, ordinance or other

regulations relating to the CITY's property where CONSULTANT's work shall be performed that pre-date the services performed hereunder and are unrelated to the services performed hereunder ("pre-existing violations"). This paragraph shall survive the expiration or termination of this Agreement for the full period allowed by law.

6. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$2,000,000 each occurrence \$4,000,000 aggregate Personal Injury: \$2,000,000 each occurrence \$4,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$2,000,000 per claim \$4,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be

primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days' written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

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

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor,

regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

7. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of

this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

8. Time is of the Essence. Time is of the essence of this Agreement.

9. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

10. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

11. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

12. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

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

14. Representation and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

15. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

16. Copyright, Ownership and Use of Materials. If applicable, all tangible materials ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings, papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are

maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

17. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT fifteen (15) days' advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days' advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed and cost of materials contemplated as chargeable costs in EXHIBIT "A" or EXHIBIT "B", as of the date of termination, upon the release to CITY of all Material hereunder, if applicable, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any Material, notwithstanding any termination or any dispute regarding the amount to be paid.

18. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California,

regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

21. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Michelle Bertolino
Electric Utility Director
2090 Hilltop Circle
Roseville, CA 95747

CONSULTANT

Columbia Water Technology LLC
Industrial Water Treatment
2903 NE 109th Ave. "G"
Vancouver, WA 98682

Either party may amend its address for notice by giving notice to the other party in writing.

22. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understandings and promises of the parties. It shall be read as a whole.

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

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
MICHELLE BERTOLINO
Electric Utility Director

COLUMBIA WATER TECHNOLOGY
LLC, a Washington limited liability
company

BY:  3/1/17
MIKE DUNHAM
President

APPROVED AS TO FORM:

BY:  3/1/17
KELLY DUNHAM
Attorney

Columbia Water Technology LLC

Industrial Water Treatment

2903 NE 109th Ave. "G"

Vancouver, WA.98682

Phone No: 718-7031

Fax No: 360-718-2819

E-Mail: Sales@columbiawatertech.com

Presented By:

Mike Dunham: 360-904-9812

mike.dunham@columbiawatertech.com

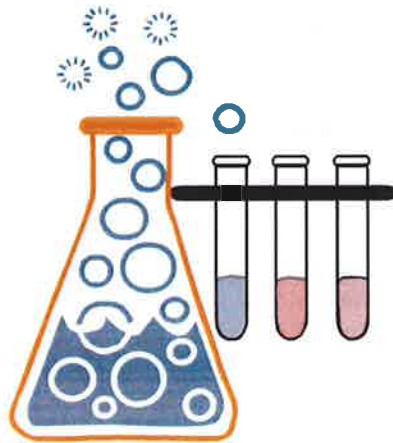
Chris Dunham: 360-836-2425

chris.dunham@columbiawatertech.com

Tom Stratton: 209-559-6021

Email: tom.stratton@columbiawatertech.com

Don Paquette: 971-409-2084



**It All Boils Down
To Service**

**RFP: 07-032 GENERATION – CHEMISTRY AND WATER TREATMENT
CONSULTATION SERVICES**

**Consultants will perform the services and adhere to the requirements
Described in this RFP**



**It All Boils Down
To Service**

Columbia Water Technology

Industrial Water Treatment

2903 NE 109th Ave. "G"

Vancouver, WA. 98682

TAB A Firms Qualifications

Columbia Water Technology (CWT) is a chemical supplier and engineering support Company with a strong background in power generation focusing on both equipment and chemistry programs. Located in Vancouver, Washington we have been doing business within the power generation industry for 10+ years and many of our staff have experience within the power generation much longer than this. Collectively, the team dedicated to this project has over 100+ years' experience in this field all with different specialties. Our personnel all possess chemistry or engineering degrees.

CWT has a multitude of references within the Biomass Power Generation sector, HRSG facilities, and Coal Power Generation facilities.

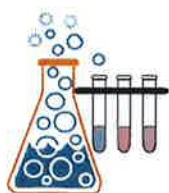
CWT has the ability to provide expert consulting, troubleshooting, training, monitoring, and modeling of the processes and systems as implemented at your site in Roseville California referred to as hereafter as (the "project").

Our services dedicated to this project include:

- Weekly site visits
- Full laboratory analysis of water, sludge, scales, and coupons
- Modeling of system performance
 - ROSA Software (Reverse Osmosis)
 - French Creek Hyd-RO-Dose (RO Anti-scalant chemistry)
 - Dow UF Software (UF)
 - Dow CADIX (Ion Exchange Resins)
 - French Creek Water Cycle RX (Cooling Tower)
 - French Creek (Crystallizer Chemistry)
- On-site water testing
- Training of personnel in one-on-one and classroom settings
- Review/adjustments of log sheets
- Evaluation of boiler chemistry in compliance with EPRI guidelines
- Attendance at outages, vessel inspections and shutdowns
- On-site troubleshooting for issues and rectification
- Generate regular written engineering reports and calculations
- Assistance in drafting specifications for implementation of new technologies
- Attend and assist in meetings as directed by Roseville Energy

All of the services above can and will be completed by members of CWT when applicable for the review of Roseville Energy. Don Paquette is our outside contractor specializing in pre-treatment applications and crystallization.

CWT has been continuing to grow in personnel consistently over the last 3 years. The organizational chart provided should help to identify some key personnel within the CWT organization. Only one person has retired from the industry within our company in the last 5 years.



It All Boils Down
To Service

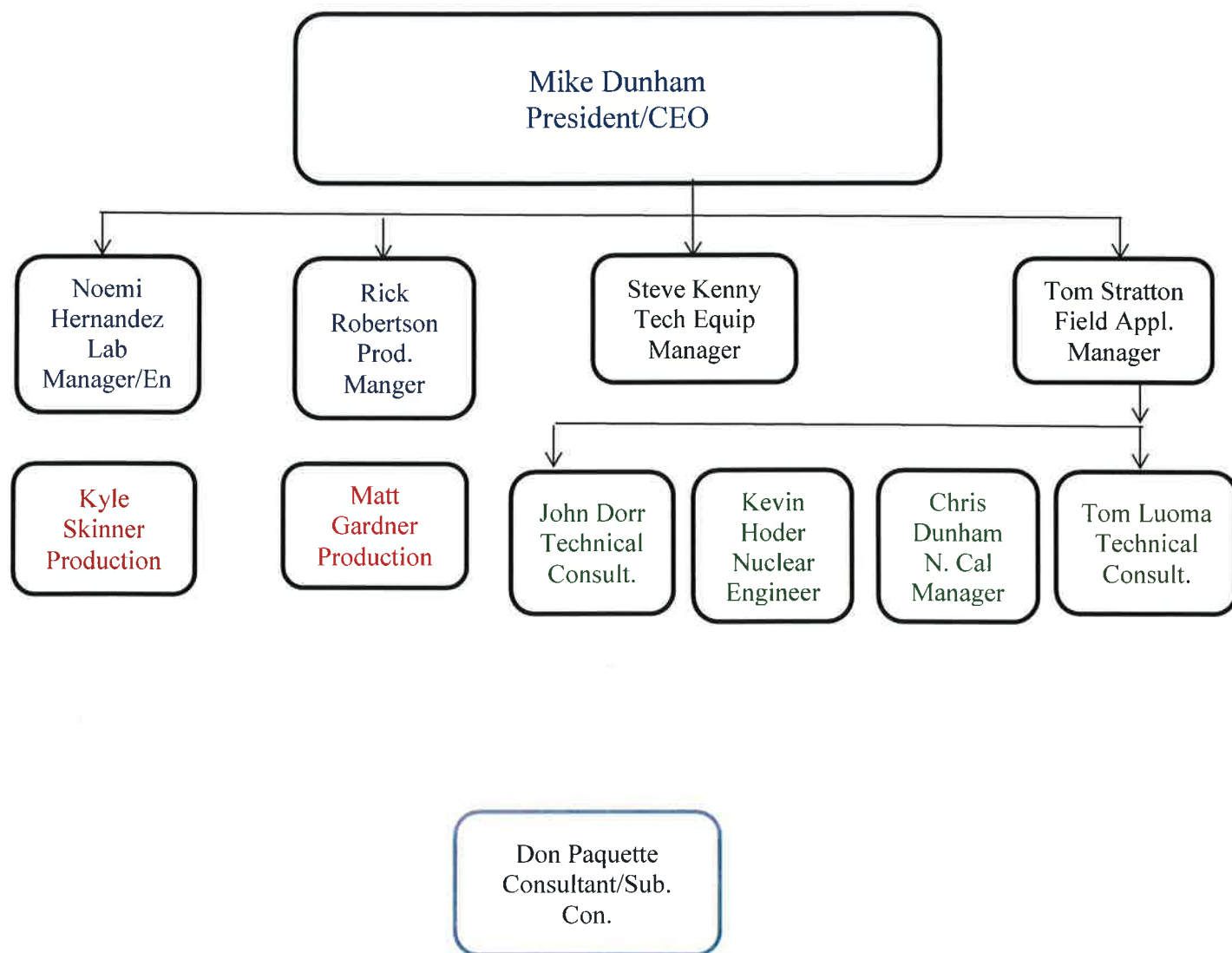
Columbia Water Technology

Industrial Water Treatment

2903 NE 109th Ave. "G"

Vancouver, WA. 98682

Columbia Water Technology Organizational Chart





Columbia Water Technology

Industrial Water Treatment

2903 NE 109th Ave. "G"

Vancouver, WA. 98682

**It All Boils Down
To Service**

Tab B

Columbia Water Technology is focused on the water chemistry needs of power generating facilities. The water treatment needs of power plants are mainly in the areas of equipment operation, boiler, and cooling water chemistry. We currently provide the water chemistry needs of many biomass plants, gas plants and a coal fired unit.

Three facilities where we are involved in issues beyond the boiler and cooling water chemistry are:

- Collins Pine Company in Chester California. This is a 12 MW power plant operating at 850 psi and has a 4 cell cooling tower. Besides providing a good water treatment program for the boiler and cooling system, we were able to solve their waste water treatment problems of high discharge of the ions lead (Pb) and copper (Cu) from the plant to meet receiving stream. They had been experiencing high discharge values in their wastewater to the receiving and receiving fines from the state that were extremely costly. After spending many days doing jar testing, redoing pump discharge points and other mechanical issues, we were able to reduce the copper and lead discharge problems to almost undetectable levels and stop the fines from the State of California.

Cogen Manager --- Jeff Miller --- Phone: 530-258-9236

Mobile: 541-643-5028

Email: jmiller@collinsco.com

The Collins Company

Boiler House

500 Main Street

Chester, CA 96020

- Klamath Energy located in Klamath Falls, Oregon. This is a 600 MW power facility with the additional 100 mw of simple cycle gas fired units. CWT has provided the water treatment chemistry needs at this plant for over 3 years. All of its makeup (grey) water for the cooling water tower is from the City of Klamath Falls sewage plant discharge. It is often very high in phosphate (cycles seasonally) for use in their cooling towers which had presented difficult problems but we have solved those problems over the years. Also this water is high in biological nutrients and poses difficult biocide challenges. To date the plant is operating well with our chemistry programs for the cooling water and the high pressure HRSG design. We have used special polymers to keep the cooling system operating with good results.

Operations Manager – Bruce Willard – Phone 541-891-4498

Email: brucewillard@avangrid.com

Klamath Energy, LLC

4940 Highway 97 South

Klamath Falls, OR 97603

- Trans Alta Power Company is a coal fired 1400 MW unit in Centralia, Washington. It consists of two boiler blocks operating at 2700 psi and has 5 operating cooling towers on the site. We recently acquired the business as they were experiencing problems with their RO/EDI systems. These systems were unable to produce low enough silica values to operate the boiler systems efficiently. We were able to rectify the issues and provide high quality water to their EDI operation. It is projected that we will save them over \$500/K per year in coal costs by blowdown reduction.

Head Chemist – Sam Bocock – 360-330-2306

Email: sam_bocock@transalta.com

Trans Alta Centralia Generation LLC

913 Big Hanaford Road

Centralia, Wa 98531

In addition to the above plants that we provide water treatment needs to; below is a list of other plants where CWT provides the boiler and cooling chemistry needs to the plant: If you need contact name please let us know.

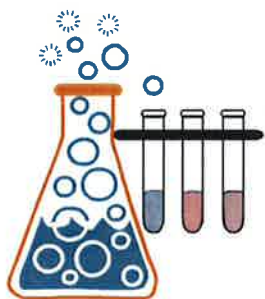
As a company, CWT does not have a current account with crystallizers although some our personnel does. Chris Dunham has worked with both ZLD technologies while in Australia and also HERO, water recycle applications while in South East Asia. Also Don Paquette has had experience with crystallizer technologies in several locations around the world.

References on other generating plants

- ❖ **Jim Munyon** – Biomass Power Plant – 18 MW –
jmunyon@senecasawmill.com
Plant Manager – Seneca Cogen-Eugene, Oregon -541-510-0760
- ❖ **Ron Vanderberg** – Biomass Power Plant 6 MW - ronv@frereslumber.com
Cogen Manager – Freres Cogen- Freres. Oregon-503-859-4205
- ❖ **Jim Turner** - Biomass generating plants (13 plants) totaling about 150 MW –
jturner@spi-ind.com Operations Manager (Water Treatment and Environment) for Sierra Pacific Industries -- Anderson, California- 530-941-2796 (mobile)
- ❖ **Roy Long** – Biomass Power Plant 6 MW -
Plant Manager – Shasta Renewable Resources plant- Anderson, Ca -760-550-1097 (mobile) – roy.long@ihipower.com
- ❖ **Bill Dillard** – Biomass Power Plant – 28 MW – Plant Manager--
Greenleaf/Eel River Power – Scotia, California – 916-596-2504 (office)
BDillard@hrellc.com
- ❖ **Bob Marino** – Plant Manager—DG Fairhaven Biomass Power Plant – 18 MW
-- Samoa, California – 707-445-5434 (office)-- marino-b@ewprc.com

❖ **Mike Dedmore**—Plant Manager—Blue Lake Power-- -- Biomass Power plant
– 9 MW – Blue Lake, California—530-524-5651 (mobile)
mdedmore@bluelakepower.com

The above biomass generating plants are operating with pressures from 450 psig to 1275 psig at the boiler steam drum.



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Industrial Water Treatment
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Vancouver, WA. 98682

TAB C Qualifications of the Team:

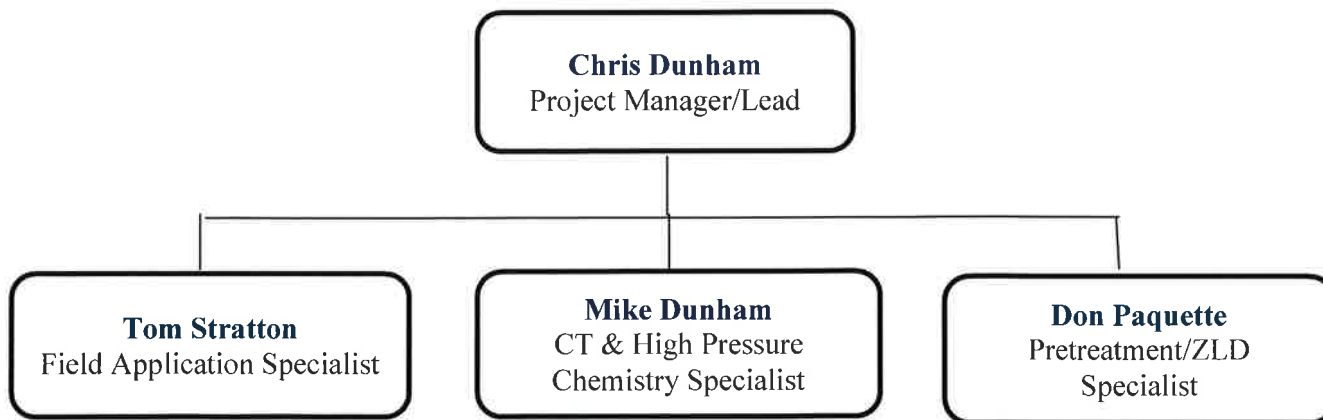
All Columbia Water Technology personnel involved in this project have many years of water treatment experience in equipment and chemistry. We all have extensive experience in servicing power generating plants on a daily basis. Resumes of all pertinent personnel are enclosed for your review.

Our primary service representative, **Chris Dunham**, lives in **Chico, California**. He can be at your plant within 1 to 2 hours, unless he is working out of town, and can be reached by mobile phone at all times. He will be committed to your plant once a week but also on an "on call" emergency basis as needed. He is currently servicing numerous biomass power plants and HRSG in Northern California.

We have other representatives with extensive water treatment experience available for your plant. They are **Mike Dunham (Vancouver Washington)**, who has over 35+ years of experience in water treatment in large industrial and utility facilities. **Tom Stratton (Sonora California)**, who has 35+ years of experience in biomass, HRSG facilities, and other water areas of industry as well as **Don Paquette (Portland Oregon)** who has over 25+ years of experience in pretreatment, UPW, and waste water systems.

The associated resumes of each of the personnel are listed below. As corresponding roles in the project, Chris Dunham will be the project manager/lead engineer; Mike Dunham is a specialist in cooling tower and high pressure boiler chemistry; Tom Stratton is a specialist in field application and troubleshooting, and Don Paquette specializes in pretreatment systems and ZLD. Don is an independent consultant and works independently under Process Systems Consulting.

Project Team Organizational Diagram



Chris Dunham

Mobile: 1-360 836-2425

Email: chris.dunham@columbiawatertech.com

WORK EXPERIENCE:

❖ **Columbia Water Technology** (United States) (2014 – Present)

- Selling and Servicing Water Treatment Equipment and Chemicals applied to power generating plants.
- Regional Business Development, Customer Account Management and Servicing,
- Primary Servicing Contact for the Customers in Northern California/Southern Oregon Region
- Chemical Testing and Process Analysis of Water Systems

❖ **Stulz Hagger + Elsaesser** (German company in Southeast Asia)

- Project Engineering/Project Management and Commissioning of Water and Wastewater Treatment Systems up to 10,000 m³/hr.
- Managing Operations/Project Teams of a Widely International Background.
- Project Completion and Management of Customer Expectations for Projects in the Semi-Conductor, Power Generation, and Processing Industries.
- Lead Process Commissioning Engineer for Process Water Recycle, Wastewater, and Water Treatment Systems including HERO. Preparation of startup documentation and procedures for water and wastewater systems.

❖ **GE Water & Process** (Australia-New Zealand)

- Business Development, Customer Account Management, and Primary Operational Contact for the Customers.
- Technical Design using SWRO, BWRO, MF, AFM, IX, DAF as they relate to the following industries: Resources, Construction, CSG, Power Generation, Heavy Industry, LNG, and O&G Refining.
- Drafting Technical Proposals and Contract Negotiations.
- Management of the Customer's Expectations and Response to the Customer's needs in Accordance with Commercial and Technical Specifications.
- Market analysis and research for business development in Australia.
- Regional Development from Start-Up

❖ **GE Water & Process Technology** (Australia)

- Operation /Management and Maintenance: RO, EDR, EDI, UF, Filtration (MMF/CF/UF), and Pretreatment Water Treatment Facilities.
- Process/Chemical/Mechanical Problem Solving and Analysis
- Site Management, Project Management, and Project Engineering
- Leading Engineer/Commissioning Engineer
- PLC Programming/Commissioning Services/Processes
- Commissioning, Operation, System Optimization and Maintenance of Equipment at Customer Sites Australia-wide.
- Participation in and implementation of a Health and Safety programmes and environmental impact assessments.

❖ **K&N Reverse Osmosis Specialists**

- Composed Environmental Studies (Salinity Reports for Brine Reinjection)
- Fabricated and Designed Small Salt Water Reverse Osmosis Units
- Fabricated, Wired, Programmed Control Boxes for Reverse Osmosis Units
- Constructed Engineering Drawings for Parts and System Fabrication (Solid Works, AutoCAD)
- Designed Pervaporation (Permeate Evaporator) Systems for Methanol/Ethanol Purification and Recovery.

❖ **Ecolochem** (later purchased by GE Water & Process Technology) [Summer Work Experience – Austar Mine Commissioning/Shell Refinery Batongas Philippines/Glow Thailand.

Operated & Maintained Reverse Osmosis, Water Filtration Systems and Demineralized Water Systems in the Philippines.

- GE Water and Process Technology (Cessnock, New South Wales, Australia)
- Installation of Mobile Reverse Osmosis Unit and Pretreatment for Water Recovery in Mining Application
- Review/Application of Start-up Operations for Reverse Osmosis Units
- Installation of Chemical Dosing Systems

EDUCATION:

- . Curtin University of Technology/Perth Australia (2005 – 2009)
 - Major – Chemical Engineering (*Honors*)
 - Thesis: Advanced Membrane Separations Technology
- . International School of Bangkok (2000 - 2003)
 - International Baccalaureate Classes (Physics, Computer Science, English, Chemistry, Math)
 - Advanced Placement Classes (American History)
 - English, Thai & German languages

Mike Dunham

P.O.Box 517
Ridgefield, WA. 98642

E-mail: dunhammike@hotmail.com
Mobile: (1-360) 904-9812

WORK EXPERIENCE

2011 – 2012 – Chemistry advisor for Gheco One (part of Suez GDF International)

Starting up a 700 mw supercritical coal fired plant in Map Ta Phut, Thailand. Boiler chemistry used oxygenated treatment (up to 300 ppb) for the boiler chemistry. Boiler operated at about 3,700 psi (250-bar) steam pressure with inline condensate polishers and a flow rate of 8,200 gpm thru the polishing system. Installed both an ultra pure chemistry lab and a coal chemistry lab for monitoring all the systems.

2009-2010 – Technical consultant for Columbia Services.

Specializing in water treatment troubleshooting for power generation and heavy industry. Most of the work was involved with solving water problems for biomass generation plants and HRSG power generation plants in the Western region of the USA.

2006 - 2009 – Technical Director for GE Water and Process Systems.

The work centered on technical water problems in the Southeast Asia area (Thailand, Vietnam, Philippines, Malaysia and Indonesia). The water problems were concentrated in the power and petrochemical industry and involved all areas of water treatment for numerous generating plants (pretreatment, boiler chemistry, cooling chemistry, wastewater, etc). Emphasis was for water recycle and water reuse in all of these various plants.

2005 -2006 Performed “due diligence work” for Global Power on:

- 1) A desalination/power plant in Fujarah, UAE. Consisted of 5 multi stage flash evaporators (MSF's) and a double pass salt water RO plant capable of producing 100 Million IGD of potable water. The power production capacity was 550/MW from four HRSG's and two steam turbines. Water production from the MSF's was also used to supply water (via demineralizers) for steam used in power production and gas turbine injection. Plant also supplied potable water to cities in the local area (Dubai, etc).
- 2) A coal fired power plant owned by Steag (in the Philippines). The plant was rated for 600/MW using imported Indonesian coal for fuel. The plant consisted of two high pressure boiler blocks with a common seawater cooling system.

2002 to 2005 – Employed as Chemistry Manager for Suez International/Glow, in Thailand.

Responsible for all chemistry lab operations, water and waste water treatment issues for six (6) separate power companies in Thailand. Acted in an advisory capacity for their additional 730/MW system at their Bowin IPP facility.

Responsibilities:

- Coordinated the installation of two (2) Ionics single pass sea water
 - Reverse osmosis plants for the conversion of salt water to clarified water quality.
- Managed staff of 18 chemists and lab technicians with three separate laboratories. Oversee water treatment issues for all clarifiers, demineralizers, reverse osmosis (RO) units, boilers, HRSG's, cooling water systems, wastewater (Activated sludge) and mixed bed polishers in the various facilities.

- Responsible for reporting on all chemistry issues for operations at Glow, in Thailand.
- Coordinated with engineering and contractors for design/review and project startup of four RO plants with mixed beds downstream to produce ultra pure water quality. Capacity of 870 m3/hr of product water for industrial application and internal power generation.

1998 – 2001 – Water Treatment Consultant for Sithe Energies in Thailand.

Included two gas fired HRSG plants (120/MW capacity/each), one plant with six (6) HRSG's (300/MW capacity), and one plant with two coal/hybrid fluid bed boilers and six HRSG boiler systems (550/MW capacity). The four (4) IPP plants are located across Thailand.

Responsibilities:

- Review all water treatment plants to reduce operating costs and maximize production. Plants consist of three (3) raw water clarifier systems producing 1600 tons/hr (over 400,000 gals/hr), four (4) demineralized water plants producing 450 tons/hr (over 120,000 gals/hr) of ultra pure water, and two (2) RO/DI plants producing over 100 tons/hour (over 25,000 gals/hr) of ultra- pure water. Also commissioned a 150 ton/hr, (over 40,000 gals/hr) RO/DI 3-array ultra pure water plant.
 - Review and setup all lab procedures for monitoring low pressure 60bar (800psig) boiler water programs and cooling tower water programs. Setup and monitor the all volatile treatment (AVT) program for the two (2) high-pressure 180 bar (2700psig) fluid bed boilers.
- Coordinate and maintain compliance with all environmental, safety and health regulations as they pertain to the water issues in all plants. Also involved in air quality issues for the plants on an advisory basis.
- Coordinate with all steam and water customers for contracts, quality assurance, and communication concerning technical issues.
- Provide training and assistance as needed for operations, safety and general work practices in regards to all water treatment issues.
- Implement plant modifications and buy new equipment as needed to improve water treatment systems. Heavily involved in design review, bid evaluation, and contract compliance in all systems that involve water chemistry.
- Responsible for overall lab operations at all power plants. This included four (4) laboratories, with current TOC and Ion Chromatography technology for measuring in the ppb range with high accuracy. Since two of the steam plants had eight petrochemical customers, the return condensate and steam chemistry was required to be in the low ppb range for operation of the 180 bar (2700psig) boilers.
- Maintain proper operation of a tertiary plant that processes industrial wastewater for use as cooling tower water makeup to a 120/MW HRSG plant.
- Reduced energy and water consumption at all the plants by implementing zero discharge plans at all plants.
- Upgraded all plants to meet ISO 14000 and ISO 18000 international standards

1997-1998 – Consultant to Nalco Chemical Company in Western USA for water treatment issues in the power generation area.

1982 –1997 – Owner of Chemco Water Technology, Vancouver, Washington (now a division of Nalco Chemical Company). Chemco was sold to Nalco Chemical Company in 1997.

Responsibilities:

The business was centered on providing water treatment products and services to the industrial sector. I sold numerous key accounts (steel mills, pulp & paper, power generation, food processing, etc) throughout the USA. I started this business as a very small water treatment company. Over the next 15 years it was built into a major Western USA company. Our sales target emphasis was on heavy industry and power generation accounts. I gained extensive experience and knowledge about business issues. These issues included legal, commercial, personnel, taxes, finance and other issues that affect a business on a daily basis.

- Managed all water treatment sales/service personnel (22 people) for the company in all areas of water treatment.

Developed products and programs for geothermal plants, chemical programs to deal with their unique problems of corrosion and silica deposits in the low temperature resource. These plants were binary cycle plants in the Salton Sea area of California and also in the Reno, Nevada area. Both locations were using Ormat technology for energy extraction. Worked extensively with the operations of these plants to reduce the corrosion problems and eliminate silica reinjection problems. Worked with geothermal field corrosion issues in the Northern California geyser fields.

- Hired and trained all field service engineers, coordinated internal lab procedures, startup of power plant water treatment programs, wastewater programs. Also developed and implemented going training programs.
- Responsible for maintaining profits and management of the overall company budgets and operations.
- Interfaced with company banking, legal and accounting issues.
- Worked with RCC on evaporation technology for applications to “zero water discharge” power generation plants using thin film evaporators.

1978 –1982 – Field Engineer for Nalco Chemical Company

Responsibilities:

- Managed and provided water treatment services for all power plant and large industrial accounts in specified geographic area
- Trained plant operators, performed field analyses, trouble shooting all boiler, cooling and wastewater issues

1975 – 1978 – Chemical Field Engineer for Dow Chemical USA

Responsibilities:

- Managed field service technicians and operators for pretreatment and off line cleanings in power plants. Performed boiler and condenser cleanings in utility type power stations
- Coordinated all facets of each cleaning operation from design to disposal of chemical wastes. Managed portable laboratory analyses and procedures

1973 – 1975 – Laboratory manager at the wastewater plant (activated sludge) for City of Medford, Oregon. The plant capacity was 80 MGD and my job interfaced with operations.

Responsibilities:

- Performance of all analyses for operation of the tertiary wastewater plant and to meet all state and EPA discharge requirements. Also recorded all results to meet environmental requirements.
- Initially did operations of the plant. Working with all phases of the plant (primary sedimentation, activated sludge, secondary sedimentation, aerobic and anaerobic sludge digestors).

1971 – 1973 – Laboratory manager for Pilbara Mining in Port Hedland, Australia.

Worked with water, wastewater and environmental issues.

Managed the laboratory for analysis of base metals in core samples and processing of ores.

Education:

Bachelor of Science – Chemistry—Southern Oregon State University-Ashland, Or.

Master of Business coursework—St. Mary's College – Moraga, Ca.

Associate Degree – Wastewater treatment —California State University – Sacramento, Ca.

Service Engineer Training Courses—Dow Chemical

Formulation Chemistry Courses—Buckman Labs

Numerous Water Chemistry Seminars—AWT Conferences

International Water Conferences

American Chemical Society

Literary contributions:

International Water Conference in the USA—Application of RO Membranes to High Pressure Utility Operation

Power Generation Conference in Singapore—Problems with Flow Assisted Corrosion (FAC) in HRSG Plants

Other:

Independently consulted and prepared reports for the following companies in Pacific/Asia region from 2006 to present:

Worked with GE International Power Services on water chemistry issues at 1) their 700/MW HRSG plant in Ratchaburi, Thailand, 2) their 700/MW HRSG plant in Taiwan 3) their power operations in Australia and 4) their Korea Electric owned plant in South Korea (two blocks of Frame 9 HRSG's)

I have consulted for Suez International at their 600/MW coal fired power station located in the Philippines. Reviewed (in January 2008) the future water chemistry and water treatment equipment needs for the facility. Local company name was Emerald Power Company based in Manila.

Consulted for Marubeni Power at their Sithe Inchon power and steam facility in South Korea in April 2008. We resolved the problem of recurring boiler tube failures in their power boilers and consequent boiler outages.

I have consulted for Suez International at their startup of the Barka II Power and Desalination power in Oman. The desalination plant is rated at 110,000/ m³/hr when in full production using RO technology. The power plant was rated at 550/ MW with no steam export.

Donald Paquette
Process Systems Consulting
21320 Horton Court
West Linn, Oregon 97068
971-409-2084

PROFILE Commissioning / Project Management / Engineering

Broad background in instrumentation, controls, and ultrapure water systems. Specializing in design, installation, commissioning and operations of mechanical and chemical processes. Involvement has ranged from concept development through implementation. Skilled in analysis and troubleshooting, ability to coordinate several projects at once, detail oriented, excellent communications skills, exceptional computer skills, strong customer relations, committed to excellence.

EXPERIENCE

Process Systems Consulting, West Linn, OR

2009-Present

Process Systems Consultant, Sole Proprietor

Providing construction management, commissioning services, design and operational support for Process and Control systems. Projects include:

Semiconductor R&D FAB Facilities, Micron Corp, Boise, ID – Aug. 2015 – Mar. 2016

- Instrumentation and controls; System Architecture design for Process Chemical Control system on new R&D FAB Facility.

Semiconductor TDC FAB Facilities, Global Foundries Corp, Malta, NY – Nov. 2014 – May 2015

- Instrumentation and controls; commissioning support for HVAC and Process systems on new FAB Facilities.

Semiconductor HPM FAB Facilities, Global Foundries Corp, Malta, NY – Aug. 2014 – Sept. 2014

- Instrumentation and controls; design of Fab Process support systems on new FAB Facilities.

Pharmaceutical Manufacturing Facility, Genzyme Corp, Framingham, MA – Feb. 2014 – Aug. 2014

- Instrumentation and controls / SCADA System; Design of Control system architecture, Mechanical HVAC control P&ID's, Process systems control P&ID's, I/O points lists of manufacturing facility utilities and support systems.

Pharmaceutical Mfg. Facility, Amgen Corp, Thousand Oaks, CA – Sept. 2013 – Dec. 2013

- Instrumentation and controls / SCADA System; Developing test procedures, performing testing and verification for re-. Commissioning of manufacturing facility utilities and support systems Rockwell PLC, Cimplicity SCADA, HVAC, Mechanical, Process Utilities, Process Waste, Fab BCD systems.

Instrumentation & Controls Design services: Intel; CH8, Fabs 12,22,32, Phoenix, AZ (October 2012 - July 2013)

- Rockwell PLC, Cimplicity SCADA, HVAC, Mechanical, Process Utilities, Process Waste, Fab BCD systems.

PLC and SCADA Commissioning services: Intel Fab D1X, Hillsboro, OR (December 2011– September 2012)

- RSLogix 5000 PLC, CompactLogix PLC, ControlNet/Ethernet with GE Fanuc Cimplicity SCADA control system.

Commissioning/Construction services:

8100 GPM, Condensate Polishing system, Map Ta Put, Thailand (June-December 2011)

- RSLogix 5000 PLC with RSview HMI control system, interfacing with Main Control room Honeywell DCS.

Commissioning/Construction services:

(2x)-1800 GPM, Condensate Polishing systems, Cairo, Egypt (October-December 2010)

- Siemens PLC with WinCC SCADA control system, interfacing with Main Control room Honeywell DCS.

Commissioning/Construction services:

(2x)-1800 GPM, Condensate Polishing systems, El-Tebbin, Egypt (April-October 2010)

- Siemens PLC with WinCC SCADA control system, interfacing with Main Control room Honeywell DCS.

Commissioning/Construction services:

60 GPM Copper Slurry Waste water treatment system, Dalian, China (May -June 2009)

- RSLogix 5000 PLC with RSView SCADA control system.

Previous Employment

Intel Corp., Hillsboro, OR

2002-2009

LogicFacilitiesTechnology Development
D1D FMS / I&C / SCADA Systems

Responsible for all SCADA and PLC systems operations for the D1D facility. Responsible for creation and implementation of instrumentation & control standards and specifications for technology transfer of Wafer FAB facilities control systems and networks. Core project I&C team member on construction and start-up of the latest Intel Logic development factory (D1D). Provided programming and start-up support on Programmable Logic Controllers, Human Machine Interfaces, and Scada Systems such as Allen-Bradley (PLC-5, ControlLogix, MicroLogix, SLC500, DeviceNet, ControlNet, RSLinx), GE Fanuc (Cimplicity HMI), and Siemens Appogee / Insight (DCS), for HVAC / Fab pressurization, Ultra-Pure Water, Waste Water, and Chemical Feed systems. Rockwell trained and certified on ControlNet design, installation, and network certifications. Responsible for design, routing and certifications for all ControlNet network new installations and existing network upgrades for D1D I&C systems. Managed Systems Integration contractors work on the D1D I&C systems.

Intel Corp., Hillsboro, OR**1999-2002**UPW System Owner, D1C UPW system.

Technical team leader for all UPW, AWN, bulk chemical /solvent waste collection system operations on the D1C facility. Responsible for installation, start up, and final approval of initial D1C 1200 GPM UPW system. Responsible for upgrade and commissioning of UPW System to 2100 gpm, with new EDI technology into operating UPW system while online to the logic development Fab. Received divisional recognition award for optimization of the new Electro-Deionization units. Core project team member accountable for design, construction, and start-up of a state of the art 900 gpm Total Organic Carbon reduction system. Responsible for installation and integration of the new TOC system into the online UPW system. Developed operational procedures for the UPW system. Fab 24 (Ireland); trained UPW personnel on procedures developed at D1C.

Intel Corp., Hillsboro, OR 1992-1999UPW System Owner, Fab 15 UPW system.

Responsible for all UPW, AWN, CDS, bulk chemical, and solvent waste collection systems operations. Served as the specialist on the UPW system upgrade design team. Performed all system upgrade equipment inspections at vendor site prior to shipment to Intel. Responsible for installation, start up, and final approval of new 2100 GPM UPW system. The system was installed into an operational Fab with no impact to production. Solved a major water quality issue that negatively impacted Fab production at multiple sites. Developed a stop-gap strategy and worked with the Fab tool owners implementing the strategy. Designed and built a Point of Use water treatment system for that tool set that enabled normal operation of the tool. Built and started up multiple treatment systems and trained Intel UPW personnel at each affected site. Served as the Y2K tester for the entire APU group. Responsible for training Intel technicians on UPW system operations.

UP**System****Consultant/Self****Employed****1992**

Provided complete start up engineering services to AquaMedia for Intel D1A UPW system. Completed startup of 500 GPM system and turned over to Intel on schedule. Provided training to Intel technicians on UPW system operations.

Aqua Media/Polymetrics, Beaverton, OR**1990-1992**

Service Engineer Responsible for broad range of projects and services including:

NEC, Roseville, CA. Responsible for system installation and start-up engineering services. Completed start-up of a1000 GPM UPW system, 300 GPM HUPW system and a 900 GPM waste water system inclusive of crystallizers. Handled all instrument calibrations, programmed Allen Bradley PLC-5, modified control hardware, and operated system until turnover.

SGS Thompson, Singapore Provided supervision and engineering support to complete upgrade of 600 GPM UPW system, while on-line, with no impact to the semiconductor Fab. Designed Reverse Osmosis system upgrade while on site. Resolved system ion exchange resin problem.

Fujitsu Microelectronics, Gresham, OR. Fulfilled contract for engineering services. Supervised UPW water system operations, redesigned UPW distribution system, updated UPW system drawings for facilities, produced standard operating procedures.

Shin Etsu Corp. of America, Vancouver, WA. Completed start-up of new 500 GPM UPW system.

Certifications

Rockwell:

Allen Bradley PLC5, ControlLogix, ControlNet, DeviceNet

GE FANUC:

Cimplicity HMI system integration

OPC Communication Protocol

Siemens:

Apogee / Insight SCADA systems

Cad Drafting and Auto-Cad Certified

Refrigeration Service Engineers Society

HVAC Certification

Tom Stratton

20150 Rough and Ready Trail
Mobile: 1-209-559-6021

Sonora, CA 95370
Email: tom.stratton@columbiawatertech.com

WORK EXPERIENCE:

❖ **Columbia Water Technology 2012 to present**

- Servicing Water Treatment Equipment and Chemicals applied to power generating plants and large industrial plants.
- Customer Account Management and Servicing,
- Chemical Testing and Process Analysis of Water Systems.
- Training for new representatives and customer operations teams

❖ **Meras Engineering 2006-2012**

- Project Engineering/Project Management and Commissioning of Water and Wastewater Treatment Systems in Northern California.
- Managing Operations teams for onsite water chemistry projects.
- Project Completion and Management of Customer Expectations for Projects in the Power Generation, and Processing Industries.
- Lead Process Commissioning Engineer for various industrial processing plants

❖ **Triton Water (now US Water Services) 2000 - 2006**

- Customer Account Management, and Primary Operational Contact for the Customers.
- Drafting Technical Proposals
- Management of the Customer's Expectations and Response to the Customer's service needs.
- Providing start up services for various customer equipment needs.

❖ **Chemco Water Technology 1986 - 2006**

- Operation /Management and Maintenance: RO, EDR, EDI, UF, Filtration (MMF/CF/UF), and Pretreatment Water Treatment Facilities for power generation facilities.
- Process/Chemical/Mechanical Problem Solving and Analysis
- PLC Programming/Commissioning Services/Processes
- Commissioning, Operation, System Optimization and Maintenance of Equipment for water treatment facilities in Power Plants (thermal gas plants, geothermal and biomass facilities)
- Participation in and implementation of a Health and Safety programmes and environmental impact assessments.

❖ **Western Water Corp 1981-1986**

- Regional water supply company for softeners, pumps, etc..
- Fabricated and Designed Small Salt Water Reverse Osmosis Units
- Fabricated, Wired, Programmed Control Boxes for softeners, chlorination, etc.
- Constructed small systems for Parts and System Fabrication

1980 – 1985 Sports physiology in LA County

COMPUTER SKILLS:

- Computer Programming: (Java, C++, Fortran)
- Programing for various water treatment startups interfacing with Allen Bradley, etc.

EDUCATION:

- Bachelor of Science Degree – University of California - Northridge
- Certified in Water Technology with AWT (American Water Treatment Assn.)



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To Service**

Columbia Water Technology

Industrial Water Treatment

2903 NE 109th Ave. "G"

Vancouver, WA. 98682

TAB D- Project Understanding

The current understanding of the "project" is to evaluate the system in its entirety as it pertains to water chemistry and operation of water treatment systems at Roseville Energy.

This will include:

- Water chemistry,
- Water treatment equipment purification/conditioning methods and operation
- Troubleshooting
- Operational efficiency
- Personnel training and program monitoring,
- Evaluation of/or implementation of new technologies at the Roseville HRSG facility.

Currently the facility contains the following series of equipment/processes:

Cooling Tower

- Cooling Tower Chemistry

Pretreatment System

- Multi-Media Filtration (MMF)
- Ultra-Filter (UF)
- Sodium Softener (NaZ)
- Weak Acid Cation (WAC) Ion Exchange
- Forced Draft Aerator (FDA)
- High Efficiency Reverse Osmosis (HERO) (2-Stage 2-Pass)
- Mixed Bed (MB) Ion Exchange

Waste Water (ZLD)

- Plate Clarifier
- Mechanical Vapor Recompression (MVR) Crystallizer
- Belt Press

HRSG

- HP Drum Chemistry (up to 1500 psi w/ duct firing)
- LP Chemistry (AVTO also used as Deaerator)
- Steam Quality
- Condensate Quality
- Condenser

The general approach to the evaluation of this project is to methodically and systematically evaluate the processes in the facility in a 3-pronged approach.

First: Systematically work through the processes in the facility in an "A to Z" manner

Second: Implement training for the personnel to maintain and monitor the system

Third: Evaluate the system as a general overview to improve efficiency, or evaluate and/or implement new technologies or process improvements on a reasonable ROI basis.

With regards to the equipment, flow rates, chemical programs, and operational efficiency an “A to Z” approach is used. As these systems are all interconnected (i.e. high corrosion rates in the tower is leading to iron fouling in the HERO or that polymer dosing in the tower effects crystallizer chemistry etc...) it is essential that each system be evaluated independently and in series to troubleshoot issues, rectify faults and improve functionality. This can be done via general troubleshooting knowledge of the system and modelling the expected process outcomes by computer software to anticipate issues and model effective treatments/alterations. By taking this approach the operation will, as a whole, improve, leading finally to the crystallizers (as this seems to be the bottleneck of the system). Once each system is fully functioning as per requirement or design, an overall training of the personnel in operation and/or operational technics of these systems will be implemented so as to maintain steady operation and monitoring of the facility. This can be done in both a classroom setting and also in a one-on-one approach to make each shift fully autonomous in performing its duties and routine maintenance and monitoring.

Some examples of process modelling shown below: (Double click to open icons)



Roseville CT
Analysis.pdf



Roseville CT CR.pdf



Roseville Water
Analysis July 2016.pdf



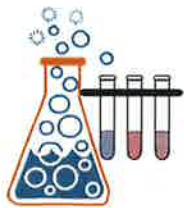
Roseville_2nd
Pass_65 Recov(10x6).pdf



Roseville_80
Recov(7x7)-(4x4)_Rep.pdf

It should be noted that as each crystallizer manufacturer typically produces their own modeling program for design purposes, the software we will use for this is particularly for chemistry and not overall crystallizer/evaporator design.

Also, there is a broad overview approach to this facility which looks at the overall efficiency of the facility to determine where improvements can be made or new technologies implemented in order to recover costs, improve efficiency, or diffuse future issues. Columbia Water Tech will, in this instance, help determine specifications and work with Roseville Energy and the suppliers to aid in the determination and implementation of these systems/technologies as required by Roseville.



**It All Boils Down
To Service**

Columbia Water Technology

**Industrial Water Treatment
2903 NE 109th Ave. "G"
Vancouver, WA. 98682**

TAB E Project Plan

The approach to the "project" as was touched on in the Project Understanding section is to take a 3-prong approach by first methodically and systematically identifying and prioritizing the pending issues on site. Some of these remaining issues which can be rectified in a short time frame (2-3 months) include the following:

- 1) Evaluation of the cooling tower chemistry program. The main purpose here is to model the CT system and alter the corrosion inhibitor program to reduce the corrosion rate in the tower and iron pickup to the RO causing fouling. Once this is evaluated and a suitable program is adjusted, implement this chemistry program.
- 2) Look over the design of softener system to determine if the backwash flow rate is ample to remove the fines from the system. If so, then to study the upper distributor designs to ensure the fines can be removed from the softener.
- 3) Perform a bubble-test study on the UF system to ensure there is no broken strands in the UF that need to be sealed.
- 4) Model the RO A/S currently being used to ensure the operation conditions and chemical dosing are best suited for the RO performance.
- 5) Evaluate the boiler chemistry program to ensure this corresponds to EPRI guidelines for the pressure.
- 6) Review and adjust (if required) the daily log sheets to include comprehensive and appropriate testing of all applicable water samples on site (inclusive of raw incoming water and its variations as experienced during the summer months.
- 7) Adjust any testing techniques/procedures or CIP procedures if required
- 8) Add sample lines from the LP steam to monitor any FAC corrosion in the system.

Once these adjustments can be made, the next step would be to look into the equipment processes which may be considered problematic. These include:

- 1) Re-design and evaluate of the HERO system.
- 2) Possibly switching the sulfuric acid solution for regenerating the WAC to a hydrochloric acid and determine the size and/or tank system adjustments if needed. This is to help reduce the sulfate content being fed to the crystallizer and help reduce foaming.
- 3) Evaluate the feed rates, timing, and chemistry to the crystallizer to help optimize performance in aims of reducing down time, operator burden, and other issues.
- 4) Training for the on-site personnel incorporating existing knowledge from the operators on site to any adjustment or updates which may help them in their daily routine and maintenance.

Time frame for accomplishing these items is hopefully within 1.0-1.5 years depending on developments and approvals of Roseville Energy.

If there are any pending requirements or projects which need to be addressed, the time spent post facility rectification can be allocated to researching new technologies and technological improvements on an ROI basis.

Tab G -- Required Statements or Disclosures

---Columbia Water Technology will provide all team members as designated in our proposal. We do not plan any substitutions at this time. If we need to substitute someone or add someone to our team we will request approval from the City of Roseville before doing any replacement or additions to our team.

---At this time we do not have or anticipate any conflicts of interest in this bid to the City of Roseville.

---We do not see any problems with fulfilling your insurance requirements for this contract. Attached is our current insurance certificate for your review. We believe that it will cover all of our requirements for the contract. If not we will discuss and add additional insurance if needed.



Ins Liability.pdf

--- Nothing contained in this proposal is considered proprietary or unable to be shared with others.

**Attachment A
PROPOSER'S CERTIFICATION**

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

COLUMBIA WATER TECHNOLOGY LLC
NAME OF BUSINESS


SIGNATURE

MIKE Dunham / President
NAME & TITLE, TYPED OR PRINTED

2903 NE 109th Ave. Suite "G" / Vancouver, WA98682
MAILING ADDRESS

360-718-7031
TELEPHONE NUMBER

mike.dunham@columbiawater tech.com
EMAIL

Type of Organization:

☐ Sole Proprietorship ☐ Corporation ☐ State of Incorporation

☐ Partnership ☒ Limited Liability Company

Tab H -- Exceptions

--- There is exception with regards to the insurance aspect for subcontractors. Don Paquette is a part-time employee under a 1099, but our insurance agent has assured us that our insurance cover him while on-site.

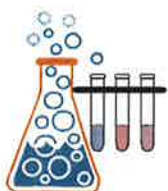
Tab I --- Competency of Proposers

For Columbia Water Technology LLC as of this date there are not any financial or legal actions filed against the company. The company has no pending lawsuits, liens, stop payment notices, judgments, arbitration's, meditations or bankruptcies pending against it.

The company is in good financial condition and maintains a complete water treatment facility and laboratory in Vancouver, Washington.

We have never had a customer ever terminate a contract with our company for breach of any contract that we have had with them.

EXHIBIT “B”



It All Boils Down
To Service

Columbia Water Technology

Industrial Water Treatment
2903 NE 109th Ave. "G"
Vancouver, WA. 98682

TAB F

Roseville Energy
Roseville, CA

Services Inclusive:

- Weekly site visits
- Full laboratory analysis of water, sludge, scales, and coupons
- Modeling of system performance
- On-site water testing
- Training of personnel in one-on-one and/or classroom settings
- Review/adjustments of log sheets
- Evaluation of boiler/cooling tower/pre-treatment chemistry
- Attendance of outages, vessel inspections and shutdowns
- On-site troubleshooting for issues and rectification
- Generate regular written engineering reports
- Assistance in drafting specifications for implementation of new technologies
- Attend and assist in meetings as directed by Roseville Energy

On-Site Charges for Consulting and Data Surveys

Field/Consultant Engineer(s) -----Per Hour \$150.00 (10 hour/day)

Service Visits -----1 day/wk. or 4 day/mo.

OR Flat Rate -----\$5,000.00/mo.

Estimated Air Fare, Lodging and Expenses (if any) ----- billed at cost plus 10%

All invoiced costs are payable Net 30 days.

Mike Dunham: CT & High Pressure Chemistry Specialist

Chris Dunham: Chemical Field Engineer/Project Lead

Tom Stratton: Field Application Specialist

Don Paquette: Pre-treatment & ZLD Specialist



COUNCIL COMMUNICATION

CC #: 8524
File #: 0323-02

Title: Tow Rotation Service Agreements
Contact: Marc Glynn 916-774-5095 mglynn@roseville.ca.us

Meeting Date: 6/7/2017
Item #: 6.25.

RECOMMENDATION TO COUNCIL

Adopt a resolution authorizing the police chief to sign the attached agreements with eight towing companies to be included on the police department's rotation tow list for the two year period following execution of the agreements.

BACKGROUND

The police department maintains a list of local towing companies to call when police employees need a vehicle towed and stored, or they need a vehicle promptly removed from the roadway, and the driver doesn't have a preferred towing company available within an acceptable period of time.

The towing companies on the police department's list are called in turn, so that they receive equal opportunities for business—therefore they're called "rotation tows". The police department maintains no more than ten companies on the rotation tow list. This year, during a publicly advertised open enrollment period, eight companies submitted applications. Staff reviewed their applications, conducted inspections and determined that they all met City requirements. They include ABC Towing, Ace in the Hole Towing, Anderson Tow Service, Classic Tow Service, H&L Towing & Recovery LLC, Jake's Towing & Recovery Inc, LJ's Towing and Neighborhood Enterprise Tow.

FISCAL IMPACT

Vehicle owners are responsible to pay towing companies for the towing and storage of their vehicles. The agreements stipulate that the tow companies will charge vehicle owners involved in police department tows according to the approved rate schedules listed in their agreements. There is no cost to the City.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable to these service agreements.

ENVIRONMENTAL REVIEW

These agreements are not considered “projects” as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently no CEQA action is required.

Respectfully Submitted,

Marc Glynn, Police Lieutenant

Daniel Hahn, Police Chief



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-235

Tow Service Agreement

Tow Service Signature Pages

RESOLUTION NO. 17-235

APPROVING TOW SERVICE AGREEMENTS AND AUTHORIZING THE POLICE CHIEF
TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the Police Department of the City of Roseville utilizes towing companies to tow disabled, abandoned, or other vehicles; and

WHEREAS, staff wishes to enter into Tow Service Agreements for rotation tow services, for a two year period commencing from execution of the Agreements, with the following companies:

- ABC Towing
- Ace In the Hole Towing
- Anderson Tow Service
- Classic Tow Service
- H&L Towing & Recovery LLC
- Jake's Towing & Recovery Inc.
- LJ's Towing
- Neighborhood Enterprise Tow

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the Police Chief is hereby authorized to execute Tow Service Agreements.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



ROSEVILLE POLICE DEPARTMENT

TOW SERVICE AGREEMENT

This Tow Service Agreement (Agreement) contains rules and regulations that a company agrees to comply with in order to receive a rotation tow listing with the Roseville Police Department ("Department"). Participation in the Department Rotation Tow Program ("Program") is voluntary. Compliance with all of the terms and conditions of the Tow Service Agreement is mandatory for tow companies participating in the Department's Program. An Operator ("Operator"), by agreeing to participate in the Program, is not acting as an agent for the Department or the City of Roseville ("City") when performing services under the Agreement.

For clarification purposes, definitions are contained in Attachment A. Attachment B contains instructions for completing required application forms.

This Agreement, and the terms, conditions, and specifications contained herein, supersedes previous Agreements. The term of this Agreement is for two years from the date of execution by the City.

I. Lottery and Rotation List:

- A. The Department shall conduct a bi-annual public lottery of all tow companies that desire to be placed on the rotational call list. The Department will randomly select ten (10) companies for the following two years. The selected companies are then placed on a Rotation Tow List which establishes a rotational system to facilitate the distribution of calls, meet the needs of the Department with regards to response time and available tow services, and to ensure an equitable distribution of calls. The Department shall maintain a separate RV Rotation Tow Lists for towing recreational vehicles (RVs) including Class B and/or C RVs. Nothing in this Agreement shall prohibit a Department supervisor from requesting a specific tow company when, in the supervisor's opinion, the necessary resources to clear a hazard as expeditiously as possible are not available from the tow company currently at the top of the rotation tow list.
 - 1. In such instance, the tow company selected would be the next tow company on the list which has the qualifications (equipment, skills, timeliness, etc.) to provide the required service. After the request, the selected company would then go to the bottom of the rotation tow list and remain there until it rotates back into its original position.

Tow companies on the list that were by-passed would remain in the same order until their selection for a rotation tow for which they are qualified.

2. The Department alternates rotation tow calls after every call. Call rotation order is established by the Department. A call to an Operator shall constitute one turn on the list and the Operator shall be moved to the bottom of the list. This includes when the Operator fails to answer the telephone or the telephone is busy after two (2) attempts, is unable to respond, or is unable to perform the required service. In this event, the next rotation tow, in order, will be called. An Operator who refuses to respond or provide service, or is canceled due to excessively delayed response time, will be moved to the bottom of the list.
 - a. If it is determined that the Operator is not needed and is canceled by the Department, up to and including arrival at the scene, there shall be no monetary charges and the Operator will be placed back at the top of the list. There shall be no monetary charges for standby time which does not result in a tow.
 - b. If the Operator is canceled by the vehicle's owner or agent prior to the Operator taking possession (as defined in Attachment A) of the vehicle, there shall be no charges for towing. The Operator shall immediately contact the Department and advise of the cancellation. The Operator will then be placed back at the top of the list.
 - c. If service, other than towing and recovery, has begun and is canceled by the vehicle's owner or agent, the Operator may charge a minimum of one-half of the regular hourly service charge, for the time expended on the call. For purposes of cancellation, work begins when physical work on the vehicle has begun, not the response. No lien shall arise for the service unless the Operator has presented a written statement to the vehicle's owner or agent for the signed authorization of services to be performed.
 1. The Operator shall not attempt to take possession of the vehicle in order to establish a lien for any non-towing services performed, or begun and subsequently canceled, when not entitled to such lien by law. Refer to Civil Code Section 3068.1 for when a lien begins.
- B. The Department shall determine the maximum response time, enrollment period, reasonable rates, and other applicable requirements.
1. The enrollment period must be at least bi-annually commencing on the date the Agreement is executed by the City, and will be open for at least thirty (30) days. Department. The Agreement will be effective for the following two years.
 2. The Agreement will be based on the initial Approved Rates in Section XX of this Agreement. Though the Agreement term is two (2) years, the Department is willing to re-negotiate out-year pricing (increases and/or decreases) based on market fluctuations thirty (30) days prior to the end of the first year of this two (2) year Agreement. Any proposed rate changes will be evaluated based on what the Department deems to be fair and reasonable. Any requests made by an Operator for a price increase must be fully documented utilizing an appropriate Consumer or

Producer Price Index or other reputable relevant market data to justify a rate change. In its request for price increases Operator shall cite sources, specific conditions, and document how those market conditions affect the rate. Such rate adjustments will not be automatic. Any rate adjustment must be mutually agreed upon by both the Department and the Operator. The Department will review the proposed rate adjustment and determine if it is allowable, fair, reasonable, and in the best interest of the Department.

- C. Nothing shall prohibit a Class B, Class C, or Class D Operator from maintaining a place on a lighter class rotation tow list provided the tow truck meets the equipment specifications for that class of operation.
- D. Operators applying for a rotation tow listing shall have a minimum of three (3) years verifiable for-hire-towing experience, as an owner or principal or other position of comparable managerial experience, prior to the final filing date of the enrollment period in order to qualify for a Department rotation tow listing.
 - 1. Operators who have less than the required three-years experience who are currently on the Department rotation tow list are exempt from this provision.
 - 2. Ownership status will be investigated and determined by the Department.

II. Tow Truck Classifications:

- A. An Operator shall equip and maintain tow trucks covered under this Agreement (Attachments B and C) in accordance with the provisions set forth in the California Vehicle Code (CVC), Title 13 of the California Code of Regulations, and the specifications contained in this Agreement, and consistent with industry standards and practices. All Operator's must maintain tow trucks capable of towing a Class B and C recreational vehicle (RV), trailer, etc.
 - 1. Notwithstanding Section 615 of the CVC, all tow trucks shall have recovery capabilities, wheel lift capabilities, and a boom meeting the specifications contained in this Agreement. For the purpose of this Agreement, "a trailer for hire that is being used to transport a vehicle" shall not qualify as a primary tow truck for a rotation tow listing.
 - 2. An Operator who has a car carrier may be exempted from the recovery, wheel lift, and boom capability requirements. However, the car carrier must be an additional unit.
- B. A violation of the Gross Vehicle Weight Rating (GVWR) and safe loading requirements of a tow truck may be cause for immediate suspension. This includes exceeding the tow truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining fifty (50) percent of the tow truck's unladen front axle weight on the front axle when in tow.
- C. There will be four classes of tow trucks covered under this Agreement, as follows:

1. **Class A - Light Duty**

- a. An Operator shall maintain a minimum of two (2) tow trucks which have a manufacturer's Gross Vehicle Weight Rating (GVWR) of at least 14,000 pounds. One truck may be a car carrier.

(1) A "trailer for hire" shall not be approved for listing as a Class A tow truck.

2. **Class B - Medium Duty**

- a. An Operator shall maintain a minimum of one (1) tow truck with a GVWR of at least 19,501 pounds. The truck shall be equipped with air brakes and a tractor protection valve or device, and be capable of providing and maintaining continuous air to the towed vehicle.

(1) Class B tow trucks that are not equipped with portable tow dollies 24 hours a day, 7 days a week, will not be allowed to operate on a Class A rotation tow list.

3. **Class C - Heavy Duty**

- a. An Operator shall maintain at least one (1) three-axle tow truck with a GVWR of at least 33,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.

4. **Class D - Super Heavy Duty**

- a. An Operator shall maintain at least one (1) three-axle tow truck with a GVWR of at least 50,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.

- C. To properly and safely tow and service the wide variety of vehicles being operated on the highway, a towing procedure may require the use of auxiliary equipment specifically designed for the purpose. This auxiliary equipment should be used when appropriate.
- D. The Operator understands and agrees that they may be called upon to tow recreational vehicles (RVs). Operator agrees that they will maintain storage space and provide tow trucks capable of towing Class B and/or C recreational vehicles (RVs) upon Department's request.

III. Tow Truck Drivers:

- A. All rotation tow truck drivers will attend or challenge and successfully pass a certified tow truck driver training course. Acceptable courses to fulfill this requirement will be reviewed and approved by the Department.

- B. The Operator shall ensure that tow truck drivers responding to calls initiated by the Department have completed a certified tow truck driver training course and are qualified and competent employees of the Operator's company. The Operator shall ensure that the tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles serviced through Department rotation.
- C. Tow truck drivers shall be at least eighteen (18) years old and possess the following minimum class driver's license:
 - 1. Class A Tow Truck - A valid Class C license, or a valid Class A license with valid medical certificate.
 - 2. Class B Tow Truck - A valid Class C license for nonregulated vehicles, or a valid Class A license with a valid medical certificate for regulated vehicles pursuant to Section 34500 (k) of the CVC.
 - 3. Class C Tow Truck - A valid Class A license with a valid medical certificate.
 - 4. Class D Tow Truck - A valid Class A license with a valid medical certificate.
- C. The Class A (1) licenses must be endorsed to allow operation of special vehicle configurations and/or special cargoes.
- D. The Operator shall maintain a current list of drivers.
 - 1. Operators shall provide a current list of drivers to the Department upon implementation of this Agreement. The Operator shall notify the Department upon any change in driver status, including the addition of any new drivers, or the deletion of any drivers. An updated list shall be provided to the Department within seven (7) calendar days of any change in driver status.
 - 2. All drivers are required to complete and sign the Tow Operator/Driver Information Sheet (CHP 234F). If drivers refuse to complete and sign the form, they shall not be permitted to respond to rotation calls.
 - 3. Operators shall submit, with each annual application, a copy of the certified tow truck driver's training certificate for each driver.
 - 4. Operators, shall as a minimum, maintain the following information for each employee:
 - a. Full name.
 - b. Date of birth.
 - c. California driver's license number.
 - d. Copy of a valid medical certificate (if required).
 - e. Job title/description.
 - f. Current home address.
 - g. Current home telephone number.

- h. Types of trucks the driver is trained and instructed to operate.
 - i. A copy of the tow truck driver training course certificate.
- E. All tow truck drivers and owner/Operators shall be enrolled in the DMV Pull Notice Program.
 - 1. Upon the addition of new drivers, an Operator will be granted a maximum of thirty (30) days to enroll drivers in the Pull Notice Program.
 - 2. Pull Notices shall be kept on file, signed and dated by the Operator.
 - 3. The Department may require an Operator to provide copies of Pull Notice Reports.

IV. Rates:

- A. Fees charged for response to calls originating from the Department shall be reasonable and not in excess of those rates charged for similar services provided in response to requests initiated by any other public agency or private person. The reasonableness of the fees charged will be determined in the following manner:
 - 1. The Operator shall submit the retail hourly rate to the Department. The Department shall determine the validity and reasonableness of the submitted rates.
 - a. Validity will be based upon telephone quotes, posted rates, charges to retail customers, etc. Any submitted rate in excess of an Operator's retail rate (as defined in Attachment A) will be considered invalid and will not be accepted. An Operator who submits an invalid rate shall not be allowed to resubmit a new rate and will be disqualified from Department rotation tow listing until the next enrollment period.
 - b. Reasonableness shall be determined as compared to other rates. An Operator who submits a rate that is determined to be excessive shall be allowed to resubmit rates only once.
 - 2. In an effort to remain competitive in the open market, the Operator may lower retail rates at anytime by notifying the Department. When an Operator lowers the retail rate, that retail rate becomes the new approved Department rate. Operators may only raise rates for Department calls during enrollment periods. Operators may raise rates for non-Department calls at any time. Rates for Department calls shall remain at the lowest retail rate until the next enrollment period.
 - 3. Any Operator which charges rates above the Operator's retail hourly rates or submitted rates for a Department call shall be in violation of the Agreement and subject to disciplinary action.
- B. The rate for towing shall be computed from portal to portal (as defined in Attachment A). Time expended shall be charged at a rate not to exceed the hourly rate. Time

expended in excess of the minimums shall also be at the hourly rate in no more than one (1) minute increments. There shall be no additional charges for mileage, labor, etc.

1. The Operator may charge up to a thirty (30) minute minimum per call for base services (as defined in Attachment A).
 2. The Operator may charge up to a one (1) hour minimum per call on public safety response calls (as defined in Attachment A).
 3. The Operator shall base towing charges upon the class of vehicle being towed regardless of the class of truck used, except when vehicle recovery operations require a larger class truck.
- C. Rates for service calls (out of gas, lockouts, tire changes, etc.) shall be from portal to end of service, and may be at the hourly rate with up to a thirty (30) minute minimum. Charges in excess of thirty (30) minutes may be charged in no more than one (1) minute increments.
- D. The approved schedule of rates charged by the Operator shall be available in the tow truck, and shall be presented upon demand to the person(s) for whom the tow services were provided, their agent, or any Department officer.
- E. Fees for Special Operations
1. For special operations involving Class B, C, or D tow trucks, the Operator shall submit the proposed fees for vehicle recovery operations and load salvage operations (as defined in Attachment A) to the Department. Fees shall be reasonable and consistent with industry standards for similar operations. Charges in excess of thirty minutes may be charged in no more than one (1) minute increments.
 - a. Hourly rates shall be established for the following categories:
 - (1) Auxiliary Equipment, e.g., airbags, converter gear/dolly, additional trailers, etc.
 - (2) Contracted Equipment, e.g., airbags, converter gear/dolly, additional trailers, forklifts, front loaders, etc.
 - (3) Contract labor.
 - b. The Department shall determine the reasonableness of the fees for these types of operations, based upon the average of the proposed fees submitted and a comparison to industry standards for similar operations.
 - c. Operators shall submit a mark up rate (percentage of the cost to the Operator) for retail equipment and specialized labor not otherwise listed on the application.

- d. If an Operator performs a service for which a required rate was not submitted to, and approved by, the Department, the Operator shall only be entitled to charge for the actual cost of that service. Example: contract labor rate not submitted, the Operator may only charge for the actual rate paid for the labor.
- F. The Operator, or his/her employee, shall accept a valid bank credit card or cash, at the customer's discretion, for payment of towing and/or storage costs.
 - 1. Rates for services shall be charged on the basis of a credit card transaction. The tow Operator may charge a discounted rate for a cash transaction.

G. Storage Fees

- 1. The Operator shall submit proposed storage fees for inside and outside storage to the Department. The Department shall determine the validity and reasonableness of the fees for inside and outside storage, based upon the average of the proposed fees submitted by those applying for rotation.
- 2. The Operator shall display in plain view at all cashiers' stations, a sign as described in Section 3070 of the Civil Code, disclosing all storage fees and charges in force, including the maximum storage rate.
- 3. A request for outside or inside storage by the customer or Department officer shall be honored. If no request is made, the vehicle should be stored in the least costly manner to the customer's benefit, unless documentable circumstances dictate otherwise.
- 4. Upon request, Operators shall provide after-hour vehicle releases. After-hours release fees may only be charged for vehicles released after normal business hours.
 - a. For the purpose of this Agreement, "normal business hours" shall not be less than 8 a.m. to 5 p.m., Monday through Friday, except for the following state recognized holidays:

New Year's Day, Martin Luther King Day, Lincoln Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.
 - b. Business hours shall be posted in plain view to the public.
 - c. The after-hours release contact telephone number(s) shall be posted in plain view to the public.
 - d. Employees and agents shall be properly trained to conduct business transactions related to towing, storage and release of vehicles/property.

- e. The total fees charged for release after normal business hours shall be no more than one-half the hourly rate, and shall only be allowed outside posted business hours, after 5:00 p.m. on business days, weekends and holidays.
 - 5. Vehicles stored twenty-four (24) hours or less shall be charged no more than one (1) day storage. Each day thereafter shall be calculated by calendar day. (Civil Code §3068.1(a))
 - 6. Lien sales are the sole responsibility of the Operator and all such sales shall be conducted in accordance with the applicable provisions of California state law.
- H. Rate requirements represent the maximums an Operator may charge on a Department call. An Operator is not precluded from charging less when deemed appropriate by the Operator. These requirements shall not be construed as requiring a charge when an Operator would not normally charge for such service.
- 1. No Operator, agent, or employee shall refer to any rate as the minimum required or set by the Department.
- I. IMPOUND NOTIFICATION.
- 1. In the event that ANY vehicle impounded by this Department is expected to remain in storage thirty (30) days after impound, the Operator shall notify the Department's Operations Commander on the thirtieth (30th) day.
- J. VEHICLE RELEASE.
- 1. No vehicle impounded by the Department shall be released to any party without a signed written authorization to release (CHP Form 180) from the Department.

V. Collusion:

- A. The Operator and/or applicant shall not conspire, or attempt to conspire, or commit any act of collusion, with any other Operator or applicant for the purpose of secretly, or otherwise, establishing an unfair understanding regarding rates or conditions to the Agreement that would bring about any unfair condition which could be prejudicial to the Department, the motoring public, or other Operator(s).
- 1. An example of "collusion" includes, but is not limited to: conspiracy by any Operator(s) to establish artificially high or low rate(s) for services performed pursuant to the Agreement.
- B. A finding by the Department that any Operator, applicant, or agent has been involved in collusion shall be cause for denial of an application or shall nullify the Agreement. Any Operator or applicant found to be involved in any act, or attempted act of collusion, shall be disqualified from participation on the Department rotation tow list for the current term, plus three (3) years.

VI. Response to Calls:

- A. The Operator shall respond to Department calls 24 hours a day, seven days a week, within the maximum response time as established by the Department, and as specified in this Agreement. The Operator shall respond with a tow truck of the class required to tow the vehicle specified by the Department.
 - 1. The maximum response time for Class A tow trucks is established as twenty (20) minutes, 24-hours a day. The maximum response time for Class B, C and D tow trucks is thirty (30) minutes, 24-hours a day, however Department and Operator agree that in non-emergency situations where there is no immediate threat to health or safety, the maximum response time for towing recreational vehicles, including Class B and/or C recreational vehicles shall be within one week and only during normal business hours Monday through Friday.
- B. The Operator shall advise the Department's Communications Center, at the time of notification, if they are either unable to respond or unable to meet the maximum response time. If, after accepting the call, the Operator is unable to respond or will be delayed in responding, the Operator shall immediately notify the Department's Communications Center. The Operator shall not assign initial calls to other tow Operators.
 - 1. A failure to respond and/or repeated failure to meet the maximum response time requirements shall constitute failure to comply with the terms and conditions of this Agreement.
 - a. The Department may take immediate disciplinary action for any flagrant violation of the requirement to respond within the maximum response time. Disciplinary action may include written reprimands, suspension from the rotation, and/or removal from the rotation.
 - b. When an Operator will be temporarily unavailable to provide services due to a preplanned/scheduled activity, e.g., vacation, maintenance, medical leave, etc., the Operator shall notify the Department Communications Center at least 24 hours prior to the date that services will be unavailable, noting the times and dates of the unavailability.
- C. The Operator, or Operator's employees responding to a Department call, shall perform the towing or service required for which they were called. This requirement may be waived by the Department Incident Commander, if the requested equipment is inadequate for the service to be performed.
 - 1. Any refusal to respond or to perform the required towing or service will subject the Operator to suspension, if deemed appropriate by the Department.
- D. An Operator shall not respond to a Department call assigned to another Operator unless requested to do so by the Department.

1. There may be times when the Operator assigned the initial Department call, may require the assistance of an additional Operator at the scene. The Operator assigned the initial call may, with the concurrence of the Department Incident Commander, request a specific Operator for assistance. The request shall be routed to the additional Operator through the Department.
 2. There may be times when an Operator, who was not called to a scene, comes upon a collision scene where a vehicle or vehicles are blocking a roadway and a Department officer requests assistance in clearing the roadway. In such a case, the Operator may be requested to move the vehicle to a safe location, as directed by the officer, and leave it. There shall be no charge for this assistance, and the assistance provided shall not change the Operator's place in the rotation.
- E. Only the tow truck personnel and equipment requested shall respond to a Department call. Additional tow truck personnel and equipment shall be at the approval of the Incident Commander. This shall not preclude the Operator from responding to an incident to ascertain if additional assistance or equipment is required. There shall be no additional charge for any personnel or equipment that is not necessary to perform the required service and approved by the Incident Commander.
1. An Operator may dispatch more than one tow truck to a multi-vehicle collision scene in response to a rotation tow call.
- F. If two or more Operators are called to the same incident, distribution of the vehicles shall be at the discretion of the Department Incident Commander.
1. The Department Incident Commander may direct an Operator to move vehicles to help clear a roadway or for lifesaving operations. Operators shall provide the requested assistance.

VII. Business and Storage Facility:

- A. An Operator shall have a business office and storage facility located within the city limits of the City of Roseville. Prior to the execution of this Agreement, the Operator shall furnish the Department the address(es) of all facilities.
1. Operators shall maintain a City business license and comply with all City ordinances and zoning requirements.
 2. Operators shall not share or jointly use with any other towing company doing business within the City any of the following: (i) towing equipment; (ii) personnel; (iii) insurance; or (iv) business license.
 3. No employee of the City shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the City if this provision is violated.

- B. The Operator shall be responsible for the security of vehicles and property at the place of storage. As a minimum, a fenced or enclosed area shall be provided. The Operator is responsible for the reasonable care, custody, and control of any property contained in towed or stored vehicles.
- C. The Operator shall obtain approval from the Department prior to the removal of any property from a stored or impounded vehicle and shall provide a receipt, with a copy placed in the stored vehicle. This requirement to obtain approval from the Department prior to the removal of property may be waived by the Department if it is determined that proper safeguards and procedures are utilized by the Operator.
 - 1. This requirement may not be waived in cases where a vehicle has been impounded for evidence or investigation.
 - 2. Upon approval from the Department, the Operator shall release personal property from a stored or impounded vehicle at the request of the vehicle owner or agent.
 - a. There shall be no charge for the release of personal property during normal business hours. Operators may charge an after hours release fee for property released after normal business hours, consistent with the after hours vehicle release provisions.
 - b. Personal property is considered to be items which are not affixed to the vehicle.
 - (1) Personal property includes: papers, transportable cellular telephones, portable radios and/or portable stereo equipment, clothes, luggage, tools, etc.
 - (2) Personal property from a stored vehicle shall be released upon request of the vehicle owner or agent.
 - 3. Cargo shall be released upon demand of the carrier or pursuant to a court order.
- D. The primary storage facility shall normally be at the same location as the business address. If not at the same location, there shall be no charge for any additional distance traveled to and from a secondary location. The vehicle and/or personal property shall be released at the primary storage facility or place of business (when the primary storage facility and place of business are not at the same location) upon request of the owner or a person having a legal entitlement to the vehicle and/or property.
 - 1. The following three requirements constitute a business office for purposes of this Agreement:
 - a. The business office shall be equipped with a telephone with a separate telephone number/line for the towing business.

- b. At least one individual is available to answer the telephone during normal business hours.
 - c. If the business office is not staffed during normal business hours, then an Operator shall respond to the tow yard to release property or a vehicle within 30 minutes of receiving a call from a vehicle owner.
 - d. Vehicle owners shall be able to pay service charges at that location and make arrangements for reclaiming the towed vehicle (i.e., upon leaving the office, the owner can go directly to the tow yard without delay to reclaim their vehicle).
2. Prior to the utilization of new storage facilities that were not listed and approved on the application for rotation tow listing, the Operator shall furnish the address and obtain the Department's approval.
- a. Secondary storage facilities shall be located reasonably close to the main business office and within the city limits.
- E. Tow Operators shall maintain a sufficient number of outside or inside storage spaces to meet the needs of the Department and the public. This includes specifically enough storage for large vehicles such as a recreational vehicle (RV), trailer, etc.
- F. An Operator's place of business shall have a sign that clearly identifies it to the public as a towing service. The sign shall have letters that are clearly visible to the public from the street. The sign shall be visible at night.
- G. Personnel/employees shall be properly trained to conduct business transactions related to towing, storage and release of vehicles/property.
- H. The release of vehicles shall be conducted in accordance with procedures established by the Department. Operators shall comply with the instructions on form CHP 180, issued at the time of the tow.

VIII. Insurance

- A. The Operator shall maintain the following minimum levels of insurance from an insurance carrier admitted in California or admitted in the state in which the Operator's business is located and is authorized to do business in California:
- 1. Minimum Level of Financial Responsibility (as required by Section 34631.5 of the CVC) - Bodily injury and property damage with a combined single limit of not less than \$750,000 for Class A tow trucks. The combined limits for Classes B, C and D shall be not less than \$1,000,000. These minimum standards are to include non-owned and hired auto coverage.
 - 2. Uninsured Motorist - Legal minimum, combined single limit.

3. On-Hook Coverage - Insuring the vehicle in tow with limits based on the size of the tow truck:
 - a. Class A tow truck - \$ 50,000
 - b. Class B tow truck - \$ 75,000
 - c. Class C tow truck - \$ 100,000
 - d. Class D tow truck - \$ 100,000
 4. Garage Liability - Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$500,000.
 5. Garage Keepers Liability - Shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of the Operator in the storage yard.
 6. Workman's Compensation Insurance - Legal minimum requirement.
- B. Proof of insurance shall be in the form of a certificate of insurance acceptable to the city. Policy expiration or cancellation will immediately nullify the Tow Service Agreement. The Operator's insurance policy shall provide for not less than thirty (30) days written notice to the Department in the event the insurance policy is canceled or is due to expire. Additionally, the Operator shall notify the Department in advance of the expiration or cancellation of the Operator's insurance policy.
1. The Operator may be reinstated only after proof of insurance has been presented to the Department and any subsequent disciplinary action for failure to notify the Department of insurance expiration/cancellation has been served.
- C. Those tow truck Operators removing a vehicle from a hazardous materials incident to the nearest reasonable and safe stopping location will be considered to be transporting property subject to normal minimum insurance requirements of Section 34631.5 of the CVC.
- D. Upon request of a customer, an Operator shall provide, in writing, the name, address, phone number and policy number of their insurance provider.
- E. The ultimate responsibility for any damage to the vehicle or property, or the loss of the vehicle or any property contained in the vehicle, while the vehicle and/or property are in the Operator's care and custody, rests with the Operator. The Operator shall reimburse the vehicle or property owner for any loss or damage which has been identified in a Department inventory and is not covered by the Operator's insurance, if required by court order.

IX. Inspections:

- A. The Department shall provide for not less than one (1) annual inspection of all tow trucks and business and storage facilities, at no charge to the Operator. The Department may conduct additional inspections without notice during normal business hours.

1. A tow truck, upon initial inspection or during an enrollment period, will be allowed one follow-up inspection. A tow truck which fails to pass the follow-up inspection will not be approved for use on the Department Rotation Tow List during the term of this Agreement.
 2. The Department may waive the inspection of a tow truck which has been inspected by the CHP and has a current tow truck inspection certificate. To request a waiver, the Operator must submit a copy of the completed CHP inspection form to the Roseville Police Department.
- B. The Operator shall not dispatch a tow truck to a Department call that has not been inspected (by the Department or the CHP) and approved for use by the Department.

X. Business Records:

- A. The Operator shall maintain records of all tow services furnished. The records will be maintained at the Operator's place of business.
1. Invoices shall at a minimum include a description of each vehicle, nature of service, start time, end time, location of call, and itemized costs of towing and storage.
 2. Records for each call shall indicate the tow truck driver's name and truck used.
- B. The Operator shall also maintain business records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities, lien sale actions, Federal Communications Commission licensing, and non-Department tows.
- C. The Department may inspect all Operator records without notice during normal business hours.
- D. Operators shall permit the Department to make copies of business records at their place of business, or to remove business records for the purpose of reproduction.
1. The Department shall provide a receipt for any (original) records removed from the place of business.
- E. Records shall be maintained and available for inspection for a period of two (2) years plus the current term of this Agreement.
- F. Failure of the Operator to comply with the inspection requirements shall be cause for suspension, if deemed appropriate by the Department.

XI. Financial Interest:

- A. No Operator or applicant shall be directly involved in the towing related business of any other Operator or applicant within the City of Roseville. "Directly involved" shall mean anything in common between Operators or applicants with regards to any of the following: 1) business licenses; 2) insurance; 3) tow truck or equipment ownership; and 4) employees.
- B. Storage facilities owned by an Operator, and shared with another Operator, shall only be approved if the owner/Operator charges for the space exclusively on a flat monthly rate rather than a vehicle-by-vehicle basis, or combination thereof.
 - 1. Facilities shared by Operators shall be physically separated and secured from each other.
- C. The sale or transfer of the controlling interest in a company shall immediately terminate an Agreement. The new owner may apply for a rotation tow listing at any time during the remainder of the current Agreement term, regardless of the Department's enrollment period.
 - 1. Employees may work for more than one Operator, however, the specific hours of employment with each Operator shall be indicated in the list of employees.
 - a. These employees shall be approved in advance by the Department.
- D. A terminated or suspended Operator and/or the tow business owner at the time of the suspension or termination (as defined in Attachment A) shall not be eligible for a rotation listing for the duration of the suspension or termination.
 - 1. This provision applies to the Operator working in any capacity within any tow business, or operating any tow business, and to the tow business, even if operated under new ownership.
- E. Any violation of this element is cause for suspension, if deemed appropriate by the Department.

XII. Meetings:

- A. The Department shall conduct a meeting to discuss issues concerning the tow rotation. All meetings shall be mandatory for the Operator or Operator's designee wishing to remain on rotation. The Department shall give the Operator fifteen (15) days written notice (as defined in Attachment A) of these meetings.

XIII. Demeanor and Conduct:

- A. While involved in Department rotation tow operations or related business, the tow Operator and/or employees shall refrain from any acts of misconduct including, but not be limited to, any of the following:

1. Rude or discourteous behavior.
 2. Lack of service, selective service, or refusal to provide service which the Operator is/should be capable of performing.
 3. Any act of sexual harassment or sexual impropriety.
 4. Unsafe driving practices.
 5. Exhibiting any objective symptoms of alcohol and/or drug use.
 6. Appearing at the scene of a Department rotation tow call with the odor of an alcoholic beverage emitting from the driver's or employee's breath.
 - a. The Operator/tow truck driver shall submit to a preliminary alcohol screening test upon demand of the Department.
- B. All Department related tow service complaints received by the Department against a tow Operator or tow Operator's employees will be accepted and investigated in a fair and impartial manner. As a result of the investigation, the Department may initiate disciplinary action as deemed appropriate. In any event, the Operator will be notified of the results of any investigation.
- C. Should the filing of criminal charges be a possibility, the Department will conduct the investigation to conclusion or assist the lead investigating agency and, if warranted, request prosecution.
- D. Any violation of this element is cause for suspension, if deemed appropriate by the Department.

XIV. Compliance with Law:

- A. The tow Operator and employees shall, at all times, comply with federal, state and local laws and ordinances, which include, but are not limited to, those laws which are applicable to the Operator.
1. In the event of a minor traffic violation by the tow truck driver which is known by the Department, the Operator shall be advised of the violation by the Department. The Operator will be granted the opportunity to take necessary steps to ensure that the driver complies with the law. Any subsequent traffic violations may be cause for disciplinary action against the Operator and/or the involved employees.
 - a. Any flagrant traffic violation may be cause for immediate disciplinary action against the Operator and/or the involved employees.
 2. The provisions contained in this element do not preclude the Department from taking appropriate enforcement or administrative action for any violations of law.

- B. Any conviction of the Operator involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, crimes of violence, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug while involved in a Department rotation tow call, or moral turpitude shall be cause for denial of application or termination of the Agreement.
- C. Any conviction of an Operator's employee involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, crimes of violence, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving under the influence of alcohol and/or a drug while involved in a Department rotation tow call, or moral turpitude shall be cause for the removal of the employee from the list of current Department rotation tow truck drivers.
- D. An Operator, or employee, arrested/charged for a violation involving any of the above crimes may be suspended until the case is adjudicated.

XV. Compliance with Agreement:

- A. The Operator agrees, that as a condition of inclusion on the rotation tow list, to comply with the terms and conditions of this Tow Service Agreement. Furthermore, the Operator agrees that failure by the Operator or the Operator's agent to comply with these terms or conditions shall be cause for written reprimand (as defined in Attachment A), suspension, or termination from the Department's rotation tow list. Alleged violations of the Tow Service Agreement will be investigated by the Department. The Operator will be notified of the Department's findings within thirty (30) calendar days of the conclusion of the investigation.

XVI. Disciplinary Action:

- A. The Department shall take disciplinary action against Operators for violations investigated and confirmed or sustained.
 - 1. The Department shall retain discretion regarding the length of any suspension imposed pursuant to the terms and conditions of this Agreement.
- B. Records of violations shall be retained by the Department for at least thirty-six (36) months.
- C. A violation of the equipment requirements related to safety shall be cause for immediate suspension. The period of the suspension shall be determined by the Department. The suspension shall remain in effect until the period of suspension is completed and the Department has conducted an inspection and found that the Operator is in compliance.
- D. A violation of the gross vehicle weight rating ("GVWR") and safe loading requirements of a tow truck may cause for immediate suspension. This includes exceeding the tow

truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining fifty percent (50%) of the tow truck's unladen front axle weight on the front axle when in tow.

- E. A violation of overcharging or a pattern of overcharging shall be cause for suspension. The period of the suspension shall be determined by the Department. The suspension will remain in effect until the period of suspension is completed and the Operator has presented proof to the Department that reimbursement has been made to the aggrieved customer.
- F. Failure of the Operator to satisfy a court order mandating reimbursement to the vehicle or property owner for the damage or loss which occurred while the vehicle was in the Operator's custody will result in a suspension. The period of suspension shall be determined by the Department. The suspension will remain in effect until the period of suspension is completed and the Operator has presented proof of the reimbursement.
- G. Failure of the Operator to comply with the inspection requirements of this Agreement will result in a suspension. The period of the suspension shall be determined by the Department. The suspension shall remain in effect until the period of suspension is completed and the Operator has complied with the inspection requirement.
- H. Operators will not send tow truck drivers on Department calls unless the drivers have completed a certified tow truck driver training course. Failure of the Operator to comply with this requirement will result in a suspension. The period of suspension will be determined by the Department.
- I. Failure of the Operator to maintain the minimum insurance requirements set forth in the Agreement will immediately nullify the Agreement and is deemed to be a major violation of the Agreement.
 - 1. The Operator shall be subject to additional suspension for failure to notify the Department in advance of the insurance policy expiration or cancellation.
- J. Failure of the Operator or employee to comply with Element XIII, Demeanor and Conduct, and/or Element XIV, Compliance with Law, may be cause for suspension if deemed appropriate by the Department.
 - 1. Minor traffic violations may be considered minor violations of the Agreement.
 - 2. A tow truck driver, not under the immediate observations of the Operator, while on-duty and driving a tow truck, who is arrested and subsequently convicted for misdemeanor driving under the influence of alcohol and/or drugs, will be subject to suspension from participating as a tow truck driver under the provisions of this Agreement. The length of suspension will be at the Department's discretion.
- K. If the Operator is serving a suspension for one year or more, the Operator shall be required to comply with all terms and conditions of the current Agreement at the time of the reinstatement. There will be no approval of equipment that is not in compliance with

the equipment specifications contained in the Agreement at the time of reinstatement. Elements of this Agreement which are commonly referred to as "grandfather clauses" shall no longer apply to the Operator who is suspended for one year or more.

- L. **Major Violations.** Violations of the terms and conditions of the Agreement that are subject to suspension for the first violation are categorized as major violations. Any subsequent or continuing major violations may be cause for termination.
1. When considering punitive action for a major violation of the TSA, the Department may take into consideration all major and minor violations that occurred within thirty-six (36) months prior to the date of the current violation.
 2. Termination shall be invoked if, in the Department's judgment, continued participation in the Rotation Tow Program by the affected tow Operator may result in a hazard to public safety and/or welfare, or the Operator has been convicted of a crime listed in Element XIV-B.
 2. In lieu of termination, the Department may impose additional suspensions for longer periods, if deemed appropriate.
- M. **Minor Violations.** Except as specifically stated in the Agreement, minor violations of the terms and conditions of the Agreement may be cause for disciplinary action in the following manner:
1. 1st violation within a 12 month period - letter of written reprimand.
 2. 2nd violation within a 12 month period - up to 30 day suspension.
 3. 3rd violation within a 12 month period - 60 to 90 day suspension.
 4. 4th violation within a 12 month period - termination of the Agreement.
 - a. In lieu of termination, the Department may impose additional suspensions for longer periods, if deemed appropriate by the Department.
- N. Nothing herein shall be deemed to prohibit the Department from immediately suspending any Operator or employee whose conduct, in the opinion of the Department, is deemed to be a danger to the motoring public or who has engaged in conduct constituting a flagrant violation of this Agreement.

XVII. HEARING/APPEAL:

- A. In the event the Department serves the Operator with a written reprimand, suspension, or termination, the Operator may request a hearing within seven (7) calendar days by submitting a request in writing to the Department's Administrative Services Commander. If a hearing is requested, it shall be held as soon as practicable. The purpose of the hearing shall be to review all facts of the case and to determine if the

facts support the allegations and/or the prescribed level of disciplinary action. The hearing shall be conducted by the Administrative Services Commander or designee and the Operator shall be entitled to present all relevant facts and circumstances in support of the Operator's position. The Operator shall be further entitled to present testimony of at least one representative (as defined in Attachment A) of a tow truck association or other qualified person. The Operator shall be notified in writing of the decision of the Administrative Services Commander, within ten (10) business days of the date of the hearing.

- B. Following a hearing, if the Operator is dissatisfied with the Administrative Services Commander's decision, the Operator may request an appeal (as defined in Attachment A) by submitting a request in writing to the Chief of Police within seven (7) calendar days. If an appeal is requested, it shall be held as soon as practicable. The appeal shall be conducted by the Chief of Police or designee. The Operator shall have the same rights as those provided at the hearing level. The Operator shall be notified in writing of the decision of the Chief of Police within ten (10) business days of the date of appeal. The Chief's decision shall be final and not subject to further administrative appeal.
- C. A suspension or termination shall not take effect until the hearing and appeal process has been exhausted, with the exception of Operators whose conduct is deemed to be a danger to the motoring public or whose conduct grossly violates the terms and conditions of this Agreement. If an Operator fails to request a hearing or appeal within the specified time or fails to appear at a scheduled hearing or appeal, the action taken by the Administrative Services Commander shall be final and the suspension or termination shall take effect upon written notification to the Operator by the Department.

XVIII. Advertising:

- A. The Operator shall not display any sign or engage any advertisement indicating an official or unofficial connection with the Department or the Department of Motor Vehicles.
 - 1. Examples include, "Official Police Tow," "Approved by Roseville Police Department," "Roseville P.D. Rotation Tow," etc.
 - 2. This will not preclude the Department from implementing a system to mark and identify particular tow trucks as having passed the CHP/Department inspection.
- B. Any violation of this element is cause for suspension. At a minimum, the suspension should be for the duration of the advertisement.

XIX. Cancellation:

- A. This Agreement may be cancelled by either party by giving written notice to the other party.

XX. Approval Specifications:

A. Geographical Area - The city limits of the City of Roseville.

B. Approved Rates:

	Class A	Class B	Class C	Class D
Approved Rate, Hourly	_____	_____	_____	_____
Approved Rate, Outside Storage	_____	_____	_____	_____
Approved Rate, Inside Storage	_____	_____	_____	_____
Approved Rate, Service Call	_____	_____	_____	_____
Approved Rate, Contract Labor	_____	_____	_____	_____
Approved Rate, Applicable Equipment				

Equipment Description

1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

C. Personal Property Removal Reporting Procedure Exempted Under Element VII?
YES / NO

D. Additional waiver of requirements: (Department may attach any applicable waiver of requirements).

E. The term of this Agreement shall be for two (2) years, commencing on the date it is executed by the City.

F. DEPARTMENT Approval:

ROSEVILLE POLICE DEPARTMENT

Signature - Chief of Police or Designee

Typed Name and Title

Date

G. OPERATOR APPROVAL:

I certify that I have read and understand this Tow Service Agreement and agree to abide by all of the provisions. I further agree to indemnify, defend and save and hold harmless the City of Roseville, its officers, agents, volunteers and employees from any and all claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property resulting from the Operator or its agent's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct Operator. The parties intend that this provision shall be broadly construed. The Operator's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The Operator, and the agents and employees of the Operator, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the City of Roseville.

Signature - OPERATOR

Typed Name and Title

Company Name

Date

ATTACHMENT A

DEFINITIONS

AGREEMENT:

For purposes of this document, Agreement and Tow Service Agreement are synonymous.

APPEAL:

The final level of review for written reprimands, suspensions, or terminations. An informal review conducted by the Chief of Police or his/her designee at which an Operator may present evidence or witnesses to show that an action taken by the Department was improper, or to mitigate the action taken.

AWR:

Axle Weight Rating

BASE SERVICES:

Any service or tow which is performed when the vehicle Operator or agent is present and the vehicle is not stored at the direction of an officer.

CHP:

The Department of the California Highway Patrol.

CITY:

The City of Roseville, California.

COLLUSION:

An agreement between two or more persons to defraud a person(s) or to obtain an object forbidden by law; conspiracy. It implies existence of fraud of some kind; the employment of fraudulent means or lawful means for the accomplishment of an unlawful purpose.

CVC:

California Vehicle Code

DEPARTMENT:

The City of Roseville Police Department.

ENROLLMENT PERIOD:

(Rev. 05/11/17 JS)

The period of time when a tow company may submit an application for inclusion on the Department's Rotation Tow List. The enrollment period will be open at least 30 days a year and is determined by the Department.

GVWR:

Gross Vehicle Weight Rating.

HEARING:

The first level of review for written reprimands, suspensions, or terminations. An informal process in which an Operator may present evidence or witnesses, which would show that an action taken by the Department was improper, or to mitigate the action taken. The review will be conducted by the Department's Administrative Services Commander, or his/her designee.

INCIDENT COMMANDER:

A representative from the Law Enforcement Agency who has scene management responsibilities.

LOAD SALVAGE OPERATIONS:

Any operation involving the recovery of a load which has been spilled, or the off-loading and reloading of a load from an overturned vehicle performed in order to upright the vehicle. This will usually be limited to operations involving Class B, C, and D tow trucks.

MAY:

"May" is permissive.

MORAL TURPITUDE:

"[G]ross violation of standards of moral conduct, vileness. An act involving moral turpitude is considered intentionally evil, making the act a crime. The existence of moral turpitude can bring a more severe criminal charge or penalty for a criminal defendant," <http://dictionary.law.com> (last visited February 26, 2015).

NORMAL BUSINESS HOURS:

For purposes of this document, "Normal Business Hours" shall be not less than 8 a.m. to 5 p.m., Monday through Friday, except for state recognized holidays.

NOTICE:

All notices relating to this Agreement shall be in writing and delivered to the other party in person, via FAX, or by U.S. mail.

OPERATOR:

A tow service which has been issued a Letter of Authorization, has signed the Tow Service Agreement, and is approved to receive Department referred calls. The term "Operator" refers to the company, its owner(s), and its manager(s), who have authority to enter into an Agreement with the Department for towing services and/or to conduct business in accordance with the terms of this Agreement, as well as its agents and employees.

PARTY OF INTEREST:

Refers to the registered owner of the vehicle, or the owner's agent. An agent is a party who may lawfully act on behalf of the registered or legal owner of the vehicle.

PORTAL TO PORTAL:

Service shall start at the time of departure from the place of business or point of dispatch, whichever is closer to the location of the call, and shall end at the estimated time of return to the place of business or the completion of the call, if another call is pending, whichever is shorter. Return to place of business includes a reasonable and verifiable amount of time required to place the tow truck back into service when unusual circumstances require additional time that is not part of the normal operating procedures.

(Examples: 1) 4 X 4 recovery in the mud: Reasonable to charge for cleaning mud from the truck and equipment; 2) burned car on a car carrier: Reasonable to charge for cleaning burn debris from carrier bed; 3) car towed from side of road on misty night and leaves mud track on bed of carrier: not reasonable to charge for cleaning of carrier bed.) For the purpose of this agreement, "Portal to Portal" shall also mean "Portal to End of Service."

POSSESSION:

Pursuant to Section 3068.1 of the Civil Code, possession is deemed to arise when the vehicle is removed and is in transit, or when vehicle recovery operations or load salvage operations have begun.

PUBLIC SAFETY RESPONSE:

A response which results in a storage of a vehicle at the direction of a Department officer. This does not include a storage at the request of the vehicle Operator, registered owner, or agent thereof.

RESPONSE TIME:

The period of time from an Operator's notification by the Department's Communications Center of a call to the arrival of the tow truck at the location requested.

RETAIL RATE:

The usual customary retail rate charged by an Operator to individual retail customers is the competitive hourly rate a company has posted in the office and quotes over the phone.

ROTATION TOW BUSINESS:

A rotation tow business shall be sufficiently staffed to allow customers to talk face-to-face with a tow company's owner or agent to conduct the customer's business transactions during the Department approved business hours. The business shall be conveniently located within the City and available to the motoring public.

SERVICE CALL RATE:

The maximum rate which may be charged to the registered owner/agent of a vehicle which requires service to put the vehicle back into operation, (i.e., out of gas, change a flat tire, etc.) and the vehicle's owner/agent is able to pay the Operator for the services upon completion of the call. This rate shall be consistent with rates charged for similar services.

SHALL:

"Shall" is mandatory.

SUSPENSION:

Removal of an Operator from the Department's rotation tow list for a specified period of time. Suspensions may be for periods longer than the current term of the Agreement.

TERMINATION:

Permanent removal of a tow Operator from the Department's rotation tow list for the remainder of the term of the Tow Service Agreement and disqualification from any further participation in the Department's Rotation Tow Program.

TOW TRUCK:

A tow truck is defined in Section 615 of the CVC. Also includes slide-back carriers and wheel lift vehicles.

TOW SERVICE AGREEMENT (TSA):

A document which sets forth the terms and conditions of an Agreement between the Operator and the Department. For purposes of this document, the Agreement also means the "TSA".

VEHICLE RECOVERY OPERATION:

An operation involving the process of uprighting an overturned vehicle or returning a vehicle to a normal position on the roadway which requires the use of auxiliary equipment due to the size or location of the vehicle. This will usually be limited to operations requiring a Class B, C or D tow truck.

WAIVER OF REQUIREMENTS:

Provides for temporary relief from selected terms and conditions of the Tow Service Agreement.

WRITTEN REPRIMAND:

A written notice to an Operator which specifies any violation of the Tow Service Agreement, orders corrective action, and warns of further action to be taken if corrective action is not taken.

ATTACHMENT B**APPLICANT'S INSTRUCTIONS FOR COMPLETING THE RPD FORM 73.****I. GENERAL INFORMATION:**

- A. The following instructions are being provided to assist you in the accurate completion of the necessary forms. ***Please be sure to sign and date the application form as indicated.***
1. You should thoroughly read and understand the Tow Service Agreement prior to submitting your application.
 2. Please be sure to sign and date the application form (RPD 73) as indicated.
 3. After completing the application form, submit the following with the completed application:
 - a. Completed Element XX (Pages 21 and 22) ***(return one copy of page 21 and both signed copies of page 23)***
 - b. A copy of your current, valid City of Roseville business license.
 - c. Signed and dated vehicle inspection forms for each vehicle to be used for rotation tows. (If inspected by the CHP within the past nine (9) months, a copy of the CHP inspection report should be submitted.) A second inspection will also need to be completed during the second year of the contract.
 - d. A current, dated rate schedule.
 - e. A list of drivers with information specified in Element III.
 - f. A current copy of your DMV Motor Carrier Permit.
 4. Submit the application to the Roseville Police Department at the address below. All TSA applications submitted through the mail shall be sent by certified mail, with return receipt requested. The return receipt shall be presented to the Department as proof that the application was mailed to the Department. All applications and attachments must be received by April 30, 2017. Return the application and required attachments to:

Roseville Police Department
Attn: Traffic Division Lieutenant
1051 Junction Boulevard
Roseville, California 95678-7191

Applications received after April 30, 2017 will be rejected. No exceptions.

5. **Submit all required certificates of insurance (as specified in Element VIII), in a separate envelope, addressed to:**

City of Roseville
Risk Management Division
311 Vernon Street
Roseville, CA 95678

6. If your company receives preliminary approval, an inspection of your facilities and equipment will be scheduled, if necessary. (If you also tow for the CHP, we will accept a copy of the CHP's inspection of your truck(s) if conducted within the past nine (9) months.) A second inspection will also need to be completed during the second year of the contract.
7. Upon final approval, one copy the completed Element XX (page 22) will be signed and returned to you.

II. SPECIFIC INSTRUCTIONS FOR FORMS PREPARATION:

- A. Application for Rotation Tow Listing (RPD 73). Complete and sign. All information on the RPD 73 must be complete. ***Incomplete applications will not be accepted and shall be grounds for immediate disqualification in the TSA process.*** Any misrepresentation on the application may be grounds for criminal and/or disciplinary action. Disciplinary action may include disqualification, written reprimands, suspension from the rotation, and/or removal from the rotation.
 1. **Business Name and Mailing Address** - as it appears on your business license.
 2. **Daytime Telephone Number** - Telephone number for the dispatch of tow services.
 3. **Nighttime Telephone Number** - Telephone number for nighttime/holiday dispatch of tow services. If the daytime number is 24 hours a day, leave night phone blank.
 4. **Business address**, if different than mailing address.
 5. List any automobile club affiliations (i.e., AAA, National, etc.).
 6. Do you provide towing services 24 hours-a-day? (Yes or No)
 7. How many years have you been in the towing business?
 8. Have you or anyone with financial interest ever been convicted of a crime involving stolen or embezzled vehicles, fraud related to the towing business, stolen or embezzled property, crimes of violence, drug related offenses, DUI offenses as specified, or moral turpitude? (Yes or No)
 9. Check the class(es) and note the number of each class of truck that you operate.
 10. Are any of your Class A tow trucks a car carrier? (Yes or No)

11. List your primary storage address and whether it is owned, leased, or rented.
- 12/13. List any secondary storage addresses and whether they are owned, leased or rented.
14. Are all the storage yards fenced? (Yes or No)
15. How many outside storage spaces are available?
16. Is inside storage available? (Yes or No)
17. How many inside storage spaces are available?
18. List all legal owner(s). If the owner is a firm, company, association or corporation, list all persons having financial interest.
19. Do you or any legal owner of your tow company have any financial interest in any other tow company within the City of Roseville? (Yes or No)
20. Do you have any family members who own or have financial interest in any other tow company within the City of Roseville? (Yes or No) (Family members are any person or persons related by blood or marriage.)
21. Do you share any facilities with any other tow company? (Yes or No)
22. A "yes" answer to 19, 20, or 21 shall be explained in the remarks section by listing the name of the tow company.
23. Accurately list the maximum hourly rate to be charged on Department calls for each tow truck class for which you are applying.
24. List the outside storage rate for each tow truck class for which you are applying.
25. List the inside storage rate for each tow truck class for which you are applying.
26. List the service call rate for each tow truck class for which you are applying.
27. List the contract labor rate for each tow truck class for which you are applying.
28. List the rate(s) for auxiliary equipment for each class for which you are applying.
29. Are you capable of towing Class A recreational vehicles (RVs)? (Yes or No)
30. Are you capable of towing Class B recreational vehicles (RVs)? (Yes or No)
31. Are you capable of towing Class C recreational vehicles (RVs)? (Yes or No)

32. Do you have storage space spaces for a recreational vehicle (RV)? (Yes or No)
33. List any comments or additional information, such as an explanation of any "Yes" response to questions 19, 20 and/or 21.
34. Read the statement and sign and date the application. Include the name and title of the person signing the application.

F. DEPARTMENT Approval:

ROSEVILLE POLICE DEPARTMENT

Signature - Chief of Police or Designee

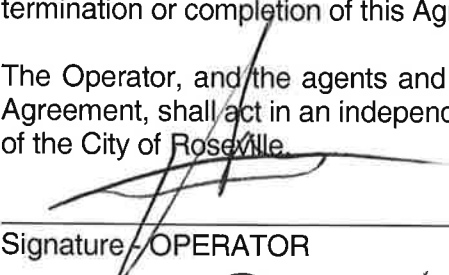
Typed Name and Title

Date

G. OPERATOR APPROVAL:

I certify that I have read and understand this Tow Service Agreement and agree to abide by all of the provisions. I further agree to indemnify, defend and save and hold harmless the City of Roseville, its officers, agents, volunteers and employees from any and all claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property resulting from the Operator or its agent's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct Operator. The parties intend that this provision shall be broadly construed. The Operator's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The Operator, and the agents and employees of the Operator, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the City of Roseville.



Signature - OPERATOR

Henry Reis (owner)

Typed Name and Title

Neighborhood Enterprise

Company Name

5/24/17

Date

ROSEVILLE POLICE DEPARTMENT

Signature - Chief of Police or Designee

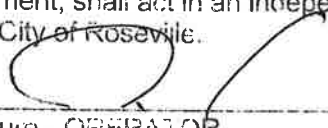
Typed Name and Title

Date

G. OPERATOR APPROVAL:

I certify that I have read and understand this Tow Service Agreement and agree to abide by all of the provisions. I further agree to indemnify, defend and save and hold harmless the City of Roseville, its officers, agents, volunteers and employees from any and all claims, suits or actions of every name, kind and description brought forth, or on account of, injuries ~~to or death of any person (including but not limited to workers and the public), or damage to~~ property resulting from the Operator or its agent's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct Operator. The parties intend that this provision shall be broadly construed. The Operator's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The Operator, and the agents and employees of the Operator, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the City of Roseville.



Signature - OPERATOR

JAMES HEWITT CEO

Typed Name and Title

LTS Towing

Company Name

5-24-17

Date

ATTACHMENT A

F. DEPARTMENT Approval:

ROSEVILLE POLICE DEPARTMENT

Signature - Chief of Police or Designee

Typed Name and Title

Date

G. OPERATOR APPROVAL:

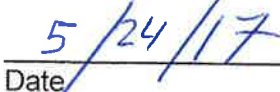
I certify that I have read and understand this Tow Service Agreement and agree to abide by all of the provisions. I further agree to indemnify, defend and save and hold harmless the City of Roseville, its officers, agents, volunteers and employees from any and all claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property resulting from the Operator or its agent's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct Operator. The parties intend that this provision shall be broadly construed. The Operator's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The Operator, and the agents and employees of the Operator, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the City of Roseville.



Signature - OPERATOR

Typed Name and Title

Company Name

Date**Anderson Tow Service**

204 Kenroy Lane
Roseville, CA 95678
(916) 783-1992

F. DEPARTMENT Approval:

ROSEVILLE POLICE DEPARTMENT

Signature - Chief of Police or Designee

Typed Name and Title

Date

G. OPERATOR APPROVAL:

I certify that I have read and understand this Tow Service Agreement and agree to abide by all of the provisions. I further agree to indemnify, defend and save and hold harmless the City of Roseville, its officers, agents, volunteers and employees from any and all claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property resulting from the Operator or its agent's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct Operator. The parties intend that this provision shall be broadly construed. The Operator's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The Operator, and the agents and employees of the Operator, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the City of Roseville.

Roy Moore
Signature - OPERATOR

Roy Moore owner
Typed Name and Title

ABC Towing
Company Name

5-24-17
Date

F. DEPARTMENT Approval:

ROSEVILLE POLICE DEPARTMENT

Signature - Chief of Police or Designee

Typed Name and Title

Date

G. OPERATOR APPROVAL:

I certify that I have read and understand this Tow Service Agreement and agree to abide by all of the provisions. I further agree to indemnify, defend and save and hold harmless the City of Roseville, its officers, agents, volunteers and employees from any and all claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property resulting from the Operator or its agent's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct Operator. The parties intend that this provision shall be broadly construed. The Operator's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The Operator, and the agents and employees of the Operator, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the City of Roseville.

Signature - OPERATOR

Dain Lyon CEO
Typed Name and Title

HLL Towing & Recover LLC
Company Name

24 May 2017
Date

ROSEVILLE POLICE — TOW SERVICE AGREEMENT

E. The term of this Agreement shall be for two (2) years, commencing on the date it is executed by the City.

F. DEPARTMENT Approval:

ROSEVILLE POLICE DEPARTMENT

Signature - Chief of Police or Designee

Typed Name and Title

Date

G. OPERATOR APPROVAL:

I certify that I have read and understand this Tow Service Agreement and agree to abide by all of the provisions. I further agree to indemnify, defend and save and hold harmless the City of Roseville, its officers, agents, volunteers and employees from any and all claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property resulting from the Operator or its agent's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct Operator. The parties intend that this provision shall be broadly construed. The Operator's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The Operator, and the agents and employees of the Operator, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the City of Roseville.



Signature - OPERATOR

Shawn Nelson - President

ROSEVILLE POLICE — TOW SERVICE AGREEMENT

Typed Name and Title

Ace in The Hole Towing

Company Name

5-24-2017

Date

ATTACHMENT A**DEFINITIONS****AGREEMENT:**

For purposes of this document, Agreement and Tow Service Agreement are synonymous.

APPEAL:

The final level of review for written reprimands, suspensions, or terminations. An informal review conducted by the Chief of Police or his/her designee at which an Operator may present evidence or witnesses to show that an action taken by the Department was improper, or to mitigate the action taken.

AWR:

Axle Weight Rating

BASE SERVICES:

Any service or tow which is performed when the vehicle Operator or agent is present and the vehicle is not stored at the direction of an officer.

CHP:

The Department of the California Highway Patrol.

CITY:

The City of Roseville, California.

COLLUSION:

An agreement between two or more persons to defraud a person(s) or to obtain an object forbidden by law; conspiracy. It implies existence of fraud of some kind; the employment of fraudulent means or lawful means for the accomplishment of an unlawful purpose.

CVC:

(Rev. 05/11/17 JS)

ROSEVILLE POLICE DEPARTMENT

Signature - Chief of Police or Designee

Typed Name and Title

Date

G. OPERATOR APPROVAL:

I certify that I have read and understand this Tow Service Agreement and agree to abide by all of the provisions. I further agree to indemnify, defend and save and hold harmless the City of Roseville, its officers, agents, volunteers and employees from any and all claims, ~~suits or actions of every name, kind and description brought forth, or on account of, injuries~~ to or death of any person (including but not limited to workers and the public), or damage to property resulting from the Operator or its agent's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct Operator. The parties intend that this provision shall be broadly construed. The Operator's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The Operator, and the agents and employees of the Operator, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the City of Roseville.



Signature - OPERATOR

RICHARD W KELLER

Typed Name and Title

CLASSIC TOW SERVICE

Company Name

5-24-17

Date

ATTACHMENT A

ROSEVILLE POLICE DEPARTMENT

Signature - Chief of Police or Designee

Typed Name and Title

Date

G. OPERATOR APPROVAL:

I certify that I have read and understand this Tow Service Agreement and agree to abide by all of the provisions. I further agree to indemnify, defend and save and hold harmless the City of Roseville, its officers, agents, volunteers and employees from any and all claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property resulting from the Operator or its agent's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct Operator. The parties intend that this provision shall be broadly construed. The Operator's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.


The Operator, and the agents and employees of the Operator, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the City of Roseville.



Signature - OPERATOR



Typed Name and Title



Company Name



Date

ATTACHMENT A



COUNCIL COMMUNICATION

CC #: 8510
File #: 0109-02

Title: Street Closure Request - July 4th Celebration
Contact: Jamie Hazen 916-774-5978 jhazen@roseville.ca.us

Meeting Date: 6/7/2017
Item #: 6.26.

RECOMMENDATION TO COUNCIL

Request Council adopt a resolution authorizing the City Manager or his designee to approve street closures for the July 4th parade and sign the corresponding agreement for the Roseville Crime Stoppers Fun Run. Street closures along the listed streets for Tuesday, July 4, will occur between 6:30 a.m.-12:00 p.m.:

- Vernon Street, from Sixth Street to Folsom Road
- S. Grant Street, from Vernon Street to Oak Street
- Taylor Street, from Atlantic street to Vernon Street
- Lincoln Street, from Atlantic Street to S. Lincoln Street
- Oak Street, from Lincoln Street to Washington Boulevard
- Oak Street Parking Lot at the end facing Lincoln Street
- Park Drive, from Lincoln Street to Douglas Boulevard
- Claiborne Avenue from S. Lincoln Street to Park Drive
- Saugstad Park parking lot
- Royer Park parking lot

BACKGROUND

Crime Stoppers Fun Run

The Roseville Crime Stoppers organization will again be organizing and hosting the annual "Run Crime Out of Roseville" 5k/10k Fun Run/Walk. Both races will begin and end at Royer Park. The 5k Run will use the same route as the parade, with the 10k Run route expanding onto Linda Drive and entering the Miners Ravine trail at Folsom Road. Because street closures are required for the parade, Roseville Crime Stoppers will not be charged street closure fees. Public Works staff will provide intermittent traffic closures on Folsom Road as the runners will need to cross to access the trail. The 10k Run will begin at 7:20 a.m. with the 5k Run beginning at 7:45 a.m. The traffic volume is expected to be low at that time of the morning on the 4th of July holiday. Any participants on the trail after 8:45 a.m. will be required to obey traffic laws and use designated crosswalks in order to return to Royer Park. Residents of effected streets will be notified of event street closures.

4th of July Parade Route

The parade will use the same route as in previous years and begin at 9:00 a.m. Parade participants will line up on Vernon Street between 6th Street and the starting point, Riverside/Vernon/Douglas intersection.

The route will proceed east along Vernon Street past the Civic Center; turn right on Lincoln Street and then right onto Park Drive, finishing near Royer Park. Parade participants will exit the Royer Park area from the Douglas Boulevard/Park Drive intersection, crossing over to the parking lot at Saugstad Park to disassemble.

In addition to notifying residents and businesses directly impacted, the street closures will also be noted in the "Downtown Roseville Area Street Closures" e-newsletter.

4th of July Celebration at Royer Park

Immediately following the parade, the City of Roseville will continue to host the annual 4th of July Celebration at Royer Park from 10:00 a.m.–1:00 p.m. This family event will include food vendors and activities for children. The Capitol Pops Concert Band will perform a free concert of patriotic music, through the financial support of Performing Arts of Roseville as part of their annual Music in the Park concert series.

Fireworks

The "Fireworks Spectacular" show will light up the night sky above Roseville with a free fireworks show at the Placer County Fairgrounds, produced in conjunction with Pyro Spectacular Fireworks, Inc. The gates will open at 5:00 p.m. and admission is free. The fairgrounds will charge a nominal parking fee for those who wish to park in their lot. Residents are encouraged to bring a picnic basket and blanket to stake-out their favorite spot on the lawn to enjoy the fireworks show.

FISCAL IMPACT

The budget for this event is \$18,580.00 and is included in the proposed Parks, Recreation & Libraries Department FY2017/18 budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

To safely accommodate the 4th of July Parade and Crime Stoppers Fun Run events, temporary street closures are required. The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Because the request for temporary street closures does not include the potential for a significant environmental effect, it is not subject to CEQA. The celebration in Royer Park and the Fireworks show at the Placer County Fairgrounds have a past history of being held at these locations which were designed for concerts, fairs and festivals and, per the City's CEQA Implementing Procedures, are consistent with the type of activities that

qualify for a CEQA Class 23 Exemption. As such, a CEQA Class 23 exemption has been prepared for these activities and no further CEQA action is required.

Respectfully Submitted,

Jamie Hazen, Community Relations Analyst

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-220

Street Closure Agreement

RESOLUTION NO. 17-220

APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND
ROSEVILLE COMMUNITY CRIME STOPPERS FOUNDATION, INC. AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF
ROSEVILLE

WHEREAS, an Agreement for Special Event and Temporary Street Closure regarding
the Run Crime Out of Roseville event, between the City of Roseville and Roseville Community
Crime Stoppers Foundation, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**AGREEMENT FOR SPECIAL EVENT AND
TEMPORARY STREET CLOSURE**

Event: Run Crime Out of Roseville

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Roseville Community Crime Stoppers Foundation, Inc., a California nonprofit corporation ("PROMOTER"), and

W I T N E S S E T H:

WHEREAS, PROMOTER has requested the closure of certain public streets for the Run Crime Out of Roseville ("Event") to be held on Tuesday, July 4, 2017; and

WHEREAS, CITY approves said request subject to the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

1. PROMOTER shall comply with all applicable provisions of the Roseville Municipal Code.
2. The following streets may be closed to traffic between 6:30 a.m.; and 12:00 p.m. on Tuesday, July 4, 2017:
 - a. Vernon Street, from Sixth Street to Folsom Road; and
 - b. S. Grant Street, from Vernon Street to Oak Street; and
 - c. Taylor Street, from Atlantic Street to Vernon Street; and
 - d. Lincoln Street, from Atlantic Street to S. Lincoln Street; and
 - e. Oak Street, from Lincoln Street to Washington Boulevard; and

- f. Park Drive, from Lincoln Street to Douglas Boulevard; and
 - g. Claiborne Avenue, from S. Lincoln Street to Park Drive.
- 3. The following public parking lots and/or garages may be closed to traffic between 6:30 a.m.; and 12:00 p.m. on Tuesday, July 4, 2017:
 - a. Oak Street Parking Lot at the end facing Lincoln Street; and
 - b. Saugstad Park parking lot; and
 - c. Royer Park parking lot.
- 4. Adequate barriers and warning signs, as requested by the Public Works Director/City Engineer, shall be placed by City personnel at all street entrances and alleys leading into the closed area. No markings of any kind will be permitted on the street, street lights, or electrical poles.
- 5. All debris, booths, exhibits, or other materials resulting from the Event shall be completely removed and all streets and alleyways shall be reopened to traffic by 12:00 p.m. on the date of the Event.
- 6. PROMOTER shall notify in writing all businesses, located on the streets to be closed, of the Event and planned street closure not later than five (5) days in advance of the Event.
- 7. To the fullest extent allowed by law, PROMOTER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from, arising out of or in connection with the Event or the attendant street and/or garage

CITY OF ROSEVILLE, a
municipal corporation

ROSEVILLE COMMUNITY CRIME
STOPPERS FOUNDATION, INC., a
California nonprofit corporation


BY: _____
ROB JENSEN
City Manager

BY:  _____
its: PRESIDENT

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY:  _____
its: SECRETARY

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
DION LOUTHAN
Parks, Recreation & Libraries Director



COUNCIL COMMUNICATION

CC #: 8502

File #: 0705

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

Meeting Date: 6/7/2017

Item #: 6.27.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution authorizing the City Manager to execute the second amendment to the agreement between the City of Roseville and Roseville Joint Union High School District (RJUHS) regarding bus transportation services. The total cost of the services is approximately \$30,000.00 annually.

BACKGROUND

On June 4, 2014, the City Council approved an agreement with the RJUHS for bussing services that allows for Parks, Recreation & Libraries programs to include off-site field trips, adding value to the camp experiences. Programs that charter these bus services include Adventure Camps, Mahany Day Camps, Teen Scene Camps and the Summer SPARKS programs. In June of 2015, this agreement and all of its terms were extended on a month to month basis, until terminated by either party. The agreement allows for amendments by mutual written agreement of both parties. The first amendment updated pricing on June 15, 2016. This is the second amendment to update pricing proposed by the RJUHS outlined in Exhibit A.

FISCAL IMPACT

The total cost of bussing services is approximately \$30,000.00 per year. Funds used for bus services are allocated within the FY2017/18 Parks, Recreation & Libraries Department Budget. Expenses are offset by program revenues.

ECONOMIC DEVELOPMENT / JOBS CREATED

Chartering the Roseville Joint Union High School District's fleet of buses during non-school day and summer time periods enables the school district to generate revenues and offers additional employment opportunities to school district bus drivers.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The Bus Transport Service project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Rob Nakamura, Recreation Superintendent

Dion Louthan, Director, Parks, Recreation & Libraries



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-212

Bus Services Agreement

RESOLUTION NO. 17-212

APPROVING A SECOND AMENDMENT TO AGREEMENT BY AND BETWEEN THE
CITY OF ROSEVILLE AND ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a second amendment to agreement regarding district bus transport services, by and between the City of Roseville and Roseville Joint Union High School District, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**SECOND AMENDMENT TO
AGREEMENT BETWEEN CITY OF ROSEVILLE AND ROSEVILLE JOINT UNION
HIGH SCHOOL DISTRICT REGARDING DISTRICT BUS TRANSPORT SERVICES**

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation, (hereafter referred to as "Transportation Services Purchaser" or "TSP"), and Roseville Joint Union High School District, a California public high school district (hereafter "RJUHS"); and

W I T N E S S E T H:

WHEREAS, TSP and RJUHS previously entered into an Agreement dated June 4, 2014, amended on June 15, 2016 ("Agreement") regarding school bus transportation services; and

WHEREAS, RJUHS desires to amend the Agreement to update the rates for service.

NOW, THEREFORE, the parties agree as follows:

1. Exhibit "A" attached to the Agreement is hereby replaced with an amended Exhibit "A" ("Payment Schedule"), which is attached hereto to this Second Amendment and incorporated herein by this reference.
2. All other provisions of the Agreement shall remain unchanged and in full force and effect.

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

CITY OF ROSEVILLE, a
municipal corporation

ROSEVILLE JOINT UNION HIGH
SCHOOL DISTRICT, a California High
School District

BY: _____
ROB JENSEN
City Manager

BY:  _____
JOE LANDON
Assistant Superintendent.
Business Services

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
DION LOUTHAN
Parks, Recreation & Libraries Director

Exhibit "A"

Payment Schedule. The TSP shall compensate RJUHSD for bus services according to the following schedule:

- a. \$39.05 per hour regular time, \$52.36 per hour for overtime at time and a half, and \$65.66 per hour for double time on Sundays. (Rates for overtime, time and a half, and Sunday double time are not eligible for the district-paid PERS contribution.)
- b. \$3.50 per mile each bus travels. All trip miles are computed starting and ending at the RJUHSD Transportation Department yard.
- c. Field trips or segments of field trips which cancel or change with less than 72 hours' notice, cancelled on trip day, or cancelled on site will be charged two hours of driver's pay.
- d. Administrative/Process – 10% will be added to all invoices to cover internal costs for administrating and processing the program.

These rates may be increased periodically by RJUHSD, via written notice to the TSP, at least 30 days prior to the effective date of such new rate(s).



COUNCIL COMMUNICATION

CC #: 8519

File #: 0709-03-01

Title: Campus Oaks Apartments Phase 1 - Affordable Renting Housing Agreement

Contact: Trisha Isom 916-746-1239 tisom@roseville.ca.us
Chris Robles 916-774-5421 crobles@roseville.ca.us

Meeting Date: 6/7/2017

Item #: 6.28.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the Affordable Rental Housing Agreement for the Campus Oaks Apartments Phase 1 and adopt the attached resolution authorizing the City Manager's execution of the agreement.

BACKGROUND

On September 27, 2016, the City approved a Major Project Permit for the Campus Oaks Apartments 1 Project, located at 4101 HP Way, within the North Roseville Specific Plan. The conditions of approval for the project require the developer, Campus Oaks Apartments 1, LP, to enter into an affordable rental agreement with the City to implement their affordable housing obligations. Execution and recordation of this Agreement is required prior to the issuance of project building permits.

The General Plan Housing Element requires a 10% housing affordability obligation and recommends that developers provide a distribution of the required affordable housing as follows: a minimum of 40% for the production of rental units affordable to very-low income renters (households earning up to 50% of the area median income [AMI]), another 40% for the production of rental units affordable to low income households (households earning 51% to 80% of the AMI) with the remaining 20% of affordable units to be reserved for middle income purchase (households earning 81% to 100% of the AMI) or to be distributed among the rental obligations.

The developer has requested a variation to the distribution, as allowed in the General Plan. Staff recommended and the City Council previously approved 80% of the affordable obligation to be made available for rental to very-low income households.

Based on the approved project proposal outlined above, the conditions of approval for this subdivision require that 42 of the 186 rental dwelling units on the property be affordable to very-low income families to rent. The very-low income affordable rent shall not exceed the price at which a household earning 50% of the area median income can afford, as adjusted for household size and updated annually by the Federal Department of Housing and Urban Development (HUD). Currently, the initial rent for a very-low income one bedroom rental unit is \$584 and it is \$706 for a

very-low income two-bedroom rental unit. The recommended Affordable Rental Housing Agreement will support the Campus Oaks Master Plan and the City's General Plan in meeting the affordable housing goals.

FISCAL IMPACT

No general funds will be used for the implementation of the Campus Oaks Master Plan Affordable Rental Housing Agreement. The rental subsidies for the project that are necessary to comply with the affordability requirements will be borne by the project's developer.

ECONOMIC DEVELOPMENT / JOBS CREATED

The Campus Oaks Master Plan Parcel 23 subdivision will generate jobs with both construction of the subdivision and construction of this specific apartment complex. The project will cover cost impacts to the City through the payment of development impact fees.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The Affordable Rental Housing Agreement for Campus Oaks Apartments 1 does not include the potential for a significant environmental effect, and therefore is not subject to CEQA. CEQA for this project was previously completed as part of the planning entitlement process for this site.

Respectfully Submitted,

Trisha Isom, Housing Analyst

Chris Robles, Economic Development Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-231

affordable rental housing agreement

RESOLUTION NO. 17-231

APPROVING AN AFFORDABLE RENTAL HOUSING AGREEMENT BY AND BETWEEN
THE CITY OF ROSEVILLE AND CAMPUS OAKS APARTMENTS 1, LP AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF
ROSEVILLE

WHEREAS, an Affordable Rental Housing Agreement regarding Campus Oaks
Apartments, by and between the City of Roseville and Campus Oaks Apartments 1, LP, has been
reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

NO FEE DOCUMENT

PER GOVT. C. §27383

RECORDING REQUESTED BY

AND WHEN RECORDED, MAIL TO:

City of Roseville
CITY Clerk
311 Vernon Street
Roseville, CA 95678

AFFORDABLE RENTAL HOUSING AGREEMENT
(Project: Campus Oaks Apartments)

This Affordable Rental Housing Agreement ("AGREEMENT") is made this _____ day of _____, 20__ ("Effective Date"), by and between the City of Roseville, a municipal corporation ("CITY"), and Campus Oaks Apartments 1, LP, an Illinois limited partnership ("OWNER/DEVELOPER").

RECITALS

A. On June 13, 2013, CITY approved the updated Housing Element of the General Plan which applies ten percent (10%) affordability requirement to all new specific plan areas or properties for which zoning is amended to change residential density.

B. The OWNER/DEVELOPER is receiving the benefit of land entitlements either through the Specific Plan and Development Agreement process or by amendment of the zoning of the property to change residential density.

C. On August 6, 1997, CITY approved the North Roseville Specific Plan (the "NRSP") and on April 28, 1998, CITY approved the certain Development Agreement for that portion of the NRSP area, as amended, which contains the property that is the subject of this AGREEMENT, which Development Agreement is recorded as Instrument 98-0019739 ("the Development Agreement"). On September 27, 2016, CITY approved the Major Project File PL11 0331 Permit ("the Project"), regulating the development of that portion of the NRSP area which contains the property that is the subject of this AGREEMENT of which is intended to be improved by the construction of a multi-family development/apartment community.

D. The conditions of approval of the Project require OWNER/DEVELOPER to enter into an affordable housing rental agreement to the satisfaction of City Attorney of CITY, implementing the affordable housing obligations of OWNER/DEVELOPER.

E. OWNER/DEVELOPER and CITY enter into this AGREEMENT in order to implement OWNER/DEVELOPER'S affordable housing obligations.

F. OWNER/DEVELOPER has secured the possession of real property located at 4101 HP Way, Roseville, California, 95747, also referred to as Parcel CO-23 of the North Roseville Specific Plan (as more particularly described in **Exhibit A** (the "Property")). OWNER/DEVELOPER proposes to develop and construct a one hundred eighty-six (186) unit multi-family rental housing apartment project (the "Project") on the Property, that shall be rented at rents that are affordable to Very Low income households (the "Regulated Units"). The Project is intended to serve as a community resource by providing decent, safe, and sanitary housing for households which would otherwise be unable to afford such housing. Development of the property is governed by North Roseville Specific Plan.

G. On April 19, 2017, by Resolution No. 17-133 of the Roseville CITY Council, the CITY agreed to the deferral of certain development impact fees related to phase 1 of the Project in the amount of five hundred eighty six thousand nine hundred ninety eight dollars and ninety four cents (\$586,998) together with an additional deferral to SCIP Bonding of three million seven hundred six thousand five hundred thirty one dollars and forty five cents for actual final building fees related to the construction of the Project.

H. The purpose of this AGREEMENT is to regulate and restrict the occupancy, rents, operation, ownership, and management of the Project for the benefit of Project occupants and the people of the City of Roseville. The covenants in this AGREEMENT are intended to run with the land and be binding on OWNER/DEVELOPER and OWNER/DEVELOPER's successors in interest for the full term of this AGREEMENT.

NOW, THEREFORE, OWNER/DEVELOPER and the CITY hereby agree as follows:

DEFINITIONS

The following terms have the meanings set forth in herein wherever used in this AGREEMENT or attached exhibits.

1. **"CITY"** means the City of Roseville, a municipal corporation.
2. **"AREA MEDIAN INCOME"** (referred to herein as "AMI") means the median income for the Metropolitan Statistical Area which includes the City of Roseville ("MSA"), with adjustments for household size, as determined from time to time by the U.S. Department of Housing and Urban Development (HUD) pursuant to Section 8(f)(3) of the United States Housing Act of 1937 as amended, or such other method of median income calculation applicable to the City of Roseville that HUD may hereafter adopt in connection with said Act. If HUD should cease making such determination, the City

may designate another method of calculation of area median income used by any federal or state agency and applicable to the City of Roseville.

3. **“OWNER/DEVELOPER”** means Campus Oaks Apartments 1, LP, an Illinois limited partnership, together with its permitted successors and assigns.

4. **“PROJECT”** means the development, construction and operation of a residential, multi-family rental apartment project on the Property, to be rented at rents that are affordable to Very Low income households.

5. **“PROPERTY”** means the real property located at 4101 HP Way, Roseville, California, 95747 identified and described in **Exhibit A**, attached hereto and incorporated into this AGREEMENT by this reference, and any buildings or improvements now or hereafter situated on such real property.

6. **“QUALIFYING HOUSEHOLD”** means a household in which household income does not exceed the percentage of Area Median Income prescribed for the applicable housing unit by the terms of this AGREEMENT.

7. **“QUALIFYING RENT”** means the maximum monthly rent allowed under **Exhibit B** “adjusted for family size appropriate to the unit” (as such term is defined by Health and Safety Code sections 50052.5 and 50053) including a reasonable allowance for tenant-paid utilities (also known as Utility Allowance). During the period a regulatory agreement governing the allocation and award of any federal tax credits is in effect, Qualifying Rent may be determined in accordance with such regulatory agreement and 26 U.S.C., Section 42, for initial occupancy of tenants.

8. **“REGULATED UNITS”** means forty-two (42) rental dwelling units of the one hundred eighty-six (186) rental dwelling units on the Property constructed for the Project, that shall be rented at rents that are affordable to Very Low income households and having the following composition: thirty-six (36) one (1) bedroom units and six (6) two (2) bedroom units.

OWNER/DEVELOPER’S OBLIGATIONS

10. **TERM OF AGREEMENT.** This AGREEMENT shall commence upon the Effective Date and shall remain in full force and effect for fifty-five (55) years after the date OWNER/DEVELOPER obtains a Certificate of Occupancy from CITY for the Project or, in the event the Project has multiple buildings or structures, a Certificate of Occupancy for the last habitable building or structure for the Project. The obligations in this AGREEMENT shall remain effective and fully binding on OWNER/DEVELOPER for this full term regardless of any expiration of the term of any loan, any payment, or prepayment of any loan, any assignment of a note, any reconveyance of a deed of trust, or any sale, assignment, transfer, or conveyance of the Property (other than certain

transfers by foreclosure, deed in lieu of foreclosure, exercise of the power of sale or other similar transfer), unless terminated earlier by the CITY in a recorded writing.

11. **LEGAL INTEREST IN PROJECT.** OWNER/DEVELOPER represents that is has legal interest in the Subject Property.

PROJECT OCCUPANCY AND RENTS

12. **OCCUPANCY OF PROJECT.** OWNER/DEVELOPER shall limit, for the full term of this AGREEMENT identified in paragraph 10, above, the rental of Regulated Units to Qualifying Households according to the schedule contained in **Exhibit B** herein, which is hereby incorporated by reference into this AGREEMENT. The income levels and other qualifications of applicants shall be certified prior to initial occupancy in conformance with the Final Management Plan identified in paragraph 19(C), below, and the City of Roseville's rules governing income certification, as these rules may be amended from time to time by California law or as required in order to comply with California law. Specifically, OWNER/DEVELOPER covenants and agrees that for the full term of this Agreement it shall reserve for occupancy: (i) thirty-six (36) one-bedroom and six (6) two-bedroom Regulated Units for households whose income does not exceed fifty percent (50%) of AMI.

The Project shall be owned, managed and operated as a single, multi-family residential rental project, which may be comprised of several buildings and structures, each consisting of more than one residential dwelling unit, together with facilities functionally related and subordinate thereto, in accordance with the applicable provisions of the Internal Revenue Code and applicable California law, as the same may be amended from time to time. All of the residential dwelling units in the Project will be similarly constructed and shall contain separate and complete facilities for living, sleeping, eating, cooking and sanitation for a single person or family, including sleeping area, bathing and sanitation facilities and cooking facilities equipped with a cooking range, refrigerator and sink. None of the residential dwelling units shall be utilized, at any time, on a transient basis. Neither the Project, nor any portion thereof, shall ever be used as a hotel, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park or court.

13. **PROJECT RENTS.** Rents for Regulated Units shall be limited to Qualifying Rents as set forth in **Exhibit B** as the same may be revised from time to time in accordance with this AGREEMENT and applicable federal or state laws and regulations. Rent shall be no greater than considered "affordable rent" for the applicable household pursuant to Section 50053 of the California Health and Safety Code, as amended, or any successor statute thereto. Nothing in this AGREEMENT shall prevent OWNER/DEVELOPER from charging lower rents.

14. **RENTAL INCREASES FOR EXISTING TENANTS ON THE PROPERTY.** Irrespective of when income limits are published under Tax Credit Law, rents for Regulated Units may be adjusted no more frequently than: (a) twelve (12) months

following the date of initial occupancy or (b) every twelve (12) months following the last permissible date of recorded rental adjustment. Additionally, in no event shall the amount of annual rent increase exceed the amount of annual rent increase allowed by Tax Credit Law. Rents for Regulated Units may be adjusted annually to coincide with the increases in the Annual Adjustment Factor (AAF) as published by the United States Department of Housing and Urban Development (HUD) for the West Region.

In the event that HUD terminates publication of the AAF, rents shall be adjusted annually to coincide with the State Department of Housing and Community Development ("HCD") State Income Limits, using the limits established for Placer County, adjusted for household size, unit type and affordability. If OWNER/DEVELOPER does not agree with the adjustment factors provided herein, OWNER/DEVELOPER may, within fifteen (15) calendar days of notification by the CITY's Economic Development Director or successor ("the EDD") of that year's adjustment, present to the EDD information on which it wishes to base its annual rent adjustment. The EDD will review this information and decide on which adjustment factor OWNER/DEVELOPER shall base its annual rent increase. The decision of the EDD shall be final.

15. CONDOMINIUM CONVERSION PROHIBITED. OWNER/DEVELOPER shall not convert Project units, including Regulated Units and/or any unregulated units, to condominium or cooperative ownership or sell condominium or cooperative conversion rights to the Project units.

16. NONDISCRIMINATION.

A. OWNER/DEVELOPER herein covenants by and for itself, its subcontractors, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, nor denial of the benefits of this Regulatory Agreement to, any person or group of persons, on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, sex, gender or self-identified gender, gender expression, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), genetic information, military or veteran status, familial status, source of income, or political affiliation or belief, nor any unlawful discrimination against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, sex, gender or self-identified gender, gender expression, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave, genetic information, military or veteran status, familial status, source of income, or political affiliation or belief. OWNER/DEVELOPER shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, OWNER/DEVELOPER shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, Section 10000, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Sections 11135-11139.5) and any state or local regulations adopted

to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Regulatory Agreement subcontracts to OWNER/DEVELOPER services or works required of the CITY by the State of California pursuant to agreement between the CITY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a) through (f), set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are expressly incorporated into this Regulatory Agreement by reference and made a part hereof as if set forth in full, and OWNER/DEVELOPER and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

B. The provisions of paragraph (A) shall further apply to the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Project, and OWNER/DEVELOPER and any person claiming under or through the OWNER/DEVELOPER, shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the Project.

C. OWNER/DEVELOPER shall include the provisions contained in this section in all contracts and subcontracts related to the Project.

17. **MANAGEMENT RESPONSIBILITIES.** OWNER/DEVELOPER is specifically responsible, subject to its obligations herein, for all management functions with respect to the Property, including, without limitation, the selection of tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The CITY shall have no responsibility over management of the Property.

18. **MANAGEMENT ENTITY.** The CITY shall have the right to review and approve the management entity chosen by OWNER/DEVELOPER for the Property and, with the prior written consent of the Senior Lenders and the tax credit investor (if applicable), shall have the right to require a change in the management agent for the Project in the event OWNER/DEVELOPER is in material default under the AGREEMENT beyond notice and cure period. Any contracting of management services by OWNER/DEVELOPER shall not relieve OWNER/DEVELOPER of its primary responsibilities for proper performance of management duties. The CITY approves of the use of Ten South Management Company, LLC, an Illinois limited liability company, engaged in the provision of multi-family residential and commercial property management services, as the designated initial management entity for the Project.

19. **DRAFT AND FINAL MANAGEMENT PLANS.**

A. **DRAFT MANAGEMENT PLAN.** OWNER/DEVELOPER shall prepare and submit to CITY a Draft Management Plan for CITY's review and approval. The

Draft Management Plan shall be submitted to CITY at least one hundred eighty (180) calendar days prior to the anticipated date for completion of construction of the Project. The Draft Management Plan shall contain, but is not limited to, specific statement as to (1) the identity, experience and duties regarding operation of the Project of any non-profit, public benefit corporation who is a partner of OWNER/DEVELOPER; (2) marketing policies and strategies; (3) tenancy occupancy rules and regulations; (4) rental procedures and tenant income limitation; (5) eviction procedures; (6) operating policies and guidelines; (7) reserve account policies; (8) maintenance and capital improvement policies; and (9) shall provide as an exhibit thereto a sample form of lease agreement. Upon transfer of the Project of OWNER/DEVELOPER'S interest in the Project, the party to who the Project is transferred shall, as a condition of such transfer, provide CITY with a copy of such party's Management Plan for the Project, which plan shall provide statements as called for herein.

B. CITY REVIEW OF DRAFT MANAGEMENT PLAN. Upon submittal of the Draft Management Plan by OWNER/DEVELOPER to CITY the CITY shall review the Draft Management Plan and provide written comments to OWNER/DEVELOPER within ninety (90) calendar days or as soon thereafter as is practicable.

C. FINAL MANAGEMENT PLAN. Prior to issuance of any Certificate of Occupancy for the Project, OWNER/DEVELOPER shall submit a Final Management Plan to the CITY for its review and final approval no later than thirty (30) calendar days prior to the anticipated date for completion of construction of the Project.

Notwithstanding the foregoing, the CITY shall have the right to review and approve any proposed amendments to OWNER/DEVELOPER's contract with its management firm, or any new management contracts, during the term of this AGREEMENT; provided, however, that the CITY's approval shall not be required for a renewal of the initial management contract.

20. MANAGEMENT AGENT. The Project shall at all times be managed by an experienced Management Agent reasonably acceptable to CITY, with demonstrated ability to operate residential facilities like the Project in a manner that will provide decent, safe and sanitary housing. During the monitoring as described in Section 26, CITY will assess Management Agent's ability to operate the Project in a decent, safe and sanitary manner. One factor CITY will use to make its assessment will be a comparison of calls for police and fire services with other rental complexes in Roseville which offer similar services.

OWNER/DEVELOPER shall submit for CITY's approval the identity of any proposed Management Agent. OWNER/DEVELOPER shall also submit such additional information about the background, experience, and financial condition of any proposed Management Agent as is reasonably necessary for CITY to determine whether the proposed Management Agent meets the standards for a qualified Management Agent set forth above.

If the proposed Management Agent meets the standards for a qualified Management Agent set forth above, CITY shall approve the proposed Management Agent by notifying OWNER/DEVELOPER in writing. Unless the proposed Management Agent is disapproved by CITY within thirty (30) days of said submission of identity and qualifications of proposed Management Agent, which disapproval shall state reasonable specificity the basis for disapproval it shall be deemed approved. Ten South Management Company, LLC is hereby approved by the CITY as the initial Management Agent.

21. DISMISSAL OF MANAGEMENT AGENT. Within fifteen (15) days from OWNER/DEVELOPER'S receipt of any recommendation by CITY staff to dismiss the Management Agent, OWNER/DEVELOPER shall either dismiss the Management Agent or request a public meeting to discuss such recommendation. If, after conducting a requested public meeting, the CITY Council supports said recommendation of CITY staff, OWNER/DEVELOPER shall promptly dismiss the Management Agent and shall use commercially reasonable efforts to appoint as the new Management Agent a person or entity which meets the standards for Management Agent and is approved by CITY as set forth in Section 20.

22. MAINTENANCE AND SECURITY. OWNER/DEVELOPER shall at its own cost and expense maintain the Property in good condition, in good repair, and in decent, safe, sanitary, habitable, and tenantable living condition for the benefit of Project occupants. OWNER/DEVELOPER shall not commit or permit any waste on or to the Property, and shall prevent and/or rectify any physical deterioration of the Property. OWNER/DEVELOPER shall provide adequate ongoing security equipment and services for Project occupants. OWNER/DEVELOPER shall maintain the Property in conformance with all applicable state, federal, and local laws, ordinances, codes, and regulations and the Management Plan.

In the event the OWNER/DEVELOPER fails to maintain the Property in accordance with the foregoing standards, and after at least seven (7) calendar days' prior written notice to OWNER/DEVELOPER and the Senior Lenders, the CITY or its agent may, but shall be under no obligation to, enter upon the Property, make such repairs or replacements as are deemed necessary in CITY's reasonable discretion (with the prior written consent of the Senior Lenders), and provide for payment thereof. Any amount advanced by CITY to make such repairs, together with the maximum legal interest rate thereon from the date of such shall become an additional obligation of OWNER/DEVELOPER to CITY shall be immediately due and payable to CITY.

23. UNIT VACANCIES. OWNER/DEVELOPER shall use its best efforts to fill vacancies in Regulated Units as quickly as possible.

24. INSPECTION AND RECORDS. OWNER/DEVELOPER shall maintain records which clearly document OWNER/DEVELOPER's performance of its obligations to operate the Property and the Project under the terms of this AGREEMENT.

OWNER/DEVELOPER shall submit any records to the CITY within ten (10) business days of CITY's reasonable request. OWNER/DEVELOPER shall permit CITY to enter and inspect the Property and the Project for compliance with obligations under this AGREEMENT on business days upon twenty-four (24) hours advance notice of such visit by CITY to OWNER/DEVELOPER or OWNER/DEVELOPER's management agent and to tenants of any inspected Project units, subject to the provisions of the lease regarding inspection and entry rights, which provisions must otherwise be consistent with state law.

25. **ANNUAL REPORT.** OWNER/DEVELOPER shall submit an annual report to CITY as required by California Health and Safety Code Section 33418, which shall include at a minimum for each Regulated Unit the rental rate and the income and household size of the occupants. The income information required under this report shall be supplied by the tenant in a certified statement on a form provided by CITY. CITY may request additional information be included in the annual report.

26. **MONITORING/NON-COMPLIANCE/CURE.** OWNER/DEVELOPER'S compliance with the provisions of this AGREEMENT shall be reviewed at least annually, and at such other times as CITY may require, upon thirty (30) days prior written notice from CITY. During any such review, OWNER/DEVELOPER shall bear the burden of proof to demonstrate good faith compliance with the terms of this AGREEMENT. If, as a result of such review, CITY finds and determines that OWNER/DEVELOPER has not complied in good faith with the terms and conditions of this AGREEMENT, CITY shall give written notice to OWNER/DEVELOPER of its findings and of the exact nature of OWNER/DEVELOPER'S non-compliance. OWNER/DEVELOPER shall be given a period of sixty (60) days after delivery of any such notice in which to cure, to the reasonable satisfaction of CITY, any non-compliance. In the event CITY fails to give OWNER/DEVELOPER notice of any non-compliance at or before the annual review, OWNER/DEVELOPER shall not be held responsible for any failure to comply with the terms and conditions of this AGREEMENT during the year covered by the annual review.

27. **CITY REMEDIES FOR BREACH.** If OWNER/DEVELOPER is unable or otherwise fails to cure any non-compliance within sixty (60) days after CITY delivers notice of non-compliance pursuant to Section 26, CITY may, in addition to any other remedy provided by law or equity, modify or terminate this AGREEMENT, revoke the Project approval prior to occupancy, seek liquidated damages in accordance with this AGREEMENT, or take any other action available to it under this AGREEMENT.

In particular, and without limitation by reason of enumeration, OWNER/DEVELOPER acknowledges and agrees that failure to cure any non-compliance under this AGREEMENT, whether by OWNER/DEVELOPER or any successor, shall, at the option of the CITY, constitute a breach and default under this AGREEMENT as to all other property within the Project.

In addition, and without limitation by reason of enumeration, OWNER/DEVELOPER acknowledges and agrees that CITY shall have the right to withhold issuance of all building permits within the Project until such breach is cured.

In the event of any breach/default or violation of any agreement, obligation, or warranty under this AGREEMENT, CITY shall give written notice to OWNER/DEVELOPER, with copies to the Senior Lenders and Ten South Management Company, LLC, specifying: (a) the nature of the breach or violation, (b) the action required to cure the breach or violation, and (c) a date, which shall not be less than thirty (30) calendar days from the date of the notice, by which such action to cure must be taken. If OWNER/DEVELOPER fails to cure the breach or violation within the time frame specified in the notice CITY additionally has the right, at its sole election, to:

A. Bring an action for equitable relief seeking the specific performance by OWNER/DEVELOPER of the terms and conditions of this AGREEMENT, and/or enjoining, abating, or preventing any violation of said terms and conditions, and/or seeking declaratory relief;

B. Enter upon, take possession of, and manage the Property and the Project, either in person, by agent, or by a receiver appointed by a court, and collect any rents, income, deposits, or reserves and apply them to operate the Property and the Project, and continue in possession until such time as CITY in its sole judgment determines that OWNER/DEVELOPER is in a position to operate the Property and the Project in compliance with this AGREEMENT;

C. After notice provided for herein, make such repairs or replacements to the Property as are necessary and provide for payment thereof;

D. For violations of OWNER/DEVELOPER's obligations with respect to occupancy restrictions, Project maintenance, and unit vacancies, impose as liquidated damages a charge upon OWNER/DEVELOPER in an amount of ONE THOUSAND DOLLARS (\$1,000) per day for each Project unit that is knowingly not operated in compliance with this AGREEMENT;

E. For violations of OWNER/DEVELOPER's obligations with respect to Project rents, impose as liquidated damages a charge upon OWNER/DEVELOPER in an amount equal to the actual amount OWNER/DEVELOPER has collected from any Qualifying Household in excess of the Qualifying Rent;

F. Pursue any other remedy allowed at law or in equity.

CITY's rights hereunder shall be in addition to, and not in lieu of, every other right or remedy provided for herein or now or hereafter existing at law or in equity by statute or otherwise, including, but not limited to injunctive relief, specific performance and damages. The exercise or beginning of exercise by CITY of any one or more rights or remedies, provided herein or now or hereafter existing at law or in equity by statute or

otherwise, shall not preclude the simultaneous or later exercise by CITY of any or all other rights or remedies provided for in this AGREEMENT or now or hereafter existing at law or in equity or by statute or otherwise. All such rights and remedies shall be considered cumulative and nonexclusive.

The parties agree that the sums and formulas designated herein as liquidated damages represent a reasonable approximation of the damages CITY is likely to suffer from violations of the respective terms. OWNER/DEVELOPER agrees to pay in full any accrued liquidated damages to CITY within ten (10) calendar days of a written demand by CITY for such payment.

28. **FEES, TAXES, AND OTHER LEVIES.** OWNER/DEVELOPER shall be responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property and the Project, and shall pay such charges prior to delinquency. However, OWNER/DEVELOPER shall not be required to pay any such charge so long as (a) the legality thereof is being contested in good faith and by appropriate proceedings, and (b) OWNER/DEVELOPER maintains reserves adequate to pay any contested liabilities.

29. **INSURANCE COVERAGE.** OWNER/DEVELOPER shall cause to have in full force and effect during the term of this AGREEMENT continuous insurance coverage as required by any lienholder.

30. **PROPERTY DAMAGE OR DESTRUCTION.** If any building or improvement erected by OWNER/DEVELOPER on the Property is damaged or destroyed, subject to the requirements of the Senior Lenders, OWNER/DEVELOPER shall, at its own cost and expense, repair or restore the Property consistent with the original Plans and Specifications for the Project. Such work shall be commenced within one hundred eighty (180) calendar days after the damage or loss occurs and shall be completed within three hundred and sixty-five (365) calendar days thereafter. Subject to the requirements of the Senior Lenders, all insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if insurance proceeds are insufficient for such purpose, OWNER/DEVELOPER shall make up the deficiency.

GENERAL PROVISIONS

31. **SUBORDINATION.** Except as expressly set forth herein, this AGREEMENT shall not be subordinated in priority to any other interest in the Property that was not recorded on or prior to the date of recordation of this Agreement, unless the CITY expressly consents, in writing, to the subordination or junior priority of this AGREEMENT. Such consent, if any, shall be within the CITY's sole discretion, and may only be permitted, if at all, for purposes that conform with the circumstances authorized by California Health and Safety Code section 33334.14(a), and to the extent the proposed subordination does not jeopardize the CITY's security interest in the

property and is otherwise consistent and compliant with all legal standards, including eligibility requirements and other conditions imposed by funding sources for the Project.

32. TRANSFER AND ENCUMBRANCE OF PROPERTY. During the term of this AGREEMENT, OWNER/DEVELOPER shall not make or permit any sale, agreement to sell, assignment, conveyance, lease (other than the rental of Project units to eligible residential tenant occupants), or transfer of the Property or any part thereof, including the sale of any general or limited partnership interests, the removal of any general partner, or any substantial change in operational or management control over the Property (collectively referred to as "Transfers"), without the prior written consent of CITY. The limitations on OWNER/DEVELOPER's right of assignment or other transfer contained in this paragraph 37 shall not apply to any foreclosure, deed in lieu of foreclosure, or other remedial action lawfully taken by any Senior Lender holding a security interest in the Property with priority over the CITY's interests; nor shall they apply to the transfer of limited partner interests in OWNER/DEVELOPER and/or the removal of a general partner or a limited partner pursuant to the terms and conditions of OWNER/DEVELOPER's organizational document.

CITY shall give its consent to a Transfer provided that it determines all of the following conditions are met: (a) OWNER/DEVELOPER is in compliance with this AGREEMENT or the Transfer will cure existing violations of this AGREEMENT; (b) the transferee agrees to assume all obligations of OWNER/DEVELOPER imposed by this AGREEMENT; (c) the transferee demonstrates to CITY's satisfaction that it is capable of owning and/or operating the Property and the Project in full compliance with this AGREEMENT; (d) the terms of the Transfer shall not jeopardize the CITY's security interest in the Property and is otherwise in full compliance with all legal standards, including eligibility requirements and other conditions imposed by funding sources for the Project; and (e) the Transfer has been approved by CITY's governing body, if such approval is required.

During the term of this AGREEMENT, OWNER/DEVELOPER shall not engage in any financing or other transaction creating any mortgage or other encumbrance or lien upon the Property and/or the Project (except for any financing provided by CITY), without the prior written consent of CITY, which consent may be withheld in CITY's reasonable discretion. CITY may give its consent to such financing if and only to the extent necessary to maintain or improve the affordability or condition of the Property and/or the Project.

33. NONLIABILITY OF OFFICIALS, EMPLOYEES, AND AGENTS. No member, official, director, employee, agent or independent contractor of CITY shall be personally liable to OWNER/DEVELOPER or third party beneficiaries for any obligation created under the terms of this AGREEMENT.

34. INDEMNITY AND WAIVER. Notwithstanding the insurance coverage required herein, OWNER/DEVELOPER shall indemnify and hold CITY, its members, officials, directors, employees, agents and independent contractors (collectively

“Indemnitees”), harmless against any losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including attorney’s fees) which Indemnitees may incur as a result of (1) OWNER/DEVELOPER’s failure to perform any obligations as and when required by this AGREEMENT; (2) any failure of OWNER/DEVELOPER’s representations or warranties to be true and complete in any material respect; or (3) any act or omission by OWNER/DEVELOPER or any contractor, subcontractor, management agent, or supplier with respect to the Project or the Property, except to the extent that such losses are caused solely by the negligence or willful misconduct of Indemnitees. The duty of the OWNER/DEVELOPER to indemnify includes the duty to defend Indemnitees in any court action, administrative action, or other proceeding brought by any third party arising from the Project or the Property. OWNER/DEVELOPER’s duty to indemnify Indemnitees shall survive the term of this AGREEMENT.

OWNER/DEVELOPER hereby waives any claims, suits, or actions against the CITY on account of or arising from the Costa-Hawkins Rental Housing Act, California Civil Code Sections 1954.50 *et seq.* (“CHRA”). Furthermore, the parties hereby acknowledge and agree that, without limitation, any Project entitlements, permits, or approvals have conferred upon the OWNER/DEVELOPER and/or the Project either a direct financial contribution or other form of assistance pursuant to Section 1954.52(b) of the CHRA.

35. **GOVERNING LAW.** This AGREEMENT shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

36. **AGREEMENT CONTROLS.** In the event that any provisions of this AGREEMENT and any of its exhibits, the terms of the AGREEMENT shall control.

37. **ATTORNEYS’ FEES AND COSTS.** In the event that a legal or administrative action is brought to interpret or enforce the terms of this AGREEMENT, the prevailing party shall be entitled to recover all reasonable attorneys’ fees and costs incurred in such action.

38. **TIME.** Time is of the essence in this AGREEMENT.

39. **CONSENTS AND APPROVALS.** Except as otherwise expressly provided in this AGREEMENT, any consent or approval required under the AGREEMENT shall not be unreasonably withheld or delayed.

40. **NOTICES, DEMANDS, AND COMMUNICATIONS.** Formal notices, demands, and communications between OWNER/DEVELOPER and CITY shall be given by first class or certified mail, return receipt requested, postage prepaid or delivered personally, to OWNER/DEVELOPER and CITY as follows, or at such other address as a party may designate by written notice to the other party:

CITY OF ROSEVILLE

CITY Manager
311 Vernon Street
Roseville, California 95678

OWNER/DEVELOPER

Campus Oaks Apartments 1 LP
1949 St. Johns Avenue, Suite 200
Highland Park, IL 60035

41. **BINDING UPON SUCCESSORS.** All provisions of this AGREEMENT shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of OWNER/DEVELOPER and CITY, and shall run with the land for the full term of this AGREEMENT. Any successor in interest to OWNER/DEVELOPER and any purchaser or transferee of the Property shall be subject to all of the duties and obligations imposed on OWNER/DEVELOPER under this AGREEMENT for the full term of this AGREEMENT. The term "OWNER/DEVELOPER" as used in this AGREEMENT shall include all such assigns, successors-in-interest, and transferees.

42. **RELATIONSHIP OF PARTIES.** The relationship of OWNER/DEVELOPER and CITY for this Project during the term of this AGREEMENT shall not be construed as a joint venture, equity venture, or partnership. CITY neither undertakes nor assumes any responsibility or duty to OWNER/DEVELOPER or to any third party with respect to the operation of the Property or the actions of OWNER/DEVELOPER. Except as CITY may specify in writing, OWNER/DEVELOPER shall have no authority to act as an agent of CITY or to bind CITY to any obligation.

43. **WAIVER.** Any waiver by CITY of any obligation in this AGREEMENT must be in writing. No waiver shall be implied from any delay or failure by CITY to take action on any breach or default of OWNER/DEVELOPER or to pursue any remedy allowed under this AGREEMENT or applicable law. Any extension of time granted to OWNER/DEVELOPER to perform any obligation under this AGREEMENT shall not operate as a waiver or release from any of its obligations under this AGREEMENT. Consent by CITY to any act or omission by OWNER/DEVELOPER shall not be construed as the consent to any other or subsequent act or omission or to waive the requirement for CITY's written consent to future waivers.

44. **OTHER AGREEMENTS.** OWNER/DEVELOPER represents that it has not entered into any agreements that would restrict or compromise its ability to comply with the terms of this AGREEMENT. OWNER/DEVELOPER shall not enter into any agreements that are inconsistent with the terms of this AGREEMENT without an express written waiver by CITY.

45. **AMENDMENTS AND MODIFICATIONS.** Any amendments or modifications to this AGREEMENT must be in writing, and shall be effective only if executed by both OWNER/DEVELOPER and CITY, following receipt of all required approvals, and only with the consent of the Senior Lenders.

46. **SEVERABILITY.** Every provision of this AGREEMENT is intended to be severable. If any provision of this AGREEMENT is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

SPECIAL PROVISIONS

47. **ADMINISTRATIVE FEE.** In the event of OWNER/DEVELOPER's breach or violation of any agreement, obligation or warranty under the AGREEMENT or in the event the Property is transferred in violation of paragraph 32 of this AGREEMENT, and the Property is exempt from real property taxation, OWNER/DEVELOPER shall pay annually, not later than April 15 of each year, a fee equal to seventeen percent (17%) of the real property tax which would have been paid on the Property if it were subject to real property taxation ("Administrative Fee"). The CITY shall provide the OWNER/DEVELOPER with notice and the right to cure, as set forth in above Section 26, any event which the CITY believes give rise to an obligation to pay the Administrative Fee.

The Administrative Fee shall increase and be adjusted annually by an amount equal to two percent (2%) of each prior year's Administrative Fee, and shall be increased and adjusted further from time to time by the percentage equal to any increase in the Property and/or Project's assessed valuation arising from any sale, transfer or refinancing of the Property and/or Project; provided, however, in the event the Property and/or Project becomes subject to payment of property taxes other than special district taxes, the Administrative Fee shall terminate. The payment of such Administrative Fee shall be in addition to, and not to the exclusion of, the CITY's other remedies contemplated in paragraph 26 of this AGREEMENT.

48. **REFINANCING REVIEW FEE.** In the event that the Property and/or the Project is a tax credit project and is refinanced during the term of this Agreement, OWNER/DEVELOPER shall provide CITY a prepayment in amount to be determined by CITY, upon request by OWNER/DEVELOPER, for CITY's staff costs in reviewing any refinancing documentation submitted to CITY for CITY's review and approval. Such prepayment shall be submitted by OWNER/DEVELOPER prior to CITY commencing any review. It is estimated that the prepayment will be ten thousand dollars (\$10,000.00). OWNER/DEVELOPER shall not be entitled to receive a refund of any such fee in the event that OWNER/DEVELOPER fails to complete such refinancing.

49. **TENANT MONITORING FEE.** Commencing on March 31, 2018 annually thereafter, OWNER/DEVELOPER shall pay to CITY, not later than March 31 of each year, a tenant monitoring fee equal to FORTY DOLLARS (\$40) for each occupied, rent restricted, apartment unit within the Project, with such fee to be adjusted to reflect the Project's actual occupancy rate. The fee for each unit shall be prorated over the portion of the year that the unit was occupied or leased. A penalty of ten percent (10%) per month shall be assessed against any fee not paid when due.

50. **PARTICIPATION IN HOUSING CHOICE VOUCHER PROGRAM.** During the term of this AGREEMENT, OWNER/DEVELOPER agrees to accept tenants who qualify under the Housing Choice Voucher ("HCV") program administered by the Roseville Housing Authority (the "Authority") to the extent of the forty-two (42) Regulated Units. The rents charged for units rented to HCV tenants, when combined with housing assistance payments from the Authority shall not exceed Qualifying Rent as defined in Section 7 above, as determined by the Authority, based on the lesser of the payment standard or tax credit rent (if applicable, TAX CREDIT PROJECT).

51. **CHECKLIST FOR REGULATED UNITS.** OWNER/DEVELOPER agrees that each prospective tenant, prior to rental of a Regulated Unit, shall be required to complete forms required by Exhibit C, or OWNER/DEVELOPER'S equivalent as approved in writing by CITY.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2017, and OWNER/DEVELOPER has caused this Agreement to be executed.

City of Roseville, a municipal corporation:

BY: _____
ROB JENSEN
City Manager

Campus Oaks Apartments 1 LP, an Illinois limited partnership:

BY: Scott I. Canel
Print name: Scott I. Canel
Title: President of The Managing General Partner

ATTEST:

AND

BY: _____
SONIA OROZCO
City Clerk

BY: _____
Print name: _____
Title: _____

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Chris Robles
CHRIS ROBLES
Economic Development Director

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The land described herein is situated in the State of California, County of Placer, City of Roseville, and is described as follows:

THAT CERTAIN REAL PROPERTY IN THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL ONE:

All of Lot 18 and all that portion of Lots 16, 17 and 19 as shown on the Large Lot Final Map of "Campus Oaks" filled in Book "DD" of Maps Page 47, Placer County Records, located in Section 20, Township 11 North, Range 6 East, M.D.B. & M., described as follows:

Beginning at the Northeast corner of said Lot 18; thence from the Point of Beginning the following four (4) continuous courses and distances:

1. South $0^{\circ} 27' 26''$ East, for a distance of 303.87 feet,
2. South $89^{\circ} 33' 01''$ West, for a distance of 840.86 feet,
3. North for a distance of 409.46 feet, and
4. North $68^{\circ} 56' 58''$ West, for a distance of 129.95 feet to a point on the right of way of Crimson Ridge way; thence along the right of way of Crimson Ridge way the following eleven (11) continuous courses and distances:
 1. along the arc of a non-tangent curve to the right, having a radius of 117.00 feet, a central angle of $22^{\circ} 58' 48''$ a length of 46.93 feet, and a chord bearing North $63^{\circ} 07' 31''$ East, for a distance of 46.61 feet,
 2. along the arc of a reverse curve to the left, having a radius of 519.97 feet, a central angle of $3^{\circ} 07' 20''$ a length of 28.34 feet, and a chord bearing North $73^{\circ} 03' 15''$ East, for a distance of 28.33 feet,
 3. North $74^{\circ} 56' 26''$ East, for a distance of 47.44 feet,
 4. along the arc of a non-tangent curve to the left, having a radius of 524.00 feet, a central angle of $20^{\circ} 35' 22''$ a length of 188.30 feet, and a chord bearing North $56^{\circ} 00' 36''$ East, for a distance of 187.29 feet,
 5. North $45^{\circ} 42' 55''$ East, for a distance of 22.28 feet,
 6. along the arc of a tangent curve to the right, having a radius of 35.00 feet, a central angle of $86^{\circ} 49' 33''$ a length of 53.04 feet, and a chord bearing North $89^{\circ} 07' 41''$ East, for a distance of 48.11 feet,
 7. along the arc of a reverse curve to the left, having a radius of 1029.50 feet, a central angle of $16^{\circ} 44' 49''$ a length of 300.91 feet, and a chord bearing South $55^{\circ} 49' 57''$ East, for a distance of 299.84 feet,
 8. South $62^{\circ} 44' 50''$ East, for a distance of 120.00 feet,
 9. along the arc of a non-tangent curve to the left, having a radius of 1039.50 feet, a central angle of $12^{\circ} 31' 43''$ a length of 227.30 feet, and a chord bearing South $77^{\circ} 05' 50''$ East, for a distance of 226.85 feet,
 10. along the arc of a reverse curve to the right, having a radius of 35.00 feet, a central angle of $82^{\circ} 53' 31''$ a length of 50.64 feet, and a chord bearing South $41^{\circ} 54' 56''$ East, for a distance of 46.33 feet, and

11. North 89° 31' 49" East, for a distance of 19.00 feet to the Point of Beginning.

Said land is also shown as Resultant Lot 18 on the Lot Line Adjustment - Certificate of Compliance PL16-0153 recorded April 28, 2017, Instrument No. 2017-0031664, of Official Records.

PARCEL TWO:

Easements for access and utilities over those portions of Parcels 1, 2 and 3 designated "Reciprocal Access Easement" as shown on that certain Parcel Map of "Hewlett-Packard Subdivision No. Sub-000105" filed in Book 34 of Parcel Maps, Page 73, Placer County Records, and as corrected in "Grant of Easements and Correction to Prior Easements" recorded July 14, 2011, Instrument No. 2011-0053955, of Official Records.

PARCEL THREE:

Easements for storm water drainage systems over Parcels, 1, 2 and 3 as described in Note D of the Owner's Statement on that certain Parcel Map of "Hewlett-Packard Subdivision No. Sub-000105" filed in Book 34 of Parcel Maps, Page 73, Placer County Records, and as corrected in "Grant of Easements and Correction to Prior Easements" recorded July 14, 2011, Instrument No. 2011-0053955, of Official Records.

EXHIBIT B
OCCUPANCY AND RENT RESTRICTIONS

	One Bedroom		Two Bedroom	
Maximum Household Income as Percentage of AMI	Number of Units	Initial Qualifying Rent (Gross)	Number of Units	Initial Qualifying Rent (Gross)
40%	7	\$445.00	N/A	N/A
50%	29	\$584.00	6	\$706.00
<i>Non-Rent Restricted On Site Management</i>		N/A		N/A
TOTAL	36		6	

EXHIBIT C
CHECKLIST FOR AFFORDABLE RENTAL UNITS

The following documentation must be present in the Tenant's file (in a form approved by the Housing Manager) for an "affordable renter."

- _____ Certification of Affordable Rental Unit Eligibility Form
- _____ Calculation of Tenant Eligibility Form
- _____ Record of Rental Increases
- _____ Written, third party verification of all income sources, including:
 - _____ Employment
 - _____ Self-employment (tax return and profit & loss statement for current year)
 - _____ Unemployment
 - _____ AFDC (Welfare) Benefits
 - _____ Child Support
 - _____ Alimony
 - _____ Social Security Benefits
 - _____ Supplemental Security Income (SSK)
 - _____ VA or Military Benefits
 - _____ Pensions and/or Annuities
 - _____ Retirement Funds
 - _____ Savings Accounts (Interest Income)
 - _____ Checking Accounts
 - _____ Government Grants
 - _____ Trust Funds
 - _____ Stocks & Bonds (Cash Value)
 - _____ Life Insurance (Cash Value)

Name _____ **Complex** _____

Title _____ **Date** _____

CERTIFICATION OF RESIDENT ELIGIBILITY

Re: _____ Apt. # _____
Apartment Complex

I/we have read and answered truthfully, fully frankly and personally each of the following questions for all persons who are to occupy the unit being applied for in the above apartment project. Listed below are the names of all persons who intend to reside in the unit:

[illegible]

CERTIFICATION OF RESIDENT ELIGIBILITY (cont.)

INCOME COMPUTATION

- 6) The total anticipated income calculated in accordance with this paragraph 6, of all persons (except children under the age of 18 years) listed above for the 12-month period beginning the date that I/we plan to move into a unit is
\$ _____ .

Included in the total anticipated income listed above are:

- a. All wages and salaries, overtime pay, commissions, fees and other compensation for personal services, before payroll deductions.

Excluded from such anticipated income are:

- a. Casual, sporadic or irregular gifts;
- b. Amounts which are specifically for or in reimbursement of medical expenses;
- c. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlements for personal or property losses;
- d. Amounts of educational scholarships paid directly to the student or the educational institution and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books, and equipment. Any amounts of such scholarships or payments to veterans not used for the above purposes are to be included in income;
- e. Hazardous duty pay to a family member in the Armed Forces who is away from home and exposed to hostile fire;
- f. Relocation payments under Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;
- g. Foster child care payments;
- h. The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1977.

- 7) This certificate is made with the knowledge that it will be relied upon by the Owner to determine maximum income for eligibility to occupy the unit; and I/we declare that all information set forth herein is true, correct and complete and based upon information I/we deem reliable and that the statement of total anticipated income contained in paragraph 6 is reasonable and based upon such investigation as the undersigned deemed necessary.
- 8) I/We will assist the Owner in obtaining any information or documents required to verify the statement made herein, including either an income verification from my/our present employer(s) or copies of federal tax returns for the immediately preceding calendar year.
- 9) I/We acknowledge that I/we have been advised that the making of any misrepresentation or misstatement in this declaration will constitute a material breach of my/our agreement with the Owner to lease the unit and will entitle the Owner to prevent or terminate my/our occupancy of the unit by institution of an action for eviction or other appropriate proceedings.

I/We declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ in the City of
_____ California.

Applicant

Applicant

Applicant

Applicant

Applicant

[All persons listed in number 2 above, except children under the age of 18 must sign this form]

**CALCULATIONS OF TENANT ELIGIBILITY
FOR AFFORDABLE RENTAL FORM**

(FORM COMPLETION BY APARTMENT OWNER OR AGENT)

NAME: _____ UNIT # _____

<u>SOURCE</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
Social Security	\$ _____	\$ _____
Social Security	\$ _____	\$ _____
Civil Service	\$ _____	\$ _____
Pension _____	\$ _____	\$ _____
Interest _____	\$ _____	\$ _____
Wages _____	\$ _____	\$ _____
Tips _____	\$ _____	\$ _____
Wages _____	\$ _____	\$ _____
Tips _____	\$ _____	\$ _____
Child Support	\$ _____	\$ _____
Welfare	\$ _____	\$ _____
Stocks/Bonds	\$ _____	\$ _____
Other _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____
TOTAL INCOME	\$ _____	\$ _____
	Monthly base rent	\$ _____
	Move-in date	_____

BY _____

TITLE _____

DATE _____

AFFORDABLE TENANT RECORD OF RENTAL INCREASES

(FORM COMPLETION BY APARTMENT OWNER OR AGENT)

NAME _____ APT. NO. _____

MOVE-IN DATE _____ INITIAL BASE RENT \$ _____

ANNUAL INCOME \$ _____

[illegible]

[illegible]



COUNCIL COMMUNICATION

CC #: 8521

File #: 0709

Title: Housing Authority & City Council - Affirmatively Furthering Fair Housing Analysis - Memorandum of Understanding Amendment

Contact: Danielle Foster 916-774-5446 dfoster@roseville.ca.us

Meeting Date: 6/7/2017

Item #: 6.29.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council and the Housing Authority Board adopt the attached resolution authorizing each of its official representatives to execute the enclosed amendment to the existing multi-jurisdictional Memorandum of Understanding (MOU) to hire the necessary consultant for the completion of a regional Affirmatively Furthering Fair Housing (AFFH) Analysis.

BACKGROUND

As a condition of the receipt of various federal grants, including Community Development Block Grant (CDBG) and Housing Choice Voucher (HCV) funding, through the U.S. Department of Housing and Urban Development (HUD), regulations require the submittal of a long-range plan (Five-Year Consolidated Plan) every five years that analyzes local needs and outlines how needs will be met over the upcoming plan period with identified projects and programs. As part of this long-range plan, an analysis is completed on local impediments to fair housing, as the locality is expected to work at reducing these barriers, to the extent feasible. On July 16, 2015, HUD adopted an updated regulation that changed the fair housing analysis requirements and expanded the required review to a broader, more regional scope.

Now called the Affirmatively Furthering Fair Housing (AFFH) analysis, staff brought forth a recommendation at the February 1, 2017 City Council and Housing Authority Board meeting, which was approved, that authorized the City and Housing Authority to partner with the cities of Citrus Heights, Davis, Elk Grove, Folsom, Rancho Cordova, Rocklin, Sacramento, West Sacramento, and Woodland, the County of Sacramento, and the Yolo County Housing Authority to complete a regional AFFH analysis. Completing the analysis with these other parties both increases cost efficiencies of the analysis and is more favorable to HUD's review process since the scope of the analysis will be regional throughout Placer, Sacramento, and Yolo counties. The MOU identifies Roseville as the lead Agency based on its due date of the next AFFH. The Sacramento Housing and Redevelopment Agency (SHRA) will administer the MOU based on its size and resources, but all partner localities have an equal voice in MOU discussions and actions.

In addition to the data that will be compiled by the regional consultant, who is being hired through

the collaborative under this MOU, city staff will be conducting significant public outreach in support of this analysis and the next long-range plan. Data from the consultant and supplemented by staff, with public outreach and feedback will all be used in the creation of the Affirmatively Furthering Fair Housing Analysis that will be finalized for submittal to HUD by fall 2019.

Since the February 1, 2017 approval of the regional MOU for this analysis, staff has conducted a Request for Proposals process with the partnering jurisdictions and has further refined the scope. Through this process and identification of the project consultant, it is projected that potential cost of the project could increase slightly and is triggering the need for additional cost authority under this MOU from \$8,160 to \$15,000 in total. This funding will come from non-General Fund sources, including a combination of CDBG and HCV funding. While this is under the contract amount that requires City Council approval, since this MOU is a multi-jurisdictional agreement staff is required to bring any amendment back to the City Council for action.

FISCAL IMPACT

The cost to the City and Housing Authority will not exceed \$15,000, or 5.44% of the total project cost, whichever is lower. This expense will be paid from existing Community Development Block Grant (CDBG) and Housing Choice Voucher (HCV) program budgets of the Housing Division. There will not be any impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Estimates of total employment created can be based on expenditure data, consistent with guidance from the Council of Economic Advisers (CEA). Total employment not only includes direct and indirect jobs, but also induced jobs. CEA estimates that total employment is increased by one job-year for every \$92,000 in direct government spending. Therefore, this project has the potential to generate 2.17 job years within the region with the total expenditure of these funds by the City of Roseville and the entirety of the regional partnership.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines Section 15061(b)(3)). The AFFH Analysis does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Danielle Foster, Housing Manager

Chris Robles, Economic Development Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-234

Affirmatively Furthering Fair Housing Analysis Memorandum of Understanding Amendment

CITY COUNCIL AND
HOUSING AUTHORITY
OF THE CITY OF ROSEVILLE

JOINT RESOLUTION NO. 17-234

APPROVING A FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ROSEVILLE, THE SACRAMENTO HOUSING AND
REDEVELOPMENT AGENCY, THE CITY OF CITRUS HEIGHTS, THE CITY OF DAVIS,
THE CITY OF ELK GROVE, THE CITY OF RANCHO CORDOVA, THE CITY OF
ROCKLIN, THE CITY OF WEST SACRAMENTO, THE CITY OF WOODLAND, THE
ROSEVILLE HOUSING AUTHORITY, AND THE HOUSING AUTHORITY OF THE
COUNTY OF YOLO, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON
BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a first amendment to the Memorandum of Understanding for the completion
of a regional Affirmatively Furthering Fair Housing Analysis, between the City of Roseville, the
Sacramento Housing and Redevelopment Agency, the City of Citrus Heights, the City of Davis,
the City of Elk Grove, the City of Rancho Cordova, the City of Rocklin, the City of West
Sacramento, the City of Woodland, the Roseville Housing Authority, and the Housing Authority
of the County of Yolo, has been reviewed by the City Council and Housing Authority;

NOW, THEREFORE, THE CITY COUNCIL AND HOUSING AUTHORITY OF THE
CITY OF ROSEVILLE DOES HEREBY RESOLVE that said first amendment to memorandum
of agreement is approved and that the City Manager is authorized to execute it on behalf of the
City of Roseville and the Executive Director is authorized to execute it on behalf of the Housing
Authority.

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

AYES COUNCIL MEMBER / AUTHORITY MEMBERS:

NOES COUNCIL MEMBER / AUTHORITY MEMBERS:

ABSENT COUNCIL MEMBER / AUTHORITY MEMBERS:

Mayor & Chair

ATTEST:

City Clerk & Secretary

**FIRST AMENDMENT TO THE AGREEMENT AMONG THE SACRAMENTO HOUSING AND
REDEVELOPMENT AGENCY, THE CITY OF CITRUS HEIGHTS, THE CITY OF DAVIS, THE CITY OF
ELK GROVE, THE CITY OF RANCHO CORDOVA, THE CITY OF ROCKLIN, THE CITY OF ROSEVILLE,
THE CITY OF WEST SACRAMENTO, THE CITY OF WOODLAND, THE ROSEVILLE HOUSING
AUTHORITY, AND THE HOUSING AUTHORITY OF THE COUNTY OF YOLO FOR COST-SHARING
THE FEES TO CONDUCT AN ASSESSMENT OF FAIR HOUSING**

FIRST AMENDMENT

This First Amendment ("First Amendment") to the Agreement among the Sacramento Housing and Redevelopment Agency, the City of Citrus Heights, the City of Davis, the City of Elk Grove, the City of Rancho Cordova, the City of Rocklin, the City of Roseville, the City of West Sacramento, the City of Woodland, the Roseville Housing Authority, and the Housing Authority of the County of Yolo for Cost-Sharing the Fees to Conduct an Assessment of Fair Housing ("Agreement") is made and entered into as of this ____ day of _____, 2017, by and among the Sacramento Housing and Redevelopment Agency and its constituent entities ("SHRA"), a joint powers authority of the City of Sacramento and County of Sacramento; the City of Citrus Heights ("Citrus Heights"), a municipal corporation; the City of Davis ("Davis"), a municipal corporation; the City of Elk Grove ("Elk Grove"), a municipal corporation; the City of Rancho Cordova ("Rancho Cordova"), a municipal corporation; the City of Rocklin ("Rocklin"), a municipal corporation; the City of Roseville ("Roseville"), a municipal corporation; the City of West Sacramento ("West Sacramento"), a municipal corporation; the City of Woodland ("Woodland"), a municipal corporation; the Roseville Housing Authority, a public body corporate and politic; and the Housing Authority of the County of Yolo, a public body corporate and politic (collectively, the "Parties" and individually, "Party").

RECITALS

WHEREAS, the Parties entered into the Agreement with an effective date of December 14, 2016;

WHEREAS, the original Agreement accounted for a total project budget of \$150,000, to be shared proportionately among the Parties;

WHEREAS, subsequent to the execution of the Agreement, SHRA received proposals in response to a Request for Proposals for Consulting Services for Regional Analysis – Affirmatively Furthering Fair Housing;

WHEREAS, representatives of the Parties reviewed the submitted proposals and, based on the strength of their qualifications, selected a consultant;

WHEREAS, the selected consultant's proposed cost exceeded the \$150,000 total project budget included in the Agreement;

WHEREAS, the Parties desire to increase the total project budget to account for the selected consultant's proposed cost, as well as to include a small amount of contingency funding to cover necessary change orders;

WHEREAS, Section 10 of the Agreement allows for amendments when signed by duly authorized representatives of the Parties.

NOW, THEREFORE, in consideration of the mutual promises made by the Parties set forth in this First Amendment, the Parties agree as follows:

1. Section 8 of the Agreement is hereby amended to replace, in its entirety, the language in the existing Section 8 of the Agreement with the language that follows:

COST SHARING AND REIMBURSEMENT

- A. The total project budget available for the project shall not exceed \$200,000.
 - B. The Parties shall reimburse Managing Agency the sum of the invoice related to the cost of the AFH based on their proportionate share of the renter population in the areas covered by the AFH, as determined by the 2015 American Community Survey five-year estimates (Table B25008). Noted below is each jurisdiction's renter population and share:
 - 1) County of Sacramento – 274,710 or 34.68%
 - 2) City of Sacramento – 244,038 or 30.81%
 - 3) City of Citrus Heights – 38,942 or 4.92%
 - 4) City of Davis – 36,273 or 4.58%
 - 5) City of Elk Grove – 47,316 or 5.97%
 - 6) City of Rancho Cordova – 30,684 or 3.87%
 - 7) City of Rocklin – 18,212 or 2.30%
 - 8) City of Roseville – 43,092 or 5.44%
 - 9) City of West Sacramento – 22,623 or 2.86%
 - 10) City of Woodland – 24,984 or 3.15%
 - 11) Roseville Housing Authority – share included in Roseville and Rocklin numbers
 - 12) Housing Authority of the County of Yolo – 11,252 or 1.42% (excludes Davis, West Sacramento, and Woodland units)
 - C. The Parties shall reimburse the Managing Agency within sixty (60) calendar days after receipt of Managing Agency's invoice for reimbursement of costs.
 - D. If Consultant's performance is not in conformity with the Scope of Work or Schedule of Performance, payments to the Consultant may be delayed or denied, unless otherwise agreed to by each Party in writing.
 - E. If the work is halted at the request of any Party subject to the noticing guidelines set forth in Section 9 of this Agreement, the Managing Agency shall contact Consultant and indicate that Consultant should stop the terminating Party's work. Total compensation to the Consultant shall be based upon the proportion that the work performed bears to the total work required by this Agreement, subject to Section 8.
2. It is the intent of the Parties to continue to be bound by all terms and conditions of the Agreement, all of which are expressly incorporated into this First Amendment by this reference, except as expressly changed by this First Amendment.

3. The person or persons executing this First Amendment on behalf of each Party warrant and represent that they have the authority to execute this First Amendment on behalf of their agency and further warrant and represent that they have the authority to bind the Party to the performance of its obligations hereunder.
4. The Agreement, prior written amendments executed by all Parties, if any, this instrument and any attachments hereto constitute the entire agreement between the Parties concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.
5. The Parties agree and acknowledge that the provisions of this First Amendment have been arrived at through negotiation and that each Party has had a full and fair opportunity to revise the provisions of this First Amendment and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this First Amendment shall not be resolved against the drafting party.

(SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day
and year first written above.

SACRAMENTO HOUSING AND REDEVELOPMENT

AGENCY,

a joint powers authority of the City of Sacramento
and the County of Sacramento

By: _____

LaShelle Dozier
Executive Director

By: _____

Sarah Thomas, SHRA Assistant Director
Housing Choice Voucher Program

By: _____

MaryLiz Paulson, SHRA Assistant Director
Conventional Public Housing Director

Approved as to Form:

By: _____

David Levin, General Counsel

CITY OF CITRUS HEIGHTS,
a municipal corporation

By: _____
Christopher W. Boyd
City Manager

Attest: _____
Amy Van, City Clerk

Approved as to Form:

By: _____
Ruthann Ziegler, City Attorney

CITY OF DAVIS,
a municipal corporation

By: _____
Dirk Brazil
City Manager

Attest: _____
Zoe Mirabile, City Clerk

Approved as to Form:

By: _____
Harriet Steiner, City Attorney

CITY OF ELK GROVE,
a municipal corporation

By: _____
Laura S. Gill
City Manager

Attest: _____
Jason Lindgren, City Clerk

Approved as to Form:

By: _____
Jonathan P. Hobbs, City Attorney

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____
Cyrus Abhar
City Manager

Attest: _____
Mindy Cuppy, City Clerk

Approved as to Form:

By: _____
Adam U. Lindgren, City Attorney

CITY OF ROCKLIN,
a municipal corporation

By: _____
Ricky Horst,
City Manager

Attest: _____
Barbara Ivanusich, City Clerk

Approved as to Form:

By: _____
DeeAnne Gillick, Interim City Attorney

CITY OF ROSEVILLE,
a municipal corporation

By: _____
Rob Jenson
City Manager

Attest: _____
Sonia Orozco, City Clerk

Approved as to Form:

By: _____
Robert R. Schmitt, City Attorney

CITY OF WEST SACRAMENTO,
a municipal corporation

By: _____
Martin Tuttle
City Manager

Attest: _____
Kryss Rankin, City Clerk

Approved as to Form:

By: _____
Jeffrey Mitchell, City Attorney

CITY OF WOODLAND,
a municipal corporation

By: _____
Paul Navazio
City Manager

Attest: _____
Ana B. Gonzalez, City Clerk

Approved as to Form:

By: _____
Kara K. Ueda, City Attorney

ROSEVILLE HOUSING AUTHORITY,
a public housing authority

By: _____
Chris Robles
Executive Director

Attest: _____
Sonia Orozco, Secretary

Approved as to Form:

By: _____
Robert R. Schmitt, General Counsel

HOUSING AUTHORITY OF THE COUNTY OF YOLO,
a public housing authority

By: _____
Lisa A. Baker,
Chief Executive Officer

Approved as to Form:

By: _____
Hope P. Welton, Agency Counsel



COUNCIL COMMUNICATION

CC #: 8501
File #: 0600-01

Title: Municipal Code Amendment - Personnel Rule Change
Contact: Linda Hampton 916-774-5215 lhampton@roseville.ca.us

Meeting Date: 6/7/2017
Item #: 6.30.

RECOMMENDATION TO COUNCIL

It is recommended that City Council approve the first reading of the attached ordinance reflecting changes to the Personnel Rules and Regulations, Municipal Code Title 3, Chapter 3.02, Section 3.02.040 New Positions. It is recommended that the Personnel Rules and Regulations be revised to include administrative authority for the City Manager to create and delete short-term regular positions for up to a maximum of a six (6) month period of time for each such position. These regular, short-term positions shall be tied to the retiring or resigning incumbent and are intended to provide training to the newly hired/promoted employee. Both positions shall have the same job classification and applicable salary range. Once the new employee is trained and/or the retiring employee leaves City service, one of the two positions will be eliminated.

BACKGROUND

Over the next three years, the City is anticipating the retirement of a number of long-term managers who provide key critical services for the City. A review of the demographics of the current City workforce overall indicates that approximately 36% of the workforce is eligible to retire. This staggering statistic mandates that the City focus on succession planning efforts and ensuring that departments are equipped to provide seamless transition of duties to newly hired or promoted employees. The current language in the municipal code does not allow for hiring/promoting new staff into the same position or to create short-term regular positions. The proposed change will provide the departments with the ability to hire/promote a manager's replacement before the manager departs allowing both training and knowledge transfer opportunities.

FISCAL IMPACT

The fiscal impact is based upon the job classification and salary of the newly hired/promoted manager and the additional cost is for no more than a six month period of time. The expectation is that the requesting department will absorb the additional cost and if this is not possible then it will be taken from general fund contingency funds.

ECONOMIC DEVELOPMENT / JOBS CREATED

No new jobs may be created by this action.

ENVIRONMENTAL REVIEW

Personnel Rules and Regulations are not considered a “project” as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines 15378). Consequently no CEQA action is required.

Respectfully Submitted,

Linda Hampton, Human Resources Manager

Gayle Satchwell, Human Resources Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

First Reading RMC 3.02.040 Ordinance

ORDINANCE NO. ____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION
3.02.040 OF CHAPTER 3.02 OF TITLE 3 OF THE ROSEVILLE MUNICIPAL CODE
REGARDING PERSONNEL RULES AND REGULATIONS

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 3.02.040 of Chapter 3.02 of Title 3 of the Roseville Municipal Code is hereby amended to read as follows:

3.02.040 New positions.

A. New positions may be authorized by the city council and added to the classification plan. However, no new position may be filled without the authorization of the city manager who, in so doing, shall determine that sufficient funds are available. When a new position is created, the department head must obtain the city manager's approval to fill the position via the director. The director shall then notify the department head as to the approval and method of filling said position. Except as provided by these rules, or otherwise, no person shall be appointed or employed to fill any new position until the classification plan has been amended by the city council.

B. For management positions only, upon written receipt of a management employee's irrevocable resignation and/or retirement notice, which shall include a final date of employment with the city, and after written acceptance from the director, a new position may be

administratively created by the city manager for purposes of receiving transitional training from the existing resigning and/or retiring incumbent to the respective newly hired or promoted management employee. The limited use and purpose of the subsection is to provide for transitional training for specialized, highly skilled, and/or experienced management-level employee transitions where, based on the nature of the position, it is in the city's best interest for the incumbent to provide institutional and operational position-specific knowledge to the incoming employee to ensure the most efficient and effective transition between the two.

The limited authority herein described is delegated to the city manager from the city council and no change to the classification plan will be required in the creation of the type of position described in this subsection. Prior to approval of the position by the city manager, the requesting department head must identify the source of funding for the transitional training position. The department head must obtain the city manager's approval to fill the position, which shall require approval from the director. The director shall notify the department head as to the approval and method of filling said position.

In no event shall both the incumbent position and the new position – which shall be identical positions, including all job duties, specifications, terms, benefits, pay and probationary period (subject to applicable salary range, e.g. new employee Salary Range B) – be filled for a period exceeding six (6) months. Accordingly, the new position shall not be filled unless and until the incumbent position, based on the written notice and acceptance of the irrevocable resignation and/or retirement, has six (6) or fewer months of remaining employment.

Upon separation from city service by the incumbent, the incumbent's position shall, consistent with the authority herein delegated from the city council to the city manager, cease to exist, leaving only the number of positions allocated to the subject classification pursuant to the

classification plan. Nothing herein shall cause the ultimate number of positions allocated to a classification to change.

SECTION 2. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 3. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC#: 8485

File#: 0323-04 & 0201-01

Title: Animal Control Shelter Project - Funding Correction Budget Adjustment

Contact: Kathy Cullen 916-746-1306 kcullen@roseville.ca.us

Meeting Date: 6/7/2017

Item #: 6.31.

RECOMMENDATION TO COUNCIL

Approve the budget adjustment updating the funding of the Animal Control Shelter project to include a transfer of \$2,280,000 from the PFF.

BACKGROUND

This budget adjustment is an update to funding for the Animal Control Shelter project. When the project budget was established in FY2009-10, there were two funding sources identified for the project: The Strategic Improvement Fund and the Animal Control Shelter Fund. However, the Public Facility Fee (PFF) update, which was approved last fiscal year (FY2015-16), also included partial funding for the Animal Control Shelter project, however, the funding for the project was not updated in the budget to reflect the PFF portion. As a result of this budget adjustment, the Animal Control Shelter project totaling \$7,644,484 will be funded as follows: PFF will fund \$2,280,000, Animal Control Shelter Fund will fund \$804,994, and the SIF will fund \$4,439,490. The fund balance in the Animal Control Shelter Fund will be \$0 at the completion of the projects.

FISCAL IMPACT

The budget adjustment will impact the following funds as follows:

SIF increases by \$2,214,510

Animal Control Shelter Fund increases by \$65,490

PFF decreases by \$2,280,000

There is no impact to the City's General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

No new jobs will be created by this action.

ENVIRONMENTAL REVIEW

The budget adjustment is not considered a “project” as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines 15378). Consequently, no CEQA action is required.

Respectfully Submitted,

Kathy Cullen, Budget Manager

Jay Panzica, Chief Financial Officer



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5835

Budget adjustment

ORDINANCE NO. 5835

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2016-17, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the animal control shelter project (funding correction) per the request of the Finance Department as listed on the attached Request for Budget Adjustment in the amount of \$2,214,510.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:
[A.R. 6.01 Budget Adjustment Policy & Procedure.](#)

REQUESTER*: Kathy Cullen

DEPARTMENT/DIVISION*: Finance/Budget

FISCAL YEAR/EFFECTIVE DATE*: FY2016-17

PROPOSED COUNCIL DATE (if applicable): 06/07/2017

For more detailed budget adjustment training information, including examples, please click on the following link:
[Miscellaneous Budget Training Information.](#)

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
2,280,000	00110	3902	110	109003		Add transfer from PFF to SIF
(65,490)	00110	3902	110	109003		Reduce transfer from ACSF to SIF
\$ 2,214,510	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
2,280,000	00222	8902	222	109003		Add transfer from PFF to SIF
(65,490)	00215	8902	215	109003		Reduce transfer from ACSF to SIF
\$ 2,214,510	TOTAL					

FINANCE USE	Approved:		
		4/27/17	
	BUDGET MANAGER/DESIGNEE	DATE	
		4/27/17	
	FINANCE DIRECTOR	DATE	

Justification for Budget Adjustment*:

The Animal Control shelter project (109003) was not funded correctly in the budget. The funding from PFF was not included. This budget adjustment adds the transfer from PFF to SIF for the PFF funded portion of that project. It also reduces the funding from the animal control shelter fund (ACSF) by \$65,490 as that fund was negative. The reduced transfer exhausts the fund available in the ACSF. The remainder of the transfer from PFF (\$2,214,610) reduced the amount that is funded by the SIF.

Approved:		Approved:	
	5/3/17		
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	CITY MANAGER	DATE



COUNCIL COMMUNICATION

CC #: 8500
File #: 0201-01

Title: Interfund Loan and Budget Adjustment
Contact: Jacquelyn Flickinger 916-774-5516 jflickinger@roseville.ca.us

Meeting Date: 6/7/2017
Item #: 6.32.

RECOMMENDATION TO COUNCIL

Adopt an ordinance approving a Budget Adjustment to establish an interfund loan from Water Construction (481) to Water Operations (480) for the funding of the Advanced Metering Infrastructure project.

BACKGROUND

On September 3, 2015, the City issued the Water Utility Revenue Certificates of Participation, Series 2015 which included a new money component of \$5,000,000 earmarked for water projects including the Advanced Metering Infrastructure project. The new money component of \$5,000,000 is requested to be loaned to the Water Operations Fund (480) for their required contribution of the Advanced Metering Infrastructure project. This interfund loan will be repaid by revenue collected by rate payers at annual principal payments of \$385,000 plus annual interest. The interfund loan will be repaid by July 1, 2029.

FISCAL IMPACT

This action will result in an interfund loan from Water Construction (481) to Water Operations (480) for the funding of the Advanced Metering Infrastructure project in the amount of \$5,000,000.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on federal guidelines approximately one job is created for every \$92,000 in direct government spending. Since this is a budget adjustment, no jobs will be created.

ENVIRONMENTAL REVIEW

A budget adjustment is not considered a project defined by the California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines 15061(b) (3).

Respectfully Submitted,

Jacquelyn Flickinger, Controller

Jay Panzica, Chief Financial Officer



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5838

Budget Adjustment

Loan Request and Amortization Schedule

ORDINANCE NO. 5838

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2016-17, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the funding of the Advanced Metering Infrastructure Project per the request of the Finance Department as listed on the attached Request for Budget Adjustment in the amount of \$5,000,000.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:
[A.R. 6.01 Budget Adjustment Policy & Procedure.](#)

REQUESTER*: Jacquelyn Flickinger

DEPARTMENT/DIVISION*: Finance/Accounting

FISCAL YEAR/EFFECTIVE DATE*: FY 2017

PROPOSED COUNCIL DATE (if applicable): 06/07/2017

For more detailed budget adjustment training information, including examples, please click on the following link:
[Miscellaneous Budget Training Information.](#)

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
5,000,000	00480	3911	480	700481		Transfer In - Advance (Loan from 481 to 480)
\$ 5,000,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
5,000,000	00481	8911	481	700480		Transfer Out - Advance (Loan from 481 to 480)
\$ 5,000,000	TOTAL					

FINANCE USE	Approved:	BUDGET MANAGER/DISENTEE		DATE	Finance Director		DATE
		Nancy Flickinger		5/18/17	Kathy Cullen		5/18/17

Justification for Budget Adjustment:

On September 3, 2015, the City issued the Water Utility Revenue Certificates of Participation, Series 2015 which included a new money component of \$5,000,000 earmarked for water projects including the Advanced Metering Infrastructure project. The new money component of \$5,000,000 is requested to be loaned to the Water Operations Fund (480) for their required contribution of the Advanced Metering Infrastructure project. This interfund loan will repaid by revenue collected by rate payers at annual principal payments of \$385,000 plus annual interest. The interfund loan will be repaid by July 1, 2029.

Approved:	Approved:
Jacquelyn Flickinger	
5/17/17	
REQUESTING DEPARTMENT HEAD / DESIGNEE	CITY MANAGER
DATE	DATE



INTERFUND LOAN REQUEST

Loan Amount:	\$ 5,000,000.00
Fund Receiving Loan:	Water Operations (480)
Fund Providing Loan:	Water Construction (481)
Requested Duration (yrs):	15.00
Requested first payment:	07/01/2017
City Council Date:	06/07/2017
Purpose of Loan:	This loan is for the new money component of the 2015 Water Bonds that was issued for payment of the Advanced Metering Project. The 2015 Bonds were issued in the Water Construction Fund for the Water Operation Fund's portion of this project.
Repayment Source:	The loan will be paid back at \$350,000 per year by Water Rates received in the Water Operations Fund.

FINANCE USE ONLY:

Loan Number:	A40
Project Number:	740040
Interest:	2015 Water Bonds Coupon
Changes to terms:	Principal payment to be \$385,000 to match debt service schedule, final payment to be on 7/1/2029. Interest will be computed based on the 2015 Water Bonds Coupon amount paid annually on July 1.

Requesting Department Approval:

<u>5/8/17</u> Date	<u>Janet Vargas</u> Requestor Signature	<u>5/11/17</u> Date	<u>Richard D. Plecker</u> Department Head Approval
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JANET VARGAS

Print Name

RICHARD PLECKER

Print Name

Finance Department Approval:

<u>5/31/17</u> Date	<u>Jacquelyn Flickinger</u> Controller	<u>5/31/17</u> Date	<u>Jay Panzica</u> Finance Director
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JACQUELYN FLICKINGER

Print Name

JAY PANZICA

Print Name

A40 - 740040**Loan from Water Construction (481) to Water Operations (480)****Council Approval Date** **6/7/2017**

Loan Disbursement Date 6/7/2017

Original Loan Amount \$ 5,000,000

Annual Interest Rate Coupon on 2015 Water Bonds

Loan Period (Years) 13.0

First Principal Payment 7/1/2017

Principal Payment \$ 385,000

Purpose: This loan is for the new money component of the 2015 Water Bonds that was issued for payment of the Advanced Metering Project. The 2015 Bonds were issued in the Water Construction Fund for the Water Operation Fund's portion of this project.

Repayment Source: The loan will be paid back at \$385,000 plus interest per year by Water Rates received in the Water Operations Fund.

Interest Rate

FY18	4.00%
FY19-FY 29	5.00%
FY 30	3.00%

Payment Date	Interest	Principal	Ending Principal Balance	Long Term	Current
06/07/17			5,000,000.00		
06/30/17			5,000,000.00	4,615,000.00	385,000
07/01/17		385,000	4,615,000.00		
06/30/18			4,615,000.00	4,230,000.00	385,000
07/01/18	230,750	385,000	4,230,000.00		
06/30/19			4,230,000.00	3,845,000.00	385,000
07/01/19	211,500	385,000	3,845,000.00		
06/30/20			3,845,000.00	3,460,000.00	385,000
07/01/20	192,250	385,000	3,460,000.00		
06/30/21			3,460,000.00	3,075,000.00	385,000
07/01/21	173,000	385,000	3,075,000.00		
06/30/22			3,075,000.00	2,690,000.00	385,000
07/01/22	153,750	385,000	2,690,000.00		
06/30/23			2,690,000.00	2,305,000.00	385,000
07/01/23	134,500	385,000	2,305,000.00		
06/30/24			2,305,000.00	1,920,000.00	385,000
07/01/24	115,250	385,000	1,920,000.00		
06/30/25			1,920,000.00	1,535,000.00	385,000
07/01/25	96,000	385,000	1,535,000.00		
06/30/26			1,535,000.00	1,150,000.00	385,000
07/01/26	76,750	385,000	1,150,000.00		
06/30/27			1,150,000.00	765,000.00	385,000
07/01/27	57,500	385,000	765,000.00		
06/30/28			765,000.00	380,000.00	385,000
07/01/28	38,250	385,000	380,000.00		
06/30/29			380,000.00		380,000
07/01/29	11,400	380,000	-		



COUNCIL COMMUNICATION

CC #: 8504
File #: 0600-01

Title: Electric Department Job Title Change
Contact: Linda Hampton 916-774-5215 lhampton@roseville.ca.us

Meeting Date: 6/7/2017
Item #: 6.33.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council approve Management A & B salary schedules which reflect the retitling of the Electric Line Construction Supervisor classification to Electric Operations Supervisor to better represent the work being assigned. It is recommended that City Council:

1. Adopt an ordinance to approve the attached Management A & B salary schedules (Appendix K) reflecting the deletion of Electric Line Construction Supervisor (2280,B742) and the addition of Electric Operations Supervisor (2339,B945) effective June 10, 2017; and,
2. Motion to approve the attached Electric Department allocation schedule reflecting the title change effective June 10, 2017.

BACKGROUND

As part of the Municipal Code, the Human Resources Department is charged with maintaining the City's classification plan.

The Electric Department has two Electric Line Construction Supervisor positions that are responsible for supervising line construction and maintenance, troubleshooting, metering, dispatch, warehouse, vegetation management and street lighting operations. Staff is requesting that the job title be changed to Electric Operations Supervisor to better reflect the duties being assigned. The salary schedule would remain the same.

FISCAL IMPACT

The proposed change is to the job title only. The salary schedule will remain the same.

ECONOMIC DEVELOPMENT / JOBS CREATED

No new jobs will be created by this action.

ENVIRONMENTAL REVIEW

Job title changes are not considered a “project” as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines 15378). Consequently no CEQA action is required.

Respectfully Submitted,

Linda Hampton, Human Resources Manager

Gayle Satchwell, Human Resources Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5839

2017-06-10 Management Salary Schedule A

2017-06-10 Management Salary Schedule B

2017-06-10 Electric Allocation Schedule

ORDINANCE NO. 5839

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING
ORDINANCE NO. 5812, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES,
SALARY SCHEDULES A AND B, AS AMENDED BY APPENDIX "K" TO BE EFFECTIVE
JUNE 10, 2017, AS AN URGENCY MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Title and Purpose.

Ordinance No. 5812, the Salary Ordinance for Management Employees, Salary Schedules A and B, is hereby amended as shown on Appendix "K" attached hereto.

DELETION OF CLASSIFICATION:

<u>Classification No.</u>	<u>Position Title</u>	<u>Salary Range</u>
2280/B742	Electric Line Construction Supervisor	8233

ADDITION OF CLASSIFICATION:

<u>Classification No.</u>	<u>Position Title</u>	<u>Salary Range</u>
2339/B945	Electric Operations Supervisor	8233

SECTION 2. Salary Plan Effective Date.

This Ordinance shall be effective June 10, 2017 as an urgency measure.

SECTION 3. Urgency Ordinance.

This ordinance is hereby declared to be an urgency measure, immediately necessary for the public peace, health and safety and shall take effect June 10, 2017. A statement of urgency is as follows:

It is necessary to amend the Salary Ordinance to comply with recently approved changes for the orderly and necessary continuance of operations of the City.

SECTION 4. Posting.

The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the Ordinance Book under the record of the ordinance a certificate under her hand stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
0043	ACCOUNTING SUPERVISOR					
		STEP A	41.0047	3,280.37	7,107.48	85,289.77
		STEP B	43.0549	3,444.39	7,462.84	89,554.19
		STEP C	45.2077	3,616.61	7,836.00	94,032.01
		STEP D	47.4680	3,797.44	8,227.78	98,733.44
		STEP E	49.8415	3,987.32	8,639.19	103,670.32
		STEP F	52.3335	4,186.68	9,071.14	108,853.68
		STEP G	54.9502	4,396.01	9,524.70	114,296.41
0045	ADMIN ANALYST I					
		STEP A	33.2609	2,660.87	5,765.22	69,182.67
		STEP B	34.9239	2,793.91	6,053.47	72,641.71
		STEP C	36.6700	2,933.60	6,356.13	76,273.60
		STEP D	38.5037	3,080.29	6,673.97	80,087.69
		STEP E	40.4288	3,234.30	7,007.65	84,091.90
		STEP F	42.4503	3,396.02	7,358.05	88,296.62
		STEP G	44.5728	3,565.82	7,725.95	92,711.42
0050	ADMIN ANALYST II					
		STEP A	36.5872	2,926.97	6,341.78	76,101.37
		STEP B	38.4165	3,073.32	6,658.86	79,906.32
		STEP C	40.3372	3,226.97	6,991.78	83,901.37
		STEP D	42.3541	3,388.32	7,341.37	88,096.52
		STEP E	44.4717	3,557.73	7,708.42	92,501.13
		STEP F	46.6954	3,735.63	8,093.86	97,126.43
		STEP G	49.0301	3,922.40	8,498.55	101,982.60
0086	ALTERNATIVE TRANSP ANALYST I					
		STEP A	33.7583	2,700.66	5,851.43	70,217.26
		STEP B	35.4464	2,835.71	6,144.04	73,728.51
		STEP C	37.2187	2,977.49	6,451.24	77,414.89
		STEP D	39.0796	3,126.36	6,773.79	81,285.56
		STEP E	41.0335	3,282.68	7,112.47	85,349.68
		STEP F	43.0852	3,446.81	7,468.10	89,617.21
		STEP G	45.2396	3,619.16	7,841.53	94,098.36
0088	ALTERNATIVE TRANSP ANALYST II					
		STEP A	36.5872	2,926.97	6,341.78	76,101.37
		STEP B	38.4165	3,073.32	6,658.86	79,906.32
		STEP C	40.3372	3,226.97	6,991.78	83,901.37
		STEP D	42.3541	3,388.32	7,341.37	88,096.52
		STEP E	44.4717	3,557.73	7,708.42	92,501.13
		STEP F	46.6954	3,735.63	8,093.86	97,126.43
		STEP G	49.0301	3,922.40	8,498.55	101,982.60

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: K
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Effective 06/10/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
0090	ALTERNATIVE TRANSP MGR					
		STEP A	48.1545	3,852.36	8,346.78	100,161.36
		STEP B	50.5623	4,044.98	8,764.13	105,169.58
		STEP C	53.0904	4,247.23	9,202.33	110,428.03
		STEP D	55.7449	4,459.59	9,662.44	115,949.39
		STEP E	58.5322	4,682.57	10,145.58	121,746.97
		STEP F	61.4588	4,916.70	10,652.85	127,834.30
		STEP G	64.5317	5,162.53	11,185.49	134,225.93
0245	ASST CITY ATTORNEY					
		STEP A	71.0229	5,681.83	12,310.63	147,727.63
		STEP B	74.5741	5,965.92	12,926.17	155,114.12
		STEP C	78.3028	6,264.22	13,572.48	162,869.82
		STEP D	82.2179	6,577.43	14,251.10	171,013.23
		STEP E	86.3288	6,906.30	14,963.65	179,563.90
		STEP F	90.6452	7,251.61	15,711.83	188,542.01
		STEP G	95.1775	7,614.20	16,497.43	197,969.20
0250	ASST CITY CLERK					
		STEP A	35.6195	2,849.56	6,174.04	74,088.56
		STEP B	37.4005	2,992.04	6,482.75	77,793.04
		STEP C	39.2706	3,141.64	6,806.90	81,682.84
		STEP D	41.2341	3,298.72	7,147.24	85,766.92
		STEP E	43.2958	3,463.66	7,504.60	90,055.26
		STEP F	45.4606	3,636.84	7,879.83	94,558.04
		STEP G	47.7336	3,818.68	8,273.82	99,285.88
0325	ASST CITY MANAGER					
		STEP A	74.0814	5,926.51	12,840.77	154,089.31
		STEP B	77.7854	6,222.83	13,482.80	161,793.63
		STEP C	81.6747	6,533.97	14,156.94	169,883.37
		STEP D	85.7585	6,860.68	14,864.80	178,377.68
		STEP E	90.0464	7,203.71	15,608.04	187,296.51
		STEP F	94.5487	7,563.89	16,388.44	196,661.29
		STEP G	99.2762	7,942.09	17,207.87	206,494.49
5605	ASST ELEC UTIL DIR-FIN & ADMIN					
		STEP A	77.7298	6,218.38	13,473.16	161,677.98
		STEP B	81.6164	6,529.31	14,146.84	169,762.11
		STEP C	85.6972	6,855.77	14,854.18	178,250.17
		STEP D	89.9819	7,198.55	15,596.86	187,162.35
		STEP E	94.4811	7,558.48	16,376.72	196,520.68
		STEP F	99.2051	7,936.40	17,195.55	206,346.60
		STEP G	104.1655	8,333.24	18,055.35	216,664.24

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: K
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Effective 06/10/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
8553	ASST ELEC UTIL DIR-RESOURCES					
		STEP A	77.7298	6,218.38	13,473.16	161,677.98
		STEP B	81.6164	6,529.31	14,146.84	169,762.11
		STEP C	85.6972	6,855.77	14,854.18	178,250.17
		STEP D	89.9819	7,198.55	15,596.86	187,162.35
		STEP E	94.4811	7,558.48	16,376.72	196,520.68
		STEP F	99.2051	7,936.40	17,195.55	206,346.60
		STEP G	104.1655	8,333.24	18,055.35	216,664.24
0395	ASST ELEC UTIL DIRECTOR					
		STEP A	70.9719	5,677.75	12,301.79	147,621.55
		STEP B	74.5206	5,961.64	12,916.90	155,002.84
		STEP C	78.2466	6,259.72	13,562.74	162,752.92
		STEP D	82.1588	6,572.70	14,240.85	170,890.30
		STEP E	86.2668	6,901.34	14,952.91	179,434.94
		STEP F	90.5802	7,246.41	15,700.56	188,406.81
		STEP G	95.1093	7,608.74	16,485.61	197,827.34
0411	ASST EU DIRECTOR					
		STEP A	62.1514	4,972.11	10,772.90	129,274.91
		STEP B	65.2588	5,220.70	11,311.52	135,738.30
		STEP C	68.5218	5,481.74	11,877.11	142,525.34
		STEP D	71.9478	5,755.82	12,470.95	149,651.42
		STEP E	75.5453	6,043.62	13,094.51	157,134.22
		STEP F	79.3225	6,345.80	13,749.23	164,990.80
		STEP G	83.2886	6,663.08	14,436.69	173,240.28
0480	ASST FIRE CHIEF					
		STEP A	61.2592	4,900.73	10,618.26	127,419.13
		STEP B	64.3221	5,145.76	11,149.16	133,789.96
		STEP C	67.5383	5,403.06	11,706.63	140,479.66
		STEP D	70.9152	5,673.21	12,291.96	147,503.61
		STEP E	74.4609	5,956.87	12,906.55	154,878.67
		STEP F	78.1839	6,254.71	13,551.87	162,622.51
		STEP G	82.0932	6,567.45	14,229.48	170,753.85
0484	ASST HUMAN RESOURCES DIRECTOR					
		STEP A	53.1051	4,248.40	9,204.88	110,458.60
		STEP B	55.7603	4,460.82	9,665.11	115,981.42
		STEP C	58.5483	4,683.86	10,148.37	121,780.46
		STEP D	61.4758	4,918.06	10,655.80	127,869.66
		STEP E	64.5495	5,163.96	11,188.58	134,262.96
		STEP F	67.7770	5,422.16	11,748.01	140,976.16
		STEP G	71.1659	5,693.27	12,335.42	148,025.07

CITY OF ROSEVILLE

SALARY SCHEDULE A

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Effective 06/10/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
0510	ASST POLICE CHIEF					
		STEP A	67.3324	5,386.59	11,670.94	140,051.39
		STEP B	70.6990	5,655.92	12,254.49	147,053.92
		STEP C	74.2339	5,938.71	12,867.20	154,406.51
		STEP D	77.9456	6,235.64	13,510.57	162,126.84
		STEP E	81.8429	6,547.43	14,186.10	170,233.23
		STEP F	85.9350	6,874.80	14,895.40	178,744.80
		STEP G	90.2318	7,218.54	15,640.17	187,682.14
0920	BILLING SERVICES MANAGER					
		STEP A	44.7525	3,580.20	7,757.10	93,085.20
		STEP B	46.9901	3,759.20	8,144.95	97,739.40
		STEP C	49.3396	3,947.16	8,552.19	102,626.36
		STEP D	51.8066	4,144.52	8,979.81	107,757.72
		STEP E	54.3969	4,351.75	9,428.79	113,145.55
		STEP F	57.1168	4,569.34	9,900.24	118,802.94
		STEP G	59.9726	4,797.80	10,395.25	124,743.00
1017	BLDG INSPECTION SUPERVISOR					
		STEP A	40.3307	3,226.45	6,990.65	83,887.85
		STEP B	42.3473	3,387.78	7,340.19	88,082.38
		STEP C	44.4646	3,557.16	7,707.19	92,486.36
		STEP D	46.6877	3,735.01	8,092.53	97,110.41
		STEP E	49.0223	3,921.78	8,497.19	101,966.38
		STEP F	51.4734	4,117.87	8,922.05	107,064.67
		STEP G	54.0470	4,323.76	9,368.14	112,417.76
1043	BLDG OFFICIAL					
		STEP A	50.1505	4,012.04	8,692.75	104,313.04
		STEP B	52.6581	4,212.64	9,127.40	109,528.84
		STEP C	55.2910	4,423.28	9,583.77	115,005.28
		STEP D	58.0555	4,644.44	10,062.95	120,755.44
		STEP E	60.9583	4,876.66	10,566.10	126,793.26
		STEP F	64.0062	5,120.49	11,094.40	133,132.89
		STEP G	67.2065	5,376.52	11,649.12	139,789.52
0910	BUDGET ANALYST I					
		STEP A	34.4334	2,754.67	5,968.45	71,621.47
		STEP B	36.1549	2,892.39	6,266.84	75,202.19
		STEP C	37.9628	3,037.02	6,580.21	78,962.62
		STEP D	39.8610	3,188.88	6,909.24	82,910.88
		STEP E	41.8541	3,348.32	7,254.71	87,056.52
		STEP F	43.9466	3,515.72	7,617.41	91,408.92
		STEP G	46.1440	3,691.52	7,998.29	95,979.52

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: K
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Effective 06/10/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
0915	BUDGET ANALYST II					
		STEP A	37.3182	2,985.45	6,468.48	77,621.85
		STEP B	39.1840	3,134.72	6,791.89	81,502.72
		STEP C	41.1434	3,291.47	7,131.52	85,578.27
		STEP D	43.2005	3,456.04	7,488.08	89,857.04
		STEP E	45.3605	3,628.84	7,862.48	94,349.84
		STEP F	47.6286	3,810.28	8,255.62	99,067.48
		STEP G	50.0100	4,000.80	8,668.40	104,020.80
0930	BUDGET MANAGER					
		STEP A	44.7525	3,580.20	7,757.10	93,085.20
		STEP B	46.9901	3,759.20	8,144.95	97,739.40
		STEP C	49.3396	3,947.16	8,552.19	102,626.36
		STEP D	51.8066	4,144.52	8,979.81	107,757.72
		STEP E	54.3969	4,351.75	9,428.79	113,145.55
		STEP F	57.1168	4,569.34	9,900.24	118,802.94
		STEP G	59.9726	4,797.80	10,395.25	124,743.00
1125	CENTRAL SERVICES DIRECTOR					
		STEP A	60.9892	4,879.13	10,571.46	126,857.53
		STEP B	64.0388	5,123.10	11,100.05	133,200.70
		STEP C	67.2407	5,379.25	11,655.05	139,860.65
		STEP D	70.6027	5,648.21	12,237.80	146,853.61
		STEP E	74.1329	5,930.63	12,849.70	154,196.43
		STEP F	77.8396	6,227.16	13,492.19	161,906.36
		STEP G	81.7316	6,538.52	14,166.81	170,001.72
1245	CHIEF FINANCIAL OFFICER					
		STEP A	86.5875	6,927.00	15,008.50	180,102.00
		STEP B	90.9169	7,273.35	15,758.92	189,107.15
		STEP C	95.4628	7,637.02	16,546.88	198,562.62
		STEP D	100.2359	8,018.87	17,374.22	208,490.67
		STEP E	105.2477	8,419.81	18,242.93	218,915.21
		STEP F	110.5101	8,840.80	19,155.08	229,861.00
		STEP G	116.0356	9,282.84	20,112.83	241,354.04
1180	CHIEF INFORMATION OFFICER					
		STEP A	60.9892	4,879.13	10,571.46	126,857.53
		STEP B	64.0388	5,123.10	11,100.05	133,200.70
		STEP C	67.2407	5,379.25	11,655.05	139,860.65
		STEP D	70.6027	5,648.21	12,237.80	146,853.61
		STEP E	74.1329	5,930.63	12,849.70	154,196.43
		STEP F	77.8396	6,227.16	13,492.19	161,906.36
		STEP G	81.7316	6,538.52	14,166.81	170,001.72

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: K
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Effective 06/10/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
1220	CITY CLERK					
		STEP A	55.5188	4,441.50	9,623.25	115,479.10
		STEP B	58.2948	4,663.58	10,104.43	121,253.18
		STEP C	61.2096	4,896.76	10,609.66	127,315.96
		STEP D	64.2701	5,141.60	11,140.15	133,681.80
		STEP E	67.4836	5,398.68	11,697.15	140,365.88
		STEP F	70.8579	5,668.63	12,282.03	147,384.43
		STEP G	74.4006	5,952.04	12,896.10	154,753.24
1224	CITY LIBRARIAN					
		STEP A	50.0106	4,000.84	8,668.50	104,022.04
		STEP B	52.5111	4,200.88	9,101.92	109,223.08
		STEP C	55.1365	4,410.92	9,556.99	114,683.92
		STEP D	57.8936	4,631.48	10,034.89	120,418.68
		STEP E	60.7880	4,863.04	10,536.58	126,439.04
		STEP F	63.8276	5,106.20	11,063.45	132,761.40
		STEP G	67.0190	5,361.52	11,616.62	139,399.52
1370	CONTROLLER					
		STEP A	46.9901	3,759.20	8,144.95	97,739.40
		STEP B	49.3396	3,947.16	8,552.19	102,626.36
		STEP C	51.8065	4,144.52	8,979.79	107,757.52
		STEP D	54.3969	4,351.75	9,428.79	113,145.55
		STEP E	57.1167	4,569.33	9,900.22	118,802.73
		STEP F	59.9726	4,797.80	10,395.25	124,743.00
		STEP G	62.9712	5,037.69	10,915.00	130,980.09
1645	DEPT PUBLIC INFO OFFICER					
		STEP A	38.3214	3,065.71	6,642.37	79,708.51
		STEP B	40.2376	3,219.00	6,974.51	83,694.20
		STEP C	42.2491	3,379.92	7,323.17	87,878.12
		STEP D	44.3617	3,548.93	7,689.36	92,272.33
		STEP E	46.5799	3,726.39	8,073.84	96,886.19
		STEP F	48.9088	3,912.70	8,477.52	101,730.30
		STEP G	51.3546	4,108.36	8,901.46	106,817.56
1655	DEPUTY CITY ATTORNEY I					
		STEP A	51.0406	4,083.24	8,847.03	106,164.44
		STEP B	53.5926	4,287.40	9,289.38	111,472.60
		STEP C	56.2723	4,501.78	9,753.86	117,046.38
		STEP D	59.0859	4,726.87	10,241.55	122,898.67
		STEP E	62.0402	4,963.21	10,753.63	129,043.61
		STEP F	65.1422	5,211.37	11,291.31	135,495.77
		STEP G	68.3993	5,471.94	11,855.87	142,270.54

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Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
1658	DEPUTY CITY ATTORNEY II					
		STEP A	56.1446	4,491.56	9,731.73	116,780.76
		STEP B	58.9519	4,716.15	10,218.32	122,619.95
		STEP C	61.8995	4,951.96	10,729.24	128,750.96
		STEP D	64.9944	5,199.55	11,265.69	135,188.35
		STEP E	68.2442	5,459.53	11,828.99	141,947.93
		STEP F	71.6564	5,732.51	12,420.44	149,045.31
		STEP G	75.2392	6,019.13	13,041.46	156,497.53
1659	DEPUTY CITY MANAGER					
		STEP A	55.5189	4,441.51	9,623.27	115,479.31
		STEP B	58.2948	4,663.58	10,104.43	121,253.18
		STEP C	61.2096	4,896.76	10,609.66	127,315.96
		STEP D	64.2701	5,141.60	11,140.15	133,681.80
		STEP E	67.4837	5,398.69	11,697.17	140,366.09
		STEP F	70.8579	5,668.63	12,282.03	147,384.43
		STEP G	74.4007	5,952.05	12,896.12	154,753.45
1674	DEVELOPMENT ANALYST I					
		STEP A	33.2609	2,660.87	5,765.22	69,182.67
		STEP B	34.9239	2,793.91	6,053.47	72,641.71
		STEP C	36.6700	2,933.60	6,356.13	76,273.60
		STEP D	38.5037	3,080.29	6,673.97	80,087.69
		STEP E	40.4288	3,234.30	7,007.65	84,091.90
		STEP F	42.4503	3,396.02	7,358.05	88,296.62
		STEP G	44.5728	3,565.82	7,725.95	92,711.42
1675	DEVELOPMENT ANALYST II					
		STEP A	36.5872	2,926.97	6,341.78	76,101.37
		STEP B	38.4165	3,073.32	6,658.86	79,906.32
		STEP C	40.3372	3,226.97	6,991.78	83,901.37
		STEP D	42.3541	3,388.32	7,341.37	88,096.52
		STEP E	44.4717	3,557.73	7,708.42	92,501.13
		STEP F	46.6954	3,735.63	8,093.86	97,126.43
		STEP G	49.0301	3,922.40	8,498.55	101,982.60
1676	DEVELOPMENT SERVICES DIRECTOR					
		STEP A	67.1903	5,375.22	11,646.31	139,755.82
		STEP B	70.5498	5,643.98	12,228.63	146,743.58
		STEP C	74.0772	5,926.17	12,840.04	154,080.57
		STEP D	77.7812	6,222.49	13,482.07	161,784.89
		STEP E	81.6702	6,533.61	14,156.16	169,874.01
		STEP F	85.7538	6,860.30	14,863.99	178,367.90
		STEP G	90.0416	7,203.32	15,607.21	187,286.52

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Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
1695	DEVELOPMENT SERVICES MANAGER					
		STEP A	55.5189	4,441.51	9,623.27	115,479.31
		STEP B	58.2948	4,663.58	10,104.43	121,253.18
		STEP C	61.2096	4,896.76	10,609.66	127,315.96
		STEP D	64.2701	5,141.60	11,140.15	133,681.80
		STEP E	67.4837	5,398.69	11,697.17	140,366.09
		STEP F	70.8579	5,668.63	12,282.03	147,384.43
		STEP G	74.4007	5,952.05	12,896.12	154,753.45
1710	ECONOMIC DEVELOPMENT DIRECTOR					
		STEP A	64.6607	5,172.85	11,207.85	134,494.25
		STEP B	67.8939	5,431.51	11,768.27	141,219.31
		STEP C	71.2886	5,703.08	12,356.69	148,280.28
		STEP D	74.8529	5,988.23	12,974.50	155,694.03
		STEP E	78.5957	6,287.65	13,623.25	163,479.05
		STEP F	82.5255	6,602.04	14,304.42	171,653.04
		STEP G	86.6518	6,932.14	15,019.64	180,235.74
1712	ECONOMIC DEVELOPMENT MANAGER					
		STEP A	50.1075	4,008.60	8,685.30	104,223.60
		STEP B	52.6130	4,209.04	9,119.58	109,435.04
		STEP C	55.2436	4,419.48	9,575.55	114,906.68
		STEP D	58.0058	4,640.46	10,054.33	120,652.06
		STEP E	60.9060	4,872.48	10,557.04	126,684.48
		STEP F	63.9516	5,116.12	11,084.94	133,019.32
		STEP G	67.1490	5,371.92	11,639.16	139,669.92
1310	ELECTRIC BUSINESS ANALYST I					
		STEP A	39.3071	3,144.56	6,813.23	81,758.76
		STEP B	41.2726	3,301.80	7,153.91	85,847.00
		STEP C	43.3361	3,466.88	7,511.59	90,139.08
		STEP D	45.5029	3,640.23	7,887.16	94,646.03
		STEP E	47.7780	3,822.24	8,281.52	99,378.24
		STEP F	50.1669	4,013.35	8,695.59	104,347.15
		STEP G	52.6752	4,214.01	9,130.36	109,564.41
1312	ELECTRIC BUSINESS ANALYST II					
		STEP A	43.2416	3,459.32	7,495.21	89,942.52
		STEP B	45.4038	3,632.30	7,869.99	94,439.90
		STEP C	47.6740	3,813.92	8,263.49	99,161.92
		STEP D	50.0576	4,004.60	8,676.65	104,119.80
		STEP E	52.5605	4,204.84	9,110.48	109,325.84
		STEP F	55.1886	4,415.08	9,566.02	114,792.28
		STEP G	57.9480	4,635.84	10,044.32	120,531.84

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Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
2335	ELECTRIC COMPLIANCE ANALYST					
		STEP A	45.0209	3,601.67	7,803.62	93,643.47
		STEP B	47.2719	3,781.75	8,193.79	98,325.55
		STEP C	49.6356	3,970.84	8,603.50	103,242.04
		STEP D	52.1174	4,169.39	9,033.68	108,404.19
		STEP E	54.7232	4,377.85	9,485.35	113,824.25
		STEP F	57.4593	4,596.74	9,959.61	119,515.34
		STEP G	60.3323	4,826.58	10,457.59	125,491.18
6285	ELECTRIC CUSTOMR PROGRAMS SUPV					
		STEP A	54.7676	4,381.40	9,493.05	113,916.60
		STEP B	57.5059	4,600.47	9,967.68	119,612.27
		STEP C	60.3812	4,830.49	10,466.07	125,592.89
		STEP D	63.4002	5,072.01	10,989.36	131,872.41
		STEP E	66.5703	5,325.62	11,538.85	138,466.22
		STEP F	69.8987	5,591.89	12,115.77	145,389.29
		STEP G	73.3937	5,871.49	12,721.57	152,658.89
2284	ELECTRIC ENGINEERING TECH SUPV					
		STEP A	47.8512	3,828.09	8,294.20	99,530.49
		STEP B	50.2436	4,019.48	8,708.89	104,506.68
		STEP C	52.7559	4,220.47	9,144.35	109,732.27
		STEP D	55.3937	4,431.49	9,601.57	115,218.89
		STEP E	58.1633	4,653.06	10,081.63	120,979.66
		STEP F	61.0715	4,885.72	10,585.72	127,028.72
		STEP G	64.1251	5,130.00	11,115.01	133,380.20
2338	ELECTRIC OPERATIONS MANAGER					
		STEP A	67.5845	5,406.76	11,714.64	140,575.76
		STEP B	70.9637	5,677.09	12,300.37	147,604.49
		STEP C	74.5119	5,960.95	12,915.39	154,984.75
		STEP D	78.2374	6,258.99	13,561.14	162,733.79
		STEP E	82.1493	6,571.94	14,239.21	170,870.54
		STEP F	86.2569	6,900.55	14,951.19	179,414.35
		STEP G	90.5697	7,245.57	15,698.74	188,384.97
2339	ELECTRIC OPERATIONS SUPERVISOR					
		STEP A	61.4415	4,915.32	10,649.86	127,798.32
		STEP B	64.5137	5,161.09	11,182.37	134,188.49
		STEP C	67.7392	5,419.13	11,741.46	140,897.53
		STEP D	71.1263	5,690.10	12,328.55	147,942.70
		STEP E	74.6826	5,974.60	12,944.98	155,339.80
		STEP F	78.4168	6,273.34	13,592.24	163,106.94
		STEP G	82.3374	6,586.99	14,271.81	171,261.79

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Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
2346	ELECTRIC RATES & FINANCL ADMIN					
		STEP A	58.3337	4,666.69	10,111.17	121,334.09
		STEP B	61.2503	4,900.02	10,616.71	127,400.62
		STEP C	64.3128	5,145.02	11,147.55	133,770.62
		STEP D	67.5284	5,402.27	11,704.92	140,459.07
		STEP E	70.9049	5,672.39	12,290.18	147,482.19
		STEP F	74.4500	5,956.00	12,904.66	154,856.00
		STEP G	78.1726	6,253.80	13,549.91	162,599.00
2348	ELECTRIC REGU COMPLNCE ADMNSTR					
		STEP A	67.5845	5,406.76	11,714.64	140,575.76
		STEP B	70.9637	5,677.09	12,300.37	147,604.49
		STEP C	74.5119	5,960.95	12,915.39	154,984.75
		STEP D	78.2374	6,258.99	13,561.14	162,733.79
		STEP E	82.1493	6,571.94	14,239.21	170,870.54
		STEP F	86.2569	6,900.55	14,951.19	179,414.35
		STEP G	90.5697	7,245.57	15,698.74	188,384.97
2314	ELECTRIC RESOURCES ANALYST I					
		STEP A	47.9688	3,837.50	8,314.59	99,775.10
		STEP B	50.3673	4,029.38	8,730.33	104,763.98
		STEP C	52.8855	4,230.84	9,166.82	110,001.84
		STEP D	55.5300	4,442.40	9,625.20	115,502.40
		STEP E	58.3064	4,664.51	10,106.44	121,277.31
		STEP F	61.2217	4,897.73	10,611.76	127,341.13
		STEP G	64.2828	5,142.62	11,142.35	133,708.22
2316	ELECTRIC RESOURCES ANALYST II					
		STEP A	52.7703	4,221.62	9,146.85	109,762.22
		STEP B	55.4088	4,432.70	9,604.19	115,250.30
		STEP C	58.1792	4,654.33	10,084.39	121,012.73
		STEP D	61.0883	4,887.06	10,588.63	127,063.66
		STEP E	64.1427	5,131.41	11,118.06	133,416.81
		STEP F	67.3498	5,387.98	11,673.96	140,087.58
		STEP G	70.7172	5,657.37	12,257.64	147,091.77
2354	ELECTRIC RISK MGMT ADMNSTR					
		STEP A	64.1688	5,133.50	11,122.59	133,471.10
		STEP B	67.3774	5,390.19	11,678.74	140,144.99
		STEP C	70.7462	5,659.69	12,262.67	147,152.09
		STEP D	74.2836	5,942.68	12,875.82	154,509.88
		STEP E	77.9977	6,239.81	13,519.60	162,235.21
		STEP F	81.8976	6,551.80	14,195.58	170,347.00
		STEP G	85.9924	6,879.39	14,905.34	178,864.19

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Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
2352	ELECTRIC SAFETY COORDINATOR					
		STEP A	36.5871	2,926.96	6,341.76	76,101.16
		STEP B	38.4164	3,073.31	6,658.84	79,906.11
		STEP C	40.3371	3,226.96	6,991.76	83,901.16
		STEP D	42.3539	3,388.31	7,341.34	88,096.11
		STEP E	44.4716	3,557.72	7,708.41	92,500.92
		STEP F	46.6952	3,735.61	8,093.83	97,126.01
		STEP G	49.0301	3,922.40	8,498.55	101,982.60
2319	ELECTRIC SUBSTATION SUPERVISOR					
		STEP A	61.4415	4,915.32	10,649.86	127,798.32
		STEP B	64.5137	5,161.09	11,182.37	134,188.49
		STEP C	67.7392	5,419.13	11,741.46	140,897.53
		STEP D	71.1263	5,690.10	12,328.55	147,942.70
		STEP E	74.6826	5,974.60	12,944.98	155,339.80
		STEP F	78.4168	6,273.34	13,592.24	163,106.94
		STEP G	82.3374	6,586.99	14,271.81	171,261.79
2358	ELECTRIC TECHNOLOGY SYST SUPV					
		STEP A	50.0104	4,000.83	8,668.46	104,021.63
		STEP B	52.5110	4,200.88	9,101.90	109,222.88
		STEP C	55.1365	4,410.92	9,556.99	114,683.92
		STEP D	57.8934	4,631.47	10,034.85	120,418.27
		STEP E	60.7880	4,863.04	10,536.58	126,439.04
		STEP F	63.8273	5,106.18	11,063.39	132,760.78
		STEP G	67.0187	5,361.49	11,616.57	139,398.89
2320	ELECTRIC UTILITY DIRECTOR					
		STEP A	99.9138	7,993.10	17,318.39	207,820.70
		STEP B	104.9095	8,392.76	18,184.31	218,211.76
		STEP C	110.1549	8,812.39	19,093.51	229,122.19
		STEP D	115.6627	9,253.01	20,048.20	240,578.41
		STEP E	121.4458	9,715.66	21,050.60	252,607.26
		STEP F	127.5181	10,201.44	22,103.13	265,237.64
		STEP G	133.8940	10,711.52	23,208.29	278,499.52
2378	ELECTRONIC MAINT COORDINATOR					
		STEP A	39.2746	3,141.96	6,807.59	81,691.16
		STEP B	41.2384	3,299.07	7,147.98	85,775.87
		STEP C	43.3003	3,464.02	7,505.38	90,064.62
		STEP D	45.4653	3,637.22	7,880.65	94,567.82
		STEP E	47.7384	3,819.07	8,274.65	99,295.87
		STEP F	50.1254	4,010.03	8,688.40	104,260.83
		STEP G	52.6317	4,210.53	9,122.82	109,473.93

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Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
2415	EMS QUAL ASSURANCE COORDINATOR					
		STEP A	45.1917	3,615.33	7,833.22	93,998.73
		STEP B	47.4512	3,796.09	8,224.87	98,698.49
		STEP C	49.8239	3,985.91	8,636.14	103,633.71
		STEP D	52.3152	4,185.21	9,067.96	108,815.61
		STEP E	54.9309	4,394.47	9,521.35	114,256.27
		STEP F	57.6775	4,614.20	9,997.43	119,969.20
		STEP G	60.5613	4,844.90	10,497.29	125,967.50
2500	ENERGY SERVICES ACCOUNT REP I					
		STEP A	39.3599	3,148.79	6,822.38	81,868.59
		STEP B	41.3279	3,306.23	7,163.50	85,962.03
		STEP C	43.3942	3,471.53	7,521.66	90,259.93
		STEP D	45.5640	3,645.12	7,897.76	94,773.12
		STEP E	47.8421	3,827.36	8,292.63	99,511.56
		STEP F	50.2342	4,018.73	8,707.26	104,487.13
		STEP G	52.7459	4,219.67	9,142.62	109,711.47
2501	ENERGY SERVICES ACCOUNT REP II					
		STEP A	43.2959	3,463.67	7,504.62	90,055.47
		STEP B	45.4605	3,636.84	7,879.82	94,557.84
		STEP C	47.7337	3,818.69	8,273.84	99,286.09
		STEP D	50.1204	4,009.63	8,687.53	104,250.43
		STEP E	52.6264	4,210.11	9,121.90	109,462.91
		STEP F	55.2577	4,420.61	9,578.00	114,936.01
		STEP G	58.0206	4,641.64	10,056.90	120,682.84
1277	ENGINEERING MANAGER					
		STEP A	56.5013	4,520.10	9,793.55	117,522.70
		STEP B	59.3265	4,746.12	10,283.26	123,399.12
		STEP C	62.2925	4,983.40	10,797.36	129,568.40
		STEP D	65.4073	5,232.58	11,337.26	136,047.18
		STEP E	68.6775	5,494.20	11,904.10	142,849.20
		STEP F	72.1113	5,768.90	12,499.29	149,991.50
		STEP G	75.7169	6,057.35	13,124.26	157,491.15
2540	ENVIRONMENTAL COORDINATOR					
		STEP A	42.0752	3,366.01	7,293.03	87,516.41
		STEP B	44.1791	3,534.32	7,657.71	91,892.52
		STEP C	46.3881	3,711.04	8,040.60	96,487.24
		STEP D	48.7074	3,896.59	8,442.61	101,311.39
		STEP E	51.1428	4,091.42	8,864.75	106,377.02
		STEP F	53.6998	4,295.98	9,307.96	111,695.58
		STEP G	56.3849	4,510.79	9,773.38	117,280.59

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Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
2541	ENVIRONMENTAL UTIL COMPL ADMIN					
		STEP A	42.0733	3,365.86	7,292.70	87,512.46
		STEP B	44.1769	3,534.15	7,657.32	91,887.95
		STEP C	46.3857	3,710.85	8,040.18	96,482.25
		STEP D	48.7050	3,896.40	8,442.20	101,306.40
		STEP E	51.1401	4,091.20	8,864.28	106,371.40
		STEP F	53.6972	4,295.77	9,307.51	111,690.17
		STEP G	56.3820	4,510.56	9,772.88	117,274.56
1684	ENVIRONMENTAL UTIL DIRECTOR					
		STEP A	74.5054	5,960.43	12,914.26	154,971.23
		STEP B	78.2306	6,258.44	13,559.97	162,719.64
		STEP C	82.1421	6,571.36	14,237.96	170,855.56
		STEP D	86.2493	6,899.94	14,949.87	179,398.54
		STEP E	90.5617	7,244.93	15,697.36	188,368.33
		STEP F	95.0898	7,607.18	16,482.23	197,786.78
		STEP G	99.8443	7,987.54	17,306.34	207,676.14
2565	EQUIPMENT MAINT SUPERVISOR					
		STEP A	31.4681	2,517.44	5,454.47	65,453.64
		STEP B	33.0415	2,643.32	5,727.19	68,726.32
		STEP C	34.6936	2,775.48	6,013.55	72,162.68
		STEP D	36.4283	2,914.26	6,314.23	75,770.86
		STEP E	38.2497	3,059.97	6,629.94	79,559.37
		STEP F	40.1622	3,212.97	6,961.44	83,537.37
		STEP G	42.1703	3,373.62	7,309.51	87,714.22
6520	ERP MANAGER					
		STEP A	48.3018	3,864.14	8,372.31	100,467.74
		STEP B	50.7170	4,057.36	8,790.94	105,491.36
		STEP C	53.2529	4,260.23	9,230.50	110,766.03
		STEP D	55.9154	4,473.23	9,692.00	116,304.03
		STEP E	58.7112	4,696.89	10,176.60	122,119.29
		STEP F	61.6468	4,931.74	10,685.44	128,225.34
		STEP G	64.7291	5,178.32	11,219.71	134,636.52
2548	EU BUSINESS SVCS ADMINISTRATOR					
		STEP A	42.9160	3,433.28	7,438.77	89,265.28
		STEP B	45.0618	3,604.94	7,810.71	93,728.54
		STEP C	47.3149	3,785.19	8,201.24	98,414.99
		STEP D	49.6806	3,974.44	8,611.30	103,335.64
		STEP E	52.1646	4,173.16	9,041.86	108,502.36
		STEP F	54.7729	4,381.83	9,493.96	113,927.63
		STEP G	57.5115	4,600.92	9,968.66	119,623.92

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Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
2546	EU RATE ANALYST I					
		STEP A	34.4334	2,754.67	5,968.45	71,621.47
		STEP B	36.1550	2,892.40	6,266.86	75,202.40
		STEP C	37.9628	3,037.02	6,580.21	78,962.62
		STEP D	39.8609	3,188.87	6,909.22	82,910.67
		STEP E	41.8540	3,348.32	7,254.69	87,056.32
		STEP F	43.9467	3,515.73	7,617.42	91,409.13
		STEP G	46.1440	3,691.52	7,998.29	95,979.52
2547	EU RATE ANALYST II					
		STEP A	37.3182	2,985.45	6,468.48	77,621.85
		STEP B	39.1841	3,134.72	6,791.91	81,502.92
		STEP C	41.1434	3,291.47	7,131.52	85,578.27
		STEP D	43.2005	3,456.04	7,488.08	89,857.04
		STEP E	45.3605	3,628.84	7,862.48	94,349.84
		STEP F	47.6286	3,810.28	8,255.62	99,067.48
		STEP G	50.0100	4,000.80	8,668.40	104,020.80
3395	FACILITIES MANAGER					
		STEP A	40.8297	3,266.37	7,077.14	84,925.77
		STEP B	42.8712	3,429.69	7,431.00	89,172.09
		STEP C	45.0147	3,601.17	7,802.54	93,630.57
		STEP D	47.2655	3,781.24	8,192.68	98,312.24
		STEP E	49.6288	3,970.30	8,602.32	103,227.90
		STEP F	52.1102	4,168.81	9,032.43	108,389.21
		STEP G	54.7157	4,377.25	9,484.05	113,808.65
3301	FINANCE DIRECTOR					
		STEP A	67.0881	5,367.04	11,628.60	139,543.24
		STEP B	70.4426	5,635.40	12,210.05	146,520.60
		STEP C	73.9648	5,917.18	12,820.56	153,846.78
		STEP D	77.6629	6,213.03	13,461.56	161,538.83
		STEP E	81.5462	6,523.69	14,134.67	169,616.09
		STEP F	85.6235	6,849.88	14,841.40	178,096.88
		STEP G	89.9047	7,192.37	15,583.48	187,001.77
2900	FINANCE MANAGER					
		STEP A	44.7525	3,580.20	7,757.10	93,085.20
		STEP B	46.9901	3,759.20	8,144.95	97,739.40
		STEP C	49.3396	3,947.16	8,552.19	102,626.36
		STEP D	51.8066	4,144.52	8,979.81	107,757.72
		STEP E	54.3969	4,351.75	9,428.79	113,145.55
		STEP F	57.1168	4,569.34	9,900.24	118,802.94
		STEP G	59.9726	4,797.80	10,395.25	124,743.00

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3310	FINANCE SUPERVISOR					
		STEP A	36.3377	2,907.01	6,298.53	75,582.41
		STEP B	38.1543	3,052.34	6,613.41	79,360.94
		STEP C	40.0622	3,204.97	6,944.11	83,329.37
		STEP D	42.0654	3,365.23	7,291.33	87,496.03
		STEP E	44.1686	3,533.48	7,655.89	91,870.68
		STEP F	46.3770	3,710.16	8,038.68	96,464.16
		STEP G	48.6957	3,895.65	8,440.58	101,287.05
3391	FIRE BATTALION CHIEF (8HR)					
		STEP A	51.1945	4,095.56	8,873.71	106,484.56
		STEP B	53.1586	4,252.68	9,214.15	110,569.88
		STEP C	55.8162	4,465.29	9,674.80	116,097.69
		STEP D	58.6075	4,688.60	10,158.63	121,903.60
		STEP E	61.5376	4,923.00	10,666.51	127,998.20
		STEP F	64.6146	5,169.16	11,199.86	134,398.36
		STEP G	67.8453	5,427.62	11,759.85	141,118.22
0905	FIRE BATTALION CHIEF (24HR)					
		STEP A	36.1622	4,050.16	8,775.36	105,304.32
		STEP B	37.9704	4,252.68	9,214.15	110,569.80
		STEP C	39.8687	4,465.29	9,674.80	116,097.65
		STEP D	41.8625	4,688.60	10,158.63	121,903.60
		STEP E	43.9555	4,923.01	10,666.53	127,998.41
		STEP F	46.1533	5,169.16	11,199.86	134,398.40
		STEP G	48.4609	5,427.62	11,759.84	141,118.14
3330	FIRE CHIEF					
		STEP A	72.7667	5,821.33	12,612.89	151,354.73
		STEP B	76.4051	6,112.40	13,243.55	158,922.60
		STEP C	80.2252	6,418.01	13,905.70	166,868.41
		STEP D	84.2366	6,738.92	14,601.01	175,212.12
		STEP E	88.4484	7,075.87	15,331.05	183,972.67
		STEP F	92.8706	7,429.64	16,097.57	193,170.84
		STEP G	97.5142	7,801.13	16,902.46	202,829.53
3332	FIRE DIVISION CHIEF					
		STEP A	55.6902	4,455.21	9,652.96	115,835.61
		STEP B	58.4747	4,677.97	10,135.61	121,627.37
		STEP C	61.3984	4,911.87	10,642.38	127,708.67
		STEP D	64.4683	5,157.46	11,174.50	134,094.06
		STEP E	67.6918	5,415.34	11,733.24	140,798.94
		STEP F	71.0764	5,686.11	12,319.90	147,838.91
		STEP G	74.6301	5,970.40	12,935.88	155,230.60

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Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
3392	FLEET MANAGER					
		STEP A	40.8297	3,266.37	7,077.14	84,925.77
		STEP B	42.8712	3,429.69	7,431.00	89,172.09
		STEP C	45.0147	3,601.17	7,802.54	93,630.57
		STEP D	47.2655	3,781.24	8,192.68	98,312.24
		STEP E	49.6288	3,970.30	8,602.32	103,227.90
		STEP F	52.1102	4,168.81	9,032.43	108,389.21
		STEP G	54.7157	4,377.25	9,484.05	113,808.65
3451	GOVERNMENT RELATIONS ADMINISTR					
		STEP A	43.9043	3,512.34	7,610.07	91,320.94
		STEP B	46.0995	3,687.96	7,990.58	95,886.96
		STEP C	48.4044	3,872.35	8,390.09	100,681.15
		STEP D	50.8248	4,065.98	8,809.63	105,715.58
		STEP E	53.3660	4,269.28	9,250.10	111,001.28
		STEP F	56.0343	4,482.74	9,712.61	116,551.34
		STEP G	58.8358	4,706.86	10,198.20	122,378.46
3589	HOUSING MANAGER					
		STEP A	43.4430	3,475.44	7,530.12	90,361.44
		STEP B	45.6170	3,649.36	7,906.94	94,883.36
		STEP C	47.8979	3,831.83	8,302.30	99,627.63
		STEP D	50.2928	4,023.42	8,717.41	104,609.02
		STEP E	52.8074	4,224.59	9,153.28	109,839.39
		STEP F	55.4478	4,435.82	9,610.95	115,331.42
		STEP G	58.2202	4,657.61	10,091.50	121,098.01
3590	HOUSING SUPERVISOR					
		STEP A	36.5872	2,926.97	6,341.78	76,101.37
		STEP B	38.4165	3,073.32	6,658.86	79,906.32
		STEP C	40.3372	3,226.97	6,991.78	83,901.37
		STEP D	42.3541	3,388.32	7,341.37	88,096.52
		STEP E	44.4717	3,557.73	7,708.42	92,501.13
		STEP F	46.6954	3,735.63	8,093.86	97,126.43
		STEP G	49.0301	3,922.40	8,498.55	101,982.60
3594	HUMAN RESOURCES ANALYST I					
		STEP A	32.3413	2,587.30	5,605.82	67,269.90
		STEP B	33.9584	2,716.67	5,886.12	70,633.47
		STEP C	35.6563	2,852.50	6,180.42	74,165.10
		STEP D	37.4392	2,995.13	6,489.46	77,873.53
		STEP E	39.3111	3,144.88	6,813.92	81,767.08
		STEP F	41.2767	3,302.13	7,154.62	85,855.53
		STEP G	43.3405	3,467.24	7,512.35	90,148.24

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Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
3596	HUMAN RESOURCES ANALYST II					
		STEP A	35.5826	2,846.60	6,167.65	74,011.80
		STEP B	37.3617	2,988.93	6,476.02	77,712.33
		STEP C	39.2298	3,138.38	6,799.83	81,597.98
		STEP D	41.1913	3,295.30	7,139.82	85,677.90
		STEP E	43.2509	3,460.07	7,496.82	89,961.87
		STEP F	45.4134	3,633.07	7,871.65	94,459.87
		STEP G	47.6841	3,814.72	8,265.24	99,182.92
3598	HUMAN RESOURCES DIRECTOR					
		STEP A	61.0708	4,885.66	10,585.60	127,027.26
		STEP B	64.1243	5,129.94	11,114.87	133,378.54
		STEP C	67.3305	5,386.44	11,670.62	140,047.44
		STEP D	70.6971	5,655.76	12,254.16	147,049.96
		STEP E	74.2321	5,938.56	12,866.89	154,402.76
		STEP F	77.9437	6,235.49	13,510.24	162,122.89
		STEP G	81.8408	6,547.26	14,185.73	170,228.86
3599	HUMAN RESOURCES MANAGER					
		STEP A	41.6683	3,333.46	7,222.50	86,670.06
		STEP B	43.7518	3,500.14	7,583.64	91,003.74
		STEP C	45.9395	3,675.16	7,962.84	95,554.16
		STEP D	48.2364	3,858.91	8,360.97	100,331.71
		STEP E	50.6482	4,051.85	8,779.02	105,348.25
		STEP F	53.1808	4,254.46	9,218.00	110,616.06
		STEP G	55.8398	4,467.18	9,678.89	116,146.78
3625	INFO SECURITY ADMINISTRATOR					
		STEP A	42.8581	3,428.64	7,428.73	89,144.84
		STEP B	45.0010	3,600.08	7,800.17	93,602.08
		STEP C	47.2510	3,780.08	8,190.17	98,282.08
		STEP D	49.6135	3,969.08	8,599.67	103,196.08
		STEP E	52.0942	4,167.53	9,029.66	108,355.93
		STEP F	54.6989	4,375.91	9,481.14	113,773.71
		STEP G	57.4339	4,594.71	9,955.20	119,462.51
3740	INTERPRETIVE SRVCS SUPERVISOR					
		STEP A	34.8445	2,787.56	6,039.71	72,476.56
		STEP B	36.5866	2,926.92	6,341.67	76,100.12
		STEP C	38.4161	3,073.28	6,658.79	79,905.48
		STEP D	40.3369	3,226.95	6,991.72	83,900.75
		STEP E	42.3537	3,388.29	7,341.30	88,095.69
		STEP F	44.4713	3,557.70	7,708.35	92,500.30
		STEP G	46.6949	3,735.59	8,093.78	97,125.39

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Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
3601	IT DIVISION MANAGER					
		STEP A	48.3018	3,864.14	8,372.31	100,467.74
		STEP B	50.7170	4,057.36	8,790.94	105,491.36
		STEP C	53.2529	4,260.23	9,230.50	110,766.03
		STEP D	55.9154	4,473.23	9,692.00	116,304.03
		STEP E	58.7112	4,696.89	10,176.60	122,119.29
		STEP F	61.6468	4,931.74	10,685.44	128,225.34
		STEP G	64.7291	5,178.32	11,219.71	134,636.52
3602	IT PROGRAM MANAGER					
		STEP A	43.9092	3,512.73	7,610.92	91,331.13
		STEP B	46.1046	3,688.36	7,991.46	95,897.56
		STEP C	48.4098	3,872.78	8,391.03	100,692.38
		STEP D	50.8304	4,066.43	8,810.60	105,727.23
		STEP E	53.3719	4,269.75	9,251.12	111,013.55
		STEP F	56.0403	4,483.22	9,713.65	116,563.82
		STEP G	58.8424	4,707.39	10,199.34	122,392.19
3810	KEY ACCOUNTS REPRESENTATIVE					
		STEP A	47.6233	3,809.86	8,254.70	99,056.46
		STEP B	50.0044	4,000.35	8,667.42	104,009.15
		STEP C	52.5047	4,200.37	9,100.81	109,209.77
		STEP D	55.1299	4,410.39	9,555.84	114,670.19
		STEP E	57.8863	4,630.90	10,033.62	120,403.50
		STEP F	60.7806	4,862.44	10,535.30	126,423.64
		STEP G	63.8196	5,105.56	11,062.06	132,744.76
4246	LIBRARY SUPERVISOR					
		STEP A	32.1157	2,569.25	5,566.72	66,800.65
		STEP B	33.7218	2,697.74	5,845.11	70,141.34
		STEP C	35.4077	2,832.61	6,137.33	73,648.01
		STEP D	37.1782	2,974.25	6,444.22	77,330.65
		STEP E	39.0370	3,122.96	6,766.41	81,196.96
		STEP F	40.9889	3,279.11	7,104.74	85,256.91
		STEP G	43.0383	3,443.06	7,459.97	89,519.66
4449	MANAGEMENT ANALYST					
		STEP A	38.4165	3,073.32	6,658.86	79,906.32
		STEP B	40.3372	3,226.97	6,991.78	83,901.37
		STEP C	42.3541	3,388.32	7,341.37	88,096.52
		STEP D	44.4717	3,557.73	7,708.42	92,501.13
		STEP E	46.6954	3,735.63	8,093.86	97,126.43
		STEP F	49.0301	3,922.40	8,498.55	101,982.60
		STEP G	51.4815	4,118.52	8,923.46	107,081.52

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MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
4509	MAPPING SUPERVISOR					
		STEP A	36.5871	2,926.96	6,341.76	76,101.16
		STEP B	38.4164	3,073.31	6,658.84	79,906.11
		STEP C	40.3371	3,226.96	6,991.76	83,901.16
		STEP D	42.3539	3,388.31	7,341.34	88,096.11
		STEP E	44.4716	3,557.72	7,708.41	92,500.92
		STEP F	46.6952	3,735.61	8,093.83	97,126.01
		STEP G	49.0301	3,922.40	8,498.55	101,982.60
4960	OPEN SPACE SUPERINTENDENT					
		STEP A	40.3361	3,226.88	6,991.59	83,899.08
		STEP B	42.3530	3,388.24	7,341.18	88,094.24
		STEP C	44.4707	3,557.65	7,708.25	92,499.05
		STEP D	46.6942	3,735.53	8,093.66	97,123.93
		STEP E	49.0292	3,922.33	8,498.39	101,980.73
		STEP F	51.4803	4,118.42	8,923.25	107,079.02
		STEP G	54.0543	4,324.34	9,369.41	112,432.94
5020	PARK DEVELOPMENT ANALYST I					
		STEP A	33.2609	2,660.87	5,765.22	69,182.67
		STEP B	34.9239	2,793.91	6,053.47	72,641.71
		STEP C	36.6700	2,933.60	6,356.13	76,273.60
		STEP D	38.5037	3,080.29	6,673.97	80,087.69
		STEP E	40.4288	3,234.30	7,007.65	84,091.90
		STEP F	42.4503	3,396.02	7,358.05	88,296.62
		STEP G	44.5728	3,565.82	7,725.95	92,711.42
5022	PARK DEVELOPMENT ANALYST II					
		STEP A	36.5872	2,926.97	6,341.78	76,101.37
		STEP B	38.4165	3,073.32	6,658.86	79,906.32
		STEP C	40.3372	3,226.97	6,991.78	83,901.37
		STEP D	42.3541	3,388.32	7,341.37	88,096.52
		STEP E	44.4717	3,557.73	7,708.42	92,501.13
		STEP F	46.6954	3,735.63	8,093.86	97,126.43
		STEP G	49.0301	3,922.40	8,498.55	101,982.60
5024	PARK PLANNING & DEVELOPMT SUPT					
		STEP A	40.3363	3,226.90	6,991.62	83,899.50
		STEP B	42.3531	3,388.24	7,341.20	88,094.44
		STEP C	44.4708	3,557.66	7,708.27	92,499.26
		STEP D	46.6942	3,735.53	8,093.66	97,123.93
		STEP E	49.0293	3,922.34	8,498.41	101,980.94
		STEP F	51.4805	4,118.44	8,923.28	107,079.44
		STEP G	54.0543	4,324.34	9,369.41	112,432.94

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
5090	PARKS SUPERINTENDENT					
		STEP A	40.3363	3,226.90	6,991.62	83,899.50
		STEP B	42.3531	3,388.24	7,341.20	88,094.44
		STEP C	44.4708	3,557.66	7,708.27	92,499.26
		STEP D	46.6942	3,735.53	8,093.66	97,123.93
		STEP E	49.0293	3,922.34	8,498.41	101,980.94
		STEP F	51.4805	4,118.44	8,923.28	107,079.44
		STEP G	54.0543	4,324.34	9,369.41	112,432.94
5069	PARKS SUPERVISOR					
		STEP A	34.8445	2,787.56	6,039.71	72,476.56
		STEP B	36.5867	2,926.93	6,341.69	76,100.33
		STEP C	38.4162	3,073.29	6,658.80	79,905.69
		STEP D	40.3369	3,226.95	6,991.72	83,900.75
		STEP E	42.3537	3,388.29	7,341.30	88,095.69
		STEP F	44.4713	3,557.70	7,708.35	92,500.30
		STEP G	46.6949	3,735.59	8,093.78	97,125.39
5082	PARKS,REC & LIBRARIES DIRECTOR					
		STEP A	66.0802	5,286.41	11,453.90	137,446.81
		STEP B	69.3842	5,550.73	12,026.59	144,319.13
		STEP C	72.8533	5,828.26	12,627.90	151,534.86
		STEP D	76.4960	6,119.68	13,259.30	159,111.68
		STEP E	80.3208	6,425.66	13,922.27	167,067.26
		STEP F	84.3370	6,746.96	14,618.41	175,420.96
		STEP G	88.5538	7,084.30	15,349.32	184,191.90
5010	PARKS,REC & LIBRARY BUS ADMSTR					
		STEP A	40.2452	3,219.61	6,975.83	83,710.01
		STEP B	42.2576	3,380.60	7,324.65	87,895.80
		STEP C	44.3703	3,549.62	7,690.85	92,290.22
		STEP D	46.5888	3,727.10	8,075.39	96,904.70
		STEP E	48.9184	3,913.47	8,479.18	101,750.27
		STEP F	51.3641	4,109.12	8,903.11	106,837.32
		STEP G	53.9324	4,314.59	9,348.28	112,179.39
5309	PLANNING MANAGER					
		STEP A	55.5189	4,441.51	9,623.27	115,479.31
		STEP B	58.2948	4,663.58	10,104.43	121,253.18
		STEP C	61.2096	4,896.76	10,609.66	127,315.96
		STEP D	64.2701	5,141.60	11,140.15	133,681.80
		STEP E	67.4837	5,398.69	11,697.17	140,366.09
		STEP F	70.8579	5,668.63	12,282.03	147,384.43
		STEP G	74.4007	5,952.05	12,896.12	154,753.45

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: K
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Effective 06/10/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
5400	POLICE CAPTAIN	STEP A	58.5500	4,684.00	10,148.66	121,784.00
		STEP B	61.4775	4,918.20	10,656.10	127,873.20
		STEP C	64.5514	5,164.11	11,188.90	134,266.91
		STEP D	67.7789	5,422.31	11,748.34	140,980.11
		STEP E	71.1679	5,693.43	12,335.76	148,029.23
		STEP F	74.7263	5,978.10	12,952.55	155,430.70
		STEP G	78.4626	6,277.00	13,600.18	163,202.20
5410	POLICE CHIEF	STEP A	83.8045	6,704.36	14,526.11	174,313.36
		STEP B	87.9947	7,039.57	15,252.41	183,028.97
		STEP C	92.3944	7,391.55	16,015.02	192,180.35
		STEP D	97.0141	7,761.12	16,815.77	201,789.32
		STEP E	101.8649	8,149.19	17,656.58	211,878.99
		STEP F	106.9581	8,556.64	18,539.40	222,472.84
		STEP G	112.3060	8,984.48	19,466.37	233,596.48
5420	POLICE LIEUTENANT	STEP A	53.1477	4,251.81	9,212.26	110,547.21
		STEP B	55.8051	4,464.40	9,672.88	116,074.60
		STEP C	58.5953	4,687.62	10,156.51	121,878.22
		STEP D	61.5251	4,922.00	10,664.35	127,972.20
		STEP E	64.6014	5,168.11	11,197.57	134,370.91
		STEP F	67.8314	5,426.51	11,757.44	141,089.31
		STEP G	71.2230	5,697.84	12,345.32	148,143.84
5489	POLICE SERVICES ADMINISTRATOR	STEP A	41.4691	3,317.52	7,187.97	86,255.72
		STEP B	43.5427	3,483.41	7,547.40	90,568.81
		STEP C	45.7198	3,657.58	7,924.76	95,097.18
		STEP D	48.0058	3,840.46	8,321.00	99,852.06
		STEP E	50.4061	4,032.48	8,737.05	104,844.68
		STEP F	52.9264	4,234.11	9,173.90	110,086.91
		STEP G	55.5728	4,445.82	9,632.61	115,591.42
5485	POLICE SOCIAL SVCS ADMINSTR	STEP A	43.9043	3,512.34	7,610.07	91,320.94
		STEP B	46.0995	3,687.96	7,990.58	95,886.96
		STEP C	48.4044	3,872.35	8,390.09	100,681.15
		STEP D	50.8248	4,065.98	8,809.63	105,715.58
		STEP E	53.3660	4,269.28	9,250.10	111,001.28
		STEP F	56.0343	4,482.74	9,712.61	116,551.34
		STEP G	58.8358	4,706.86	10,198.20	122,378.46

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Effective 06/10/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
5505	POWER ENGINEERING MANAGER					
		STEP A	67.5845	5,406.76	11,714.64	140,575.76
		STEP B	70.9637	5,677.09	12,300.37	147,604.49
		STEP C	74.5119	5,960.95	12,915.39	154,984.75
		STEP D	78.2374	6,258.99	13,561.14	162,733.79
		STEP E	82.1493	6,571.94	14,239.21	170,870.54
		STEP F	86.2569	6,900.55	14,951.19	179,414.35
		STEP G	90.5697	7,245.57	15,698.74	188,384.97
5600	POWER GENERATION SUPERTINDENT					
		STEP A	62.0272	4,962.17	10,751.38	129,016.57
		STEP B	65.1286	5,210.28	11,288.95	135,467.48
		STEP C	68.3849	5,470.79	11,853.38	142,240.59
		STEP D	71.8041	5,744.32	12,446.04	149,352.52
		STEP E	75.3944	6,031.55	13,068.36	156,820.35
		STEP F	79.1642	6,333.13	13,721.79	164,661.53
		STEP G	83.1225	6,649.80	14,407.90	172,894.80
5530	POWER PLANT OPS & MAINT SUPV					
		STEP A	59.0692	4,725.53	10,238.66	122,863.93
		STEP B	62.0227	4,961.81	10,750.60	129,007.21
		STEP C	65.1239	5,209.91	11,288.14	135,457.71
		STEP D	68.3800	5,470.40	11,852.53	142,230.40
		STEP E	71.7990	5,743.92	12,445.16	149,341.92
		STEP F	75.3889	6,031.11	13,067.40	156,808.91
		STEP G	79.1584	6,332.67	13,720.78	164,649.47
5535	POWER SUPPLY & PORTFOLIO ADMST					
		STEP A	64.1688	5,133.50	11,122.59	133,471.10
		STEP B	67.3774	5,390.19	11,678.74	140,144.99
		STEP C	70.7462	5,659.69	12,262.67	147,152.09
		STEP D	74.2836	5,942.68	12,875.82	154,509.88
		STEP E	77.9977	6,239.81	13,519.60	162,235.21
		STEP F	81.8976	6,551.80	14,195.58	170,347.00
		STEP G	85.9924	6,879.39	14,905.34	178,864.19
5519	PREVENTATIVE MAINT SUPERVISOR					
		STEP A	42.7162	3,417.29	7,404.14	88,849.69
		STEP B	44.8518	3,588.14	7,774.31	93,291.74
		STEP C	47.0943	3,767.54	8,163.01	97,956.14
		STEP D	49.4492	3,955.93	8,571.19	102,854.33
		STEP E	51.9218	4,153.74	8,999.77	107,997.34
		STEP F	54.5179	4,361.43	9,449.76	113,397.23
		STEP G	57.2435	4,579.48	9,922.20	119,066.48

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SALARY SCHEDULE A

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MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
5514	PRINCIPAL ENGINEER					
		STEP A	50.2219	4,017.75	8,705.12	104,461.55
		STEP B	52.7328	4,218.62	9,140.35	109,684.22
		STEP C	55.3696	4,429.56	9,597.39	115,168.76
		STEP D	58.1381	4,651.04	10,077.27	120,927.24
		STEP E	61.0451	4,883.60	10,581.15	126,973.80
		STEP F	64.0975	5,127.80	11,110.23	133,322.80
		STEP G	67.3020	5,384.16	11,665.68	139,988.16
5513	PRINCIPAL PLANNER					
		STEP A	46.3792	3,710.33	8,039.06	96,468.73
		STEP B	48.6982	3,895.85	8,441.02	101,292.25
		STEP C	51.1330	4,090.64	8,863.05	106,356.64
		STEP D	53.6897	4,295.17	9,306.21	111,674.57
		STEP E	56.3742	4,509.93	9,771.52	117,258.33
		STEP F	59.1928	4,735.42	10,260.08	123,121.02
		STEP G	62.1526	4,972.20	10,773.11	129,277.40
5615	PUB AFFAIRS&COMMUNICAT ADMNSTR					
		STEP A	43.9043	3,512.34	7,610.07	91,320.94
		STEP B	46.0995	3,687.96	7,990.58	95,886.96
		STEP C	48.4044	3,872.35	8,390.09	100,681.15
		STEP D	50.8248	4,065.98	8,809.63	105,715.58
		STEP E	53.3660	4,269.28	9,250.10	111,001.28
		STEP F	56.0343	4,482.74	9,712.61	116,551.34
		STEP G	58.8358	4,706.86	10,198.20	122,378.46
5610	PUBLIC AFFAIRS&COMMNCT DIRECTOR					
		STEP A	55.5188	4,441.50	9,623.25	115,479.10
		STEP B	58.2948	4,663.58	10,104.43	121,253.18
		STEP C	61.2096	4,896.76	10,609.66	127,315.96
		STEP D	64.2701	5,141.60	11,140.15	133,681.80
		STEP E	67.4836	5,398.68	11,697.15	140,365.88
		STEP F	70.8579	5,668.63	12,282.03	147,384.43
		STEP G	74.4006	5,952.04	12,896.10	154,753.24
5565	PUBLIC INFORMATION OFFICER					
		STEP A	40.2377	3,219.01	6,974.53	83,694.41
		STEP B	42.2495	3,379.96	7,323.24	87,878.96
		STEP C	44.3620	3,548.96	7,689.41	92,272.96
		STEP D	46.5801	3,726.40	8,073.88	96,886.60
		STEP E	48.9091	3,912.72	8,477.57	101,730.92
		STEP F	51.3546	4,108.36	8,901.46	106,817.56
		STEP G	53.9223	4,313.78	9,346.53	112,158.38

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SALARY SCHEDULE A

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MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
5635	PUBLIC WORKS DIRECTOR					
		STEP A	60.9892	4,879.13	10,571.46	126,857.53
		STEP B	64.0388	5,123.10	11,100.05	133,200.70
		STEP C	67.2407	5,379.25	11,655.05	139,860.65
		STEP D	70.6027	5,648.21	12,237.80	146,853.61
		STEP E	74.1329	5,930.63	12,849.70	154,196.43
		STEP F	77.8396	6,227.16	13,492.19	161,906.36
		STEP G	81.7316	6,538.52	14,166.81	170,001.72
5652	PURCHASING & WAREHOUSE MANAGER					
		STEP A	41.1306	3,290.44	7,129.30	85,551.64
		STEP B	43.1871	3,454.96	7,485.76	89,829.16
		STEP C	45.3465	3,627.72	7,860.06	94,320.72
		STEP D	47.6138	3,809.10	8,253.05	99,036.70
		STEP E	49.9945	3,999.56	8,665.71	103,988.56
		STEP F	52.4942	4,199.53	9,098.99	109,187.93
		STEP G	55.1189	4,409.51	9,553.94	114,647.31
6125	RECREATION MANAGER					
		STEP A	46.0837	3,686.69	7,987.84	95,854.09
		STEP B	48.3880	3,871.04	8,387.25	100,647.04
		STEP C	50.8072	4,064.57	8,806.58	105,678.97
		STEP D	53.3476	4,267.80	9,246.91	110,963.00
		STEP E	56.0151	4,481.20	9,709.28	116,511.40
		STEP F	58.8160	4,705.28	10,194.77	122,337.28
		STEP G	61.7566	4,940.52	10,704.47	128,453.72
6145	RECREATION SUPERINTENDENT					
		STEP A	40.3363	3,226.90	6,991.62	83,899.50
		STEP B	42.3531	3,388.24	7,341.20	88,094.44
		STEP C	44.4708	3,557.66	7,708.27	92,499.26
		STEP D	46.6942	3,735.53	8,093.66	97,123.93
		STEP E	49.0293	3,922.34	8,498.41	101,980.94
		STEP F	51.4805	4,118.44	8,923.28	107,079.44
		STEP G	54.0543	4,324.34	9,369.41	112,432.94
6147	RECREATION SUPERVISOR					
		STEP A	34.8445	2,787.56	6,039.71	72,476.56
		STEP B	36.5867	2,926.93	6,341.69	76,100.33
		STEP C	38.4162	3,073.29	6,658.80	79,905.69
		STEP D	40.3369	3,226.95	6,991.72	83,900.75
		STEP E	42.3537	3,388.29	7,341.30	88,095.69
		STEP F	44.4713	3,557.70	7,708.35	92,500.30
		STEP G	46.6949	3,735.59	8,093.78	97,125.39

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MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
6244	REFUSE & STORMWATER MANAGER					
		STEP A	56.5013	4,520.10	9,793.55	117,522.70
		STEP B	59.3265	4,746.12	10,283.26	123,399.12
		STEP C	62.2925	4,983.40	10,797.36	129,568.40
		STEP D	65.4073	5,232.58	11,337.26	136,047.18
		STEP E	68.6775	5,494.20	11,904.10	142,849.20
		STEP F	72.1113	5,768.90	12,499.29	149,991.50
		STEP G	75.7169	6,057.35	13,124.26	157,491.15
6231	REFUSE SUPERINTENDENT					
		STEP A	40.0712	3,205.69	6,945.67	83,348.09
		STEP B	42.0747	3,365.97	7,292.94	87,515.37
		STEP C	44.1783	3,534.26	7,657.57	91,890.86
		STEP D	46.3875	3,711.00	8,040.50	96,486.00
		STEP E	48.7067	3,896.53	8,442.49	101,309.93
		STEP F	51.1420	4,091.36	8,864.61	106,375.36
		STEP G	53.6991	4,295.92	9,307.84	111,694.12
6235	REFUSE SUPERVISOR					
		STEP A	33.7592	2,700.73	5,851.59	70,219.13
		STEP B	35.4472	2,835.77	6,144.18	73,730.17
		STEP C	37.2197	2,977.57	6,451.41	77,416.97
		STEP D	39.0799	3,126.39	6,773.84	81,286.19
		STEP E	41.0339	3,282.71	7,112.54	85,350.51
		STEP F	43.0854	3,446.83	7,468.13	89,617.63
		STEP G	45.2399	3,619.19	7,841.58	94,098.99
6450	RISK MANAGER					
		STEP A	50.2260	4,018.08	8,705.84	104,470.08
		STEP B	52.7373	4,218.98	9,141.13	109,693.58
		STEP C	55.3742	4,429.93	9,598.19	115,178.33
		STEP D	58.1429	4,651.43	10,078.10	120,937.23
		STEP E	61.0501	4,884.00	10,582.01	126,984.20
		STEP F	64.1026	5,128.20	11,111.11	133,333.40
		STEP G	67.3077	5,384.61	11,666.66	140,000.01
6500	SAFETY COORDINATOR					
		STEP A	36.5871	2,926.96	6,341.76	76,101.16
		STEP B	38.4164	3,073.31	6,658.84	79,906.11
		STEP C	40.3371	3,226.96	6,991.76	83,901.16
		STEP D	42.3539	3,388.31	7,341.34	88,096.11
		STEP E	44.4716	3,557.72	7,708.41	92,500.92
		STEP F	46.6952	3,735.61	8,093.83	97,126.01
		STEP G	49.0301	3,922.40	8,498.55	101,982.60

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MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
7130	SR BUSINESS SYSTEMS ANALYST					
		STEP A	34.7663	2,781.30	6,026.15	72,313.90
		STEP B	36.5046	2,920.36	6,327.46	75,929.56
		STEP C	38.3298	3,066.38	6,643.83	79,725.98
		STEP D	40.2463	3,219.70	6,976.02	83,712.30
		STEP E	42.2586	3,380.68	7,324.82	87,897.88
		STEP F	44.3716	3,549.72	7,691.07	92,292.92
		STEP G	46.5900	3,727.20	8,075.60	96,907.20
7145	SR DATABASE ANALYST					
		STEP A	38.1818	3,054.54	6,618.17	79,418.14
		STEP B	40.0910	3,207.28	6,949.10	83,389.28
		STEP C	42.0955	3,367.64	7,296.55	87,558.64
		STEP D	44.2002	3,536.01	7,661.36	91,936.41
		STEP E	46.4103	3,712.82	8,044.45	96,533.42
		STEP F	48.7307	3,898.45	8,446.65	101,359.85
		STEP G	51.1673	4,093.38	8,869.00	106,427.98
7123	SR DEPUTY CITY ATTORNEY					
		STEP A	61.7590	4,940.72	10,704.89	128,458.72
		STEP B	64.8470	5,187.76	11,240.14	134,881.76
		STEP C	68.0893	5,447.14	11,802.14	141,625.74
		STEP D	71.4938	5,719.50	12,392.25	148,707.10
		STEP E	75.0685	6,005.48	13,011.87	156,142.48
		STEP F	78.8219	6,305.75	13,662.46	163,949.55
		STEP G	82.7630	6,621.04	14,345.58	172,147.04
7128	SR ELECTRIC BUSINESS ANALYST					
		STEP A	47.5668	3,805.34	8,244.91	98,938.94
		STEP B	49.9452	3,995.61	8,657.16	103,886.01
		STEP C	52.4425	4,195.40	9,090.03	109,080.40
		STEP D	55.0646	4,405.16	9,544.53	114,534.36
		STEP E	57.8179	4,625.43	10,021.76	120,261.23
		STEP F	60.7088	4,856.70	10,522.85	126,274.30
		STEP G	63.7442	5,099.53	11,048.99	132,587.93
7163	SR ENERGY SERVICES ACCOUNT REP					
		STEP A	47.6233	3,809.86	8,254.70	99,056.46
		STEP B	50.0044	4,000.35	8,667.42	104,009.15
		STEP C	52.5047	4,200.37	9,100.81	109,209.77
		STEP D	55.1299	4,410.39	9,555.84	114,670.19
		STEP E	57.8863	4,630.90	10,033.62	120,403.50
		STEP F	60.7806	4,862.44	10,535.30	126,423.64
		STEP G	63.8196	5,105.56	11,062.06	132,744.76

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
7142	SR ENGINEER					
		STEP A	42.7247	3,417.97	7,405.61	88,867.37
		STEP B	44.8610	3,588.88	7,775.90	93,310.88
		STEP C	47.1040	3,768.32	8,164.69	97,976.32
		STEP D	49.4593	3,956.74	8,572.94	102,875.34
		STEP E	51.9321	4,154.56	9,001.56	108,018.76
		STEP F	54.5288	4,362.30	9,451.65	113,419.90
		STEP G	57.2552	4,580.41	9,924.23	119,090.81
7150	SR HUMAN RESOURCES ANALYST					
		STEP A	38.4165	3,073.32	6,658.86	79,906.32
		STEP B	40.3372	3,226.97	6,991.78	83,901.37
		STEP C	42.3541	3,388.32	7,341.37	88,096.52
		STEP D	44.4717	3,557.73	7,708.42	92,501.13
		STEP E	46.6954	3,735.63	8,093.86	97,126.43
		STEP F	49.0301	3,922.40	8,498.55	101,982.60
		STEP G	51.4815	4,118.52	8,923.46	107,081.52
7194	SR IT ANALYST					
		STEP A	34.8115	2,784.92	6,033.99	72,407.92
		STEP B	36.5520	2,924.16	6,335.68	76,028.16
		STEP C	38.3796	3,070.36	6,652.46	79,829.56
		STEP D	40.2987	3,223.89	6,985.10	83,821.29
		STEP E	42.3135	3,385.08	7,334.34	88,012.08
		STEP F	44.4293	3,554.34	7,701.07	92,412.94
		STEP G	46.6506	3,732.04	8,086.10	97,033.24
7180	SR PLANNER					
		STEP A	40.3307	3,226.45	6,990.65	83,887.85
		STEP B	42.3473	3,387.78	7,340.19	88,082.38
		STEP C	44.4646	3,557.16	7,707.19	92,486.36
		STEP D	46.6877	3,735.01	8,092.53	97,110.41
		STEP E	49.0223	3,921.78	8,497.19	101,966.38
		STEP F	51.4734	4,117.87	8,922.05	107,064.67
		STEP G	54.0470	4,323.76	9,368.14	112,417.76
7151	SR POWER ENGINEER					
		STEP A	59.8134	4,785.07	10,367.65	124,411.87
		STEP B	62.8043	5,024.34	10,886.07	130,632.94
		STEP C	65.9443	5,275.54	11,430.34	137,164.14
		STEP D	69.2416	5,539.32	12,001.87	144,022.52
		STEP E	72.7036	5,816.28	12,601.95	151,223.48
		STEP F	76.3389	6,107.11	13,232.07	158,784.91
		STEP G	80.1558	6,412.46	13,893.67	166,724.06

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
5555	SR POWER PLANT ENGINEER					
		STEP A	59.8134	4,785.07	10,367.65	124,411.87
		STEP B	62.8043	5,024.34	10,886.07	130,632.94
		STEP C	65.9443	5,275.54	11,430.34	137,164.14
		STEP D	69.2416	5,539.32	12,001.87	144,022.52
		STEP E	72.7036	5,816.28	12,601.95	151,223.48
		STEP F	76.3389	6,107.11	13,232.07	158,784.91
		STEP G	80.1558	6,412.46	13,893.67	166,724.06
7520	STREET MAINT SUPERINTENDENT					
		STEP A	42.7162	3,417.29	7,404.14	88,849.69
		STEP B	44.8518	3,588.14	7,774.31	93,291.74
		STEP C	47.0943	3,767.54	8,163.01	97,956.14
		STEP D	49.4492	3,955.93	8,571.19	102,854.33
		STEP E	51.9218	4,153.74	8,999.77	107,997.34
		STEP F	54.5179	4,361.43	9,449.76	113,397.23
		STEP G	57.2435	4,579.48	9,922.20	119,066.48
7522	STREET MAINT SUPERVISOR					
		STEP A	32.5766	2,606.12	5,646.61	67,759.32
		STEP B	34.2054	2,736.43	5,928.93	71,147.23
		STEP C	35.9157	2,873.25	6,225.38	74,704.65
		STEP D	37.7114	3,016.91	6,536.64	78,439.71
		STEP E	39.5970	3,167.76	6,863.48	82,361.76
		STEP F	41.5769	3,326.15	7,206.66	86,479.95
		STEP G	43.6557	3,492.45	7,566.98	90,803.85
8762	URBAN FORESTER					
		STEP A	34.8445	2,787.56	6,039.71	72,476.56
		STEP B	36.5866	2,926.92	6,341.67	76,100.12
		STEP C	38.4161	3,073.28	6,658.79	79,905.48
		STEP D	40.3369	3,226.95	6,991.72	83,900.75
		STEP E	42.3537	3,388.29	7,341.30	88,095.69
		STEP F	44.4713	3,557.70	7,708.35	92,500.30
		STEP G	46.6949	3,735.59	8,093.78	97,125.39
9047	WATER CONSERVATION ADMINSTR					
		STEP A	38.4381	3,075.04	6,662.60	79,951.24
		STEP B	40.3601	3,228.80	6,995.75	83,949.00
		STEP C	42.3780	3,390.24	7,345.52	88,146.24
		STEP D	44.4970	3,559.76	7,712.81	92,553.76
		STEP E	46.7218	3,737.74	8,098.44	97,181.34
		STEP F	49.0582	3,924.65	8,503.42	102,041.05
		STEP G	51.5109	4,120.87	8,928.55	107,142.67

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
9084	WATER DISTRIBUTION SUPERVISOR					
		STEP A	34.8445	2,787.56	6,039.71	72,476.56
		STEP B	36.5867	2,926.93	6,341.69	76,100.33
		STEP C	38.4162	3,073.29	6,658.80	79,905.69
		STEP D	40.3369	3,226.95	6,991.72	83,900.75
		STEP E	42.3537	3,388.29	7,341.30	88,095.69
		STEP F	44.4713	3,557.70	7,708.35	92,500.30
		STEP G	46.6949	3,735.59	8,093.78	97,125.39
9085	WATER DISTRIBUTION SUPT					
		STEP A	42.0794	3,366.35	7,293.76	87,525.15
		STEP B	44.8448	3,587.58	7,773.09	93,277.18
		STEP C	47.0871	3,766.96	8,161.76	97,941.16
		STEP D	49.4415	3,955.32	8,569.86	102,838.32
		STEP E	51.9135	4,153.08	8,998.34	107,980.08
		STEP F	54.5093	4,360.74	9,448.27	113,379.34
		STEP G	57.2346	4,578.76	9,920.66	119,047.96
9101	WATER QUALITY LAB SUPERVISOR					
		STEP A	36.5854	2,926.83	6,341.46	76,097.63
		STEP B	38.4146	3,073.16	6,658.53	79,902.36
		STEP C	40.3354	3,226.83	6,991.46	83,897.63
		STEP D	42.3521	3,388.16	7,341.03	88,092.36
		STEP E	44.4698	3,557.58	7,708.09	92,497.18
		STEP F	46.6932	3,735.45	8,093.48	97,121.85
		STEP G	49.0277	3,922.21	8,498.13	101,977.61
9175	WATER TRMT PLT CHIEF OPERATOR					
		STEP A	41.8116	3,344.92	7,247.34	86,968.12
		STEP B	43.9023	3,512.18	7,609.73	91,316.78
		STEP C	46.0973	3,687.78	7,990.19	95,882.38
		STEP D	48.4023	3,872.18	8,389.73	100,676.78
		STEP E	50.8222	4,065.77	8,809.18	105,710.17
		STEP F	53.3634	4,269.07	9,249.65	110,995.87
		STEP G	56.0315	4,482.52	9,712.12	116,545.52
9244	WATER UTILITY MANAGER					
		STEP A	56.5013	4,520.10	9,793.55	117,522.70
		STEP B	59.3265	4,746.12	10,283.26	123,399.12
		STEP C	62.2925	4,983.40	10,797.36	129,568.40
		STEP D	65.4073	5,232.58	11,337.26	136,047.18
		STEP E	68.6775	5,494.20	11,904.10	142,849.20
		STEP F	72.1113	5,768.90	12,499.29	149,991.50
		STEP G	75.7169	6,057.35	13,124.26	157,491.15

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
8980	WSTWTR COLLECTION SUPT					
		STEP A	42.7094	3,416.75	7,402.96	88,835.55
		STEP B	44.8448	3,587.58	7,773.09	93,277.18
		STEP C	47.0871	3,766.96	8,161.76	97,941.16
		STEP D	49.4415	3,955.32	8,569.86	102,838.32
		STEP E	51.9135	4,153.08	8,998.34	107,980.08
		STEP F	54.5093	4,360.74	9,448.27	113,379.34
		STEP G	57.2346	4,578.76	9,920.66	119,047.96
8978	WSTWTR COLLECTION SUPV					
		STEP A	34.8446	2,787.56	6,039.73	72,476.76
		STEP B	36.5867	2,926.93	6,341.69	76,100.33
		STEP C	38.4162	3,073.29	6,658.80	79,905.69
		STEP D	40.3369	3,226.95	6,991.72	83,900.75
		STEP E	42.3538	3,388.30	7,341.32	88,095.90
		STEP F	44.4713	3,557.70	7,708.35	92,500.30
		STEP G	46.6949	3,735.59	8,093.78	97,125.39
9040	WSTWTR TRMT PLT CHIEF OPERATOR					
		STEP A	45.9928	3,679.42	7,972.08	95,665.02
		STEP B	48.2926	3,863.40	8,370.71	100,448.60
		STEP C	50.7070	4,056.56	8,789.21	105,470.56
		STEP D	53.2425	4,259.40	9,228.70	110,744.40
		STEP E	55.9044	4,472.35	9,690.09	116,281.15
		STEP F	58.6998	4,695.98	10,174.63	122,095.58
		STEP G	61.6346	4,930.76	10,683.33	128,199.96
9045	WSTWTR UTILITY MANAGER					
		STEP A	56.5013	4,520.10	9,793.55	117,522.70
		STEP B	59.3265	4,746.12	10,283.26	123,399.12
		STEP C	62.2925	4,983.40	10,797.36	129,568.40
		STEP D	65.4073	5,232.58	11,337.26	136,047.18
		STEP E	68.6775	5,494.20	11,904.10	142,849.20
		STEP F	72.1113	5,768.90	12,499.29	149,991.50
		STEP G	75.7169	6,057.35	13,124.26	157,491.15

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B701	ACCOUNTING SUPERVISOR					
		STEP A	41.0047	3,280.37	7,107.48	85,289.77
		STEP B	42.0169	3,361.35	7,282.92	87,395.15
		STEP C	43.0545	3,444.36	7,462.78	89,553.36
		STEP D	44.1178	3,529.42	7,647.08	91,765.02
		STEP E	45.2073	3,616.58	7,835.93	94,031.18
		STEP F	46.3238	3,705.90	8,029.45	96,353.50
		STEP G	47.4678	3,797.42	8,227.75	98,733.02
		STEP H	48.6401	3,891.20	8,430.95	101,171.40
		STEP I	49.8413	3,987.30	8,639.15	103,669.90
		STEP J	51.0722	4,085.77	8,852.51	106,230.17
		STEP K	52.3334	4,186.67	9,071.12	108,853.47
		STEP L	53.6259	4,290.07	9,295.15	111,541.87
		STEP M	54.9502	4,396.01	9,524.70	114,296.41
B702	ADMIN ANALYST I					
		STEP A	33.2609	2,660.87	5,765.22	69,182.67
		STEP B	34.0820	2,726.56	5,907.54	70,890.56
		STEP C	34.9236	2,793.88	6,053.42	72,641.08
		STEP D	35.7861	2,862.88	6,202.92	74,435.08
		STEP E	36.6699	2,933.59	6,356.11	76,273.39
		STEP F	37.5755	3,006.04	6,513.08	78,157.04
		STEP G	38.5035	3,080.28	6,673.94	80,087.28
		STEP H	39.4543	3,156.34	6,838.74	82,064.94
		STEP I	40.4287	3,234.29	7,007.64	84,091.69
		STEP J	41.4271	3,314.16	7,180.69	86,168.36
		STEP K	42.4502	3,396.01	7,358.03	88,296.41
		STEP L	43.4986	3,479.88	7,539.75	90,477.08
		STEP M	44.5728	3,565.82	7,725.95	92,711.42
B703	ADMIN ANALYST II					
		STEP A	36.5872	2,926.97	6,341.78	76,101.37
		STEP B	37.4902	2,999.21	6,498.30	77,979.61
		STEP C	38.4160	3,073.28	6,658.77	79,905.28
		STEP D	39.3647	3,149.17	6,823.21	81,878.57
		STEP E	40.3369	3,226.95	6,991.72	83,900.75
		STEP F	41.3331	3,306.64	7,164.40	85,972.84
		STEP G	42.3538	3,388.30	7,341.32	88,095.90
		STEP H	43.3998	3,471.98	7,522.63	90,271.58
		STEP I	44.4716	3,557.72	7,708.41	92,500.92
		STEP J	45.5699	3,645.59	7,898.78	94,785.39
		STEP K	46.6952	3,735.61	8,093.83	97,126.01
		STEP L	47.8484	3,827.87	8,293.72	99,524.67
		STEP M	49.0301	3,922.40	8,498.55	101,982.60

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B704	ALTERNATIVE TRANSP ANALYST I					
		STEP A	33.7583	2,700.66	5,851.43	70,217.26
		STEP B	34.5918	2,767.34	5,995.91	71,950.94
		STEP C	35.4461	2,835.68	6,143.99	73,727.88
		STEP D	36.3215	2,905.72	6,295.72	75,548.72
		STEP E	37.2185	2,977.48	6,451.20	77,414.48
		STEP F	38.1376	3,051.00	6,610.51	79,326.20
		STEP G	39.0795	3,126.36	6,773.78	81,285.36
		STEP H	40.0446	3,203.56	6,941.06	83,292.76
		STEP I	41.0335	3,282.68	7,112.47	85,349.68
		STEP J	42.0469	3,363.75	7,288.12	87,457.55
		STEP K	43.0853	3,446.82	7,468.11	89,617.42
		STEP L	44.1493	3,531.94	7,652.54	91,830.54
		STEP M	45.2396	3,619.16	7,841.53	94,098.36
B705	ALTERNATIVE TRANSP ANALYST II					
		STEP A	36.5872	2,926.97	6,341.78	76,101.37
		STEP B	37.4902	2,999.21	6,498.30	77,979.61
		STEP C	38.4160	3,073.28	6,658.77	79,905.28
		STEP D	39.3647	3,149.17	6,823.21	81,878.57
		STEP E	40.3369	3,226.95	6,991.72	83,900.75
		STEP F	41.3331	3,306.64	7,164.40	85,972.84
		STEP G	42.3538	3,388.30	7,341.32	88,095.90
		STEP H	43.3998	3,471.98	7,522.63	90,271.58
		STEP I	44.4716	3,557.72	7,708.41	92,500.92
		STEP J	45.5699	3,645.59	7,898.78	94,785.39
		STEP K	46.6952	3,735.61	8,093.83	97,126.01
		STEP L	47.8484	3,827.87	8,293.72	99,524.67
		STEP M	49.0301	3,922.40	8,498.55	101,982.60
B706	ALTERNATIVE TRANSP MGR					
		STEP A	48.1545	3,852.36	8,346.78	100,161.36
		STEP B	49.3432	3,947.45	8,552.82	102,633.85
		STEP C	50.5618	4,044.94	8,764.04	105,168.54
		STEP D	51.8105	4,144.84	8,980.48	107,765.84
		STEP E	53.0900	4,247.20	9,202.26	110,427.20
		STEP F	54.4011	4,352.08	9,429.52	113,154.28
		STEP G	55.7446	4,459.56	9,662.39	115,948.76
		STEP H	57.1213	4,569.70	9,901.02	118,812.30
		STEP I	58.5319	4,682.55	10,145.52	121,746.35
		STEP J	59.9774	4,798.19	10,396.08	124,752.99
		STEP K	61.4587	4,916.69	10,652.84	127,834.09
		STEP L	62.9764	5,038.11	10,915.90	130,990.91
		STEP M	64.5317	5,162.53	11,185.49	134,225.93

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B711	ASST CITY ATTORNEY	STEP A	71.0229	5,681.83	12,310.63	147,727.63
		STEP B	72.7761	5,822.08	12,614.52	151,374.28
		STEP C	74.5734	5,965.87	12,926.05	155,112.67
		STEP D	76.4151	6,113.20	13,245.28	158,943.40
		STEP E	78.3022	6,264.17	13,572.38	162,868.57
		STEP F	80.2360	6,418.88	13,907.57	166,890.88
		STEP G	82.2175	6,577.40	14,251.03	171,012.40
		STEP H	84.2479	6,739.83	14,602.96	175,235.63
		STEP I	86.3285	6,906.28	14,963.60	179,563.28
		STEP J	88.4605	7,076.84	15,333.15	183,997.84
		STEP K	90.6451	7,251.60	15,711.81	188,541.80
		STEP L	92.8836	7,430.68	16,099.82	193,197.88
		STEP M	95.1775	7,614.20	16,497.43	197,969.20
B712	ASST CITY CLERK	STEP A	35.6195	2,849.56	6,174.04	74,088.56
		STEP B	36.4988	2,919.90	6,326.45	75,917.50
		STEP C	37.4002	2,992.01	6,482.70	77,792.41
		STEP D	38.3238	3,065.90	6,642.79	79,713.50
		STEP E	39.2703	3,141.62	6,806.85	81,682.22
		STEP F	40.2401	3,219.20	6,974.95	83,699.40
		STEP G	41.2339	3,298.71	7,147.20	85,766.51
		STEP H	42.2522	3,380.17	7,323.71	87,884.57
		STEP I	43.2956	3,463.64	7,504.57	90,054.84
		STEP J	44.3649	3,549.19	7,689.91	92,278.99
		STEP K	45.4605	3,636.84	7,879.82	94,557.84
		STEP L	46.5832	3,726.65	8,074.42	96,893.05
		STEP M	47.7336	3,818.68	8,273.82	99,285.88
B707	ASST CITY MANAGER	STEP A	74.0814	5,926.51	12,840.77	154,089.31
		STEP B	75.9101	6,072.80	13,157.75	157,893.00
		STEP C	77.7848	6,222.78	13,482.69	161,792.38
		STEP D	79.7058	6,376.46	13,815.67	165,788.06
		STEP E	81.6742	6,533.93	14,156.86	169,882.33
		STEP F	83.6912	6,695.29	14,506.47	174,077.69
		STEP G	85.7581	6,860.64	14,864.73	178,376.84
		STEP H	87.8759	7,030.07	15,231.82	182,781.87
		STEP I	90.0461	7,203.68	15,607.99	187,295.88
		STEP J	92.2699	7,381.59	15,993.44	191,921.39
		STEP K	94.5486	7,563.88	16,388.42	196,661.08
		STEP L	96.8836	7,750.68	16,793.15	201,517.88
		STEP M	99.2762	7,942.09	17,207.87	206,494.49

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B942	ASST ELEC UTIL DIR-FIN & ADMIN					
		STEP A	77.7298	6,218.38	13,473.16	161,677.98
		STEP B	79.6487	6,371.89	13,805.77	165,669.29
		STEP C	81.6157	6,529.25	14,146.72	169,760.65
		STEP D	83.6312	6,690.49	14,496.07	173,952.89
		STEP E	85.6966	6,855.72	14,854.07	178,248.92
		STEP F	87.8130	7,025.04	15,220.92	182,651.04
		STEP G	89.9816	7,198.52	15,596.81	187,161.72
		STEP H	92.2038	7,376.30	15,981.99	191,783.90
		STEP I	94.4808	7,558.46	16,376.67	196,520.06
		STEP J	96.8141	7,745.12	16,781.11	201,373.32
		STEP K	99.2051	7,936.40	17,195.55	206,346.60
		STEP L	101.6550	8,132.40	17,620.20	211,442.40
		STEP M	104.1655	8,333.24	18,055.35	216,664.24
B940	ASST ELEC UTIL DIR-RESOURCES					
		STEP A	77.7298	6,218.38	13,473.16	161,677.98
		STEP B	79.6487	6,371.89	13,805.77	165,669.29
		STEP C	81.6157	6,529.25	14,146.72	169,760.65
		STEP D	83.6312	6,690.49	14,496.07	173,952.89
		STEP E	85.6966	6,855.72	14,854.07	178,248.92
		STEP F	87.8130	7,025.04	15,220.92	182,651.04
		STEP G	89.9816	7,198.52	15,596.81	187,161.72
		STEP H	92.2038	7,376.30	15,981.99	191,783.90
		STEP I	94.4808	7,558.46	16,376.67	196,520.06
		STEP J	96.8141	7,745.12	16,781.11	201,373.32
		STEP K	99.2051	7,936.40	17,195.55	206,346.60
		STEP L	101.6550	8,132.40	17,620.20	211,442.40
		STEP M	104.1655	8,333.24	18,055.35	216,664.24
B708	ASST ELEC UTIL DIRECTOR					
		STEP A	70.9719	5,677.75	12,301.79	147,621.55
		STEP B	72.7240	5,817.92	12,605.49	151,265.92
		STEP C	74.5200	5,961.60	12,916.80	155,001.60
		STEP D	76.3603	6,108.82	13,235.78	158,829.42
		STEP E	78.2461	6,259.68	13,562.65	162,751.88
		STEP F	80.1785	6,414.28	13,897.60	166,771.28
		STEP G	82.1585	6,572.68	14,240.80	170,889.68
		STEP H	84.1875	6,735.00	14,592.50	175,110.00
		STEP I	86.2666	6,901.32	14,952.87	179,434.52
		STEP J	88.3971	7,071.76	15,322.16	183,865.96
		STEP K	90.5801	7,246.40	15,700.55	188,406.60
		STEP L	92.8171	7,425.36	16,088.29	193,059.56
		STEP M	95.1093	7,608.74	16,485.61	197,827.34

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B709	ASST EU DIRECTOR	STEP A	62.1514	4,972.11	10,772.90	129,274.91
		STEP B	63.6854	5,094.83	11,038.80	132,465.63
		STEP C	65.2582	5,220.65	11,311.42	135,737.05
		STEP D	66.8698	5,349.58	11,590.76	139,089.18
		STEP E	68.5212	5,481.69	11,877.00	142,524.09
		STEP F	70.2134	5,617.07	12,170.32	146,043.87
		STEP G	71.9474	5,755.79	12,470.88	149,650.59
		STEP H	73.7242	5,897.93	12,778.86	153,346.33
		STEP I	75.5449	6,043.59	13,094.44	157,133.39
		STEP J	77.4106	6,192.84	13,417.83	161,014.04
		STEP K	79.3223	6,345.78	13,749.19	164,990.38
		STEP L	81.2813	6,502.50	14,088.75	169,065.10
		STEP M	83.2886	6,663.08	14,436.69	173,240.28
B713	ASST FIRE CHIEF	STEP A	61.2592	4,900.73	10,618.26	127,419.13
		STEP B	62.7714	5,021.71	10,880.37	130,564.51
		STEP C	64.3216	5,145.72	11,149.07	133,788.92
		STEP D	65.9101	5,272.80	11,424.41	137,093.00
		STEP E	67.5378	5,403.02	11,706.55	140,478.62
		STEP F	69.2057	5,536.45	11,995.65	143,947.85
		STEP G	70.9148	5,673.18	12,291.89	147,502.78
		STEP H	72.6661	5,813.28	12,595.45	151,145.48
		STEP I	74.4607	5,956.85	12,906.52	154,878.25
		STEP J	76.2996	6,103.96	13,225.26	158,703.16
		STEP K	78.1839	6,254.71	13,551.87	162,622.51
		STEP L	80.1147	6,409.17	13,886.54	166,638.57
		STEP M	82.0932	6,567.45	14,229.48	170,753.85
B845	ASST HUMAN RESOURCES DIRECTOR	STEP A	53.1051	4,248.40	9,204.88	110,458.60
		STEP B	54.4160	4,353.28	9,432.10	113,185.28
		STEP C	55.7598	4,460.78	9,665.03	115,980.38
		STEP D	57.1369	4,570.95	9,903.72	118,844.75
		STEP E	58.5479	4,683.83	10,148.30	121,779.63
		STEP F	59.9938	4,799.50	10,398.92	124,787.10
		STEP G	61.4754	4,918.03	10,655.73	127,868.83
		STEP H	62.9936	5,039.48	10,918.89	131,026.68
		STEP I	64.5493	5,163.94	11,188.54	134,262.54
		STEP J	66.1434	5,291.47	11,464.85	137,578.27
		STEP K	67.7769	5,422.15	11,748.00	140,975.95
		STEP L	69.4507	5,556.05	12,038.12	144,457.45
		STEP M	71.1659	5,693.27	12,335.42	148,025.07

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B710	ASST POLICE CHIEF	STEP A	67.3324	5,386.59	11,670.94	140,051.39
		STEP B	68.9945	5,519.56	11,959.04	143,508.56
		STEP C	70.6983	5,655.86	12,254.37	147,052.46
		STEP D	72.4443	5,795.54	12,557.01	150,684.14
		STEP E	74.2334	5,938.67	12,867.12	154,405.47
		STEP F	76.0667	6,085.33	13,184.89	158,218.73
		STEP G	77.9452	6,235.61	13,510.50	162,126.01
		STEP H	79.8701	6,389.60	13,844.15	166,129.80
		STEP I	81.8426	6,547.40	14,186.05	170,232.60
		STEP J	83.8638	6,709.10	14,536.39	174,436.70
		STEP K	85.9349	6,874.79	14,895.38	178,744.59
		STEP L	88.0571	7,044.56	15,263.23	183,158.76
		STEP M	90.2318	7,218.54	15,640.17	187,682.14
B714	BILLING SERVICES MANAGER	STEP A	44.7525	3,580.20	7,757.10	93,085.20
		STEP B	45.8572	3,668.57	7,948.58	95,382.97
		STEP C	46.9897	3,759.17	8,144.88	97,738.57
		STEP D	48.1501	3,852.00	8,346.01	100,152.20
		STEP E	49.3393	3,947.14	8,552.14	102,625.74
		STEP F	50.5577	4,044.61	8,763.33	105,160.01
		STEP G	51.8063	4,144.50	8,979.75	107,757.10
		STEP H	53.0857	4,246.85	9,201.52	110,418.25
		STEP I	54.3967	4,351.73	9,428.76	113,145.13
		STEP J	55.7401	4,459.20	9,661.61	115,939.40
		STEP K	57.1167	4,569.33	9,900.22	118,802.73
		STEP L	58.5272	4,682.17	10,144.71	121,736.57
		STEP M	59.9726	4,797.80	10,395.25	124,743.00
B715	BLDG INSPECTION SUPERVISOR	STEP A	40.3307	3,226.45	6,990.65	83,887.85
		STEP B	41.3263	3,306.10	7,163.22	85,958.70
		STEP C	42.3469	3,387.75	7,340.12	88,081.55
		STEP D	43.3927	3,471.41	7,521.40	90,256.81
		STEP E	44.4643	3,557.14	7,707.14	92,485.74
		STEP F	45.5624	3,644.99	7,897.48	94,769.79
		STEP G	46.6876	3,735.00	8,092.51	97,110.20
		STEP H	47.8406	3,827.24	8,292.37	99,508.44
		STEP I	49.0220	3,921.76	8,497.14	101,965.76
		STEP J	50.2327	4,018.61	8,707.00	104,484.01
		STEP K	51.4732	4,117.85	8,922.02	107,064.25
		STEP L	52.7444	4,219.55	9,142.36	109,708.35
		STEP M	54.0470	4,323.76	9,368.14	112,417.76

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B717	BLDG OFFICIAL	STEP A	50.1505	4,012.04	8,692.75	104,313.04
		STEP B	51.3885	4,111.08	8,907.34	106,888.08
		STEP C	52.6576	4,212.60	9,127.31	109,527.80
		STEP D	53.9580	4,316.64	9,352.72	112,232.64
		STEP E	55.2906	4,423.24	9,583.70	115,004.44
		STEP F	56.6560	4,532.48	9,820.37	117,844.48
		STEP G	58.0552	4,644.41	10,062.90	120,754.81
		STEP H	59.4889	4,759.11	10,311.40	123,736.91
		STEP I	60.9581	4,876.64	10,566.07	126,792.84
		STEP J	62.4635	4,997.08	10,827.00	129,924.08
		STEP K	64.0061	5,120.48	11,094.39	133,132.68
		STEP L	65.5868	5,246.94	11,368.37	136,420.54
		STEP M	67.2065	5,376.52	11,649.12	139,789.52
B718	BUDGET ANALYST I	STEP A	34.4334	2,754.67	5,968.45	71,621.47
		STEP B	35.2833	2,822.66	6,115.77	73,389.26
		STEP C	36.1547	2,892.37	6,266.81	75,201.77
		STEP D	37.0476	2,963.80	6,421.58	77,059.00
		STEP E	37.9625	3,037.00	6,580.16	78,962.00
		STEP F	38.9000	3,112.00	6,742.66	80,912.00
		STEP G	39.8607	3,188.85	6,909.18	82,910.25
		STEP H	40.8451	3,267.60	7,079.81	84,957.80
		STEP I	41.8538	3,348.30	7,254.65	87,055.90
		STEP J	42.8874	3,430.99	7,433.81	89,205.79
		STEP K	43.9466	3,515.72	7,617.41	91,408.92
		STEP L	45.0319	3,602.55	7,805.52	93,666.35
		STEP M	46.1440	3,691.52	7,998.29	95,979.52
B719	BUDGET ANALYST II	STEP A	37.3182	2,985.45	6,468.48	77,621.85
		STEP B	38.2394	3,059.15	6,628.16	79,537.95
		STEP C	39.1838	3,134.70	6,791.85	81,502.30
		STEP D	40.1515	3,212.12	6,959.59	83,515.12
		STEP E	41.1431	3,291.44	7,131.47	85,577.64
		STEP F	42.1591	3,372.72	7,307.57	87,690.92
		STEP G	43.2003	3,456.02	7,488.05	89,856.62
		STEP H	44.2672	3,541.37	7,672.98	92,075.77
		STEP I	45.3604	3,628.83	7,862.46	94,349.63
		STEP J	46.4806	3,718.44	8,056.63	96,679.64
		STEP K	47.6285	3,810.28	8,255.60	99,067.28
		STEP L	48.8047	3,904.37	8,459.48	101,513.77
		STEP M	50.0100	4,000.80	8,668.40	104,020.80

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B720	BUDGET MANAGER					
		STEP A	44.7525	3,580.20	7,757.10	93,085.20
		STEP B	45.8572	3,668.57	7,948.58	95,382.97
		STEP C	46.9897	3,759.17	8,144.88	97,738.57
		STEP D	48.1501	3,852.00	8,346.01	100,152.20
		STEP E	49.3393	3,947.14	8,552.14	102,625.74
		STEP F	50.5577	4,044.61	8,763.33	105,160.01
		STEP G	51.8063	4,144.50	8,979.75	107,757.10
		STEP H	53.0857	4,246.85	9,201.52	110,418.25
		STEP I	54.3967	4,351.73	9,428.76	113,145.13
		STEP J	55.7401	4,459.20	9,661.61	115,939.40
		STEP K	57.1167	4,569.33	9,900.22	118,802.73
		STEP L	58.5272	4,682.17	10,144.71	121,736.57
		STEP M	59.9726	4,797.80	10,395.25	124,743.00
B722	CENTRAL SERVICES DIRECTOR					
		STEP A	60.9892	4,879.13	10,571.46	126,857.53
		STEP B	62.4949	4,999.59	10,832.44	129,989.39
		STEP C	64.0383	5,123.06	11,099.97	133,199.66
		STEP D	65.6198	5,249.58	11,374.09	136,489.18
		STEP E	67.2403	5,379.22	11,654.98	139,859.82
		STEP F	68.9009	5,512.07	11,942.82	143,313.87
		STEP G	70.6024	5,648.19	12,237.74	146,852.99
		STEP H	72.3460	5,787.68	12,539.97	150,479.68
		STEP I	74.1327	5,930.61	12,849.66	154,196.01
		STEP J	75.9635	6,077.08	13,167.00	158,004.08
		STEP K	77.8395	6,227.16	13,492.18	161,906.16
		STEP L	79.7618	6,380.94	13,825.37	165,904.54
		STEP M	81.7316	6,538.52	14,166.81	170,001.72
B723	CHIEF FINANCIAL OFFICER					
		STEP A	86.5875	6,927.00	15,008.50	180,102.00
		STEP B	88.7250	7,098.00	15,379.00	184,548.00
		STEP C	90.9161	7,273.28	15,758.79	189,105.48
		STEP D	93.1614	7,452.91	16,147.97	193,775.71
		STEP E	95.4621	7,636.96	16,546.76	198,561.16
		STEP F	97.8196	7,825.56	16,955.39	203,464.76
		STEP G	100.2354	8,018.83	17,374.13	208,489.63
		STEP H	102.7108	8,216.86	17,803.20	213,638.46
		STEP I	105.2473	8,419.78	18,242.86	218,914.38
		STEP J	107.8465	8,627.72	18,693.39	224,320.72
		STEP K	110.5099	8,840.79	19,155.04	229,860.59
		STEP L	113.2390	9,059.12	19,628.09	235,537.12
		STEP M	116.0356	9,282.84	20,112.83	241,354.04

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B724	CHIEF INFORMATION OFFICER					
		STEP A	60.9892	4,879.13	10,571.46	126,857.53
		STEP B	62.4949	4,999.59	10,832.44	129,989.39
		STEP C	64.0383	5,123.06	11,099.97	133,199.66
		STEP D	65.6198	5,249.58	11,374.09	136,489.18
		STEP E	67.2403	5,379.22	11,654.98	139,859.82
		STEP F	68.9009	5,512.07	11,942.82	143,313.87
		STEP G	70.6024	5,648.19	12,237.74	146,852.99
		STEP H	72.3460	5,787.68	12,539.97	150,479.68
		STEP I	74.1327	5,930.61	12,849.66	154,196.01
		STEP J	75.9635	6,077.08	13,167.00	158,004.08
		STEP K	77.8395	6,227.16	13,492.18	161,906.16
		STEP L	79.7618	6,380.94	13,825.37	165,904.54
		STEP M	81.7316	6,538.52	14,166.81	170,001.72
B725	CITY CLERK					
		STEP A	49.4890	3,959.12	8,578.09	102,937.12
		STEP B	50.7112	4,056.89	8,789.94	105,479.29
		STEP C	51.9636	4,157.08	9,007.02	108,084.28
		STEP D	53.2468	4,259.74	9,229.44	110,753.34
		STEP E	54.5618	4,364.94	9,457.37	113,488.54
		STEP F	55.9093	4,472.74	9,690.94	116,291.34
		STEP G	57.2900	4,583.20	9,930.26	119,163.20
		STEP H	58.7049	4,696.39	10,175.51	122,106.19
		STEP I	60.1546	4,812.36	10,426.79	125,121.56
		STEP J	61.6402	4,931.21	10,684.30	128,211.61
		STEP K	63.1625	5,053.00	10,948.16	131,378.00
		STEP L	64.7223	5,177.78	11,218.53	134,622.38
		STEP M	66.3207	5,305.65	11,495.58	137,947.05
B726	CITY LIBRARIAN					
		STEP A	43.4443	3,475.54	7,530.34	90,364.14
		STEP B	44.5172	3,561.37	7,716.31	92,595.77
		STEP C	45.6166	3,649.32	7,906.87	94,882.52
		STEP D	46.7432	3,739.45	8,102.15	97,225.85
		STEP E	47.8976	3,831.80	8,302.25	99,627.00
		STEP F	49.0804	3,926.43	8,507.26	102,087.23
		STEP G	50.2925	4,023.40	8,717.36	104,608.40
		STEP H	51.5345	4,122.76	8,932.64	107,191.76
		STEP I	52.8072	4,224.57	9,153.24	109,838.97
		STEP J	54.1114	4,328.91	9,379.30	112,551.71
		STEP K	55.4477	4,435.81	9,610.93	115,331.21
		STEP L	56.8170	4,545.36	9,848.28	118,179.36
		STEP M	58.2202	4,657.61	10,091.50	121,098.01

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B852	CONTROLLER					
		STEP A	46.9901	3,759.20	8,144.95	97,739.40
		STEP B	48.1500	3,852.00	8,346.00	100,152.00
		STEP C	49.3391	3,947.12	8,552.11	102,625.32
		STEP D	50.5576	4,044.60	8,763.31	105,159.80
		STEP E	51.8062	4,144.49	8,979.74	107,756.89
		STEP F	53.0856	4,246.84	9,201.50	110,418.04
		STEP G	54.3966	4,351.72	9,428.74	113,144.92
		STEP H	55.7400	4,459.20	9,661.60	115,939.20
		STEP I	57.1165	4,569.32	9,900.19	118,802.32
		STEP J	58.5271	4,682.16	10,144.69	121,736.36
		STEP K	59.9724	4,797.79	10,395.21	124,742.59
		STEP L	61.4535	4,916.28	10,651.94	127,823.28
		STEP M	62.9712	5,037.69	10,915.00	130,980.09
B728	DEPT PUBLIC INFO OFFICER					
		STEP A	38.3214	3,065.71	6,642.37	79,708.51
		STEP B	39.2676	3,141.40	6,806.38	81,676.60
		STEP C	40.2373	3,218.98	6,974.46	83,693.58
		STEP D	41.2310	3,298.48	7,146.70	85,760.48
		STEP E	42.2493	3,379.94	7,323.21	87,878.54
		STEP F	43.2926	3,463.40	7,504.05	90,048.60
		STEP G	44.3618	3,548.94	7,689.37	92,272.54
		STEP H	45.4574	3,636.59	7,879.28	94,551.39
		STEP I	46.5800	3,726.40	8,073.86	96,886.40
		STEP J	47.7303	3,818.42	8,273.25	99,279.02
		STEP K	48.9091	3,912.72	8,477.57	101,730.92
		STEP L	50.1169	4,009.35	8,686.92	104,243.15
		STEP M	51.3546	4,108.36	8,901.46	106,817.56
B729	DEPUTY CITY ATTORNEY I					
		STEP A	51.0406	4,083.24	8,847.03	106,164.44
		STEP B	52.3005	4,184.04	9,065.42	108,785.04
		STEP C	53.5922	4,287.37	9,289.31	111,471.77
		STEP D	54.9157	4,393.25	9,518.72	114,224.65
		STEP E	56.2719	4,501.75	9,753.79	117,045.55
		STEP F	57.6616	4,612.92	9,994.67	119,936.12
		STEP G	59.0856	4,726.84	10,241.50	122,898.04
		STEP H	60.5447	4,843.57	10,494.41	125,932.97
		STEP I	62.0400	4,963.20	10,753.60	129,043.20
		STEP J	63.5721	5,085.76	11,019.16	132,229.96
		STEP K	65.1421	5,211.36	11,291.29	135,495.56
		STEP L	66.7508	5,340.06	11,570.13	138,841.66
		STEP M	68.3993	5,471.94	11,855.87	142,270.54

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B730	DEPUTY CITY ATTORNEY II					
		STEP A	56.1446	4,491.56	9,731.73	116,780.76
		STEP B	57.5306	4,602.44	9,971.97	119,663.64
		STEP C	58.9514	4,716.11	10,218.24	122,618.91
		STEP D	60.4072	4,832.57	10,470.58	125,646.97
		STEP E	61.8990	4,951.92	10,729.16	128,749.92
		STEP F	63.4277	5,074.21	10,994.13	131,929.61
		STEP G	64.9941	5,199.52	11,265.64	135,187.72
		STEP H	66.5992	5,327.93	11,543.86	138,526.33
		STEP I	68.2439	5,459.51	11,828.94	141,947.31
		STEP J	69.9293	5,594.34	12,121.07	145,452.94
		STEP K	71.6563	5,732.50	12,420.42	149,045.10
		STEP L	73.4259	5,874.07	12,727.15	152,725.87
		STEP M	75.2392	6,019.13	13,041.46	156,497.53
B731	DEPUTY CITY MANAGER					
		STEP A	55.5189	4,441.51	9,623.27	115,479.31
		STEP B	56.8894	4,551.15	9,860.82	118,329.95
		STEP C	58.2944	4,663.55	10,104.36	121,252.35
		STEP D	59.7340	4,778.72	10,353.89	124,246.72
		STEP E	61.2092	4,896.73	10,609.59	127,315.13
		STEP F	62.7208	5,017.66	10,871.60	130,459.26
		STEP G	64.2698	5,141.58	11,140.09	133,681.18
		STEP H	65.8570	5,268.56	11,415.21	136,982.56
		STEP I	67.4834	5,398.67	11,697.12	140,365.47
		STEP J	69.1500	5,532.00	11,986.00	143,832.00
		STEP K	70.8577	5,668.61	12,282.00	147,384.01
		STEP L	72.6076	5,808.60	12,585.31	151,023.80
		STEP M	74.4007	5,952.05	12,896.12	154,753.45
B732	DEVELOPMENT ANALYST I					
		STEP A	33.2609	2,660.87	5,765.22	69,182.67
		STEP B	34.0820	2,726.56	5,907.54	70,890.56
		STEP C	34.9236	2,793.88	6,053.42	72,641.08
		STEP D	35.7861	2,862.88	6,202.92	74,435.08
		STEP E	36.6699	2,933.59	6,356.11	76,273.39
		STEP F	37.5755	3,006.04	6,513.08	78,157.04
		STEP G	38.5035	3,080.28	6,673.94	80,087.28
		STEP H	39.4543	3,156.34	6,838.74	82,064.94
		STEP I	40.4287	3,234.29	7,007.64	84,091.69
		STEP J	41.4271	3,314.16	7,180.69	86,168.36
		STEP K	42.4502	3,396.01	7,358.03	88,296.41
		STEP L	43.4986	3,479.88	7,539.75	90,477.08
		STEP M	44.5728	3,565.82	7,725.95	92,711.42

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B733	DEVELOPMENT ANALYST II					
		STEP A	36.5872	2,926.97	6,341.78	76,101.37
		STEP B	37.4902	2,999.21	6,498.30	77,979.61
		STEP C	38.4160	3,073.28	6,658.77	79,905.28
		STEP D	39.3647	3,149.17	6,823.21	81,878.57
		STEP E	40.3369	3,226.95	6,991.72	83,900.75
		STEP F	41.3331	3,306.64	7,164.40	85,972.84
		STEP G	42.3538	3,388.30	7,341.32	88,095.90
		STEP H	43.3998	3,471.98	7,522.63	90,271.58
		STEP I	44.4716	3,557.72	7,708.41	92,500.92
		STEP J	45.5699	3,645.59	7,898.78	94,785.39
		STEP K	46.6952	3,735.61	8,093.83	97,126.01
		STEP L	47.8484	3,827.87	8,293.72	99,524.67
		STEP M	49.0301	3,922.40	8,498.55	101,982.60
B734	DEVELOPMENT SERVICES DIRECTOR					
		STEP A	67.1903	5,375.22	11,646.31	139,755.82
		STEP B	68.8490	5,507.92	11,933.82	143,205.92
		STEP C	70.5493	5,643.94	12,228.54	146,742.54
		STEP D	72.2916	5,783.32	12,530.54	150,366.52
		STEP E	74.0769	5,926.15	12,840.00	154,079.95
		STEP F	75.9063	6,072.50	13,157.09	157,885.10
		STEP G	77.7809	6,222.47	13,482.02	161,784.27
		STEP H	79.7018	6,376.14	13,814.97	165,779.74
		STEP I	81.6701	6,533.60	14,156.15	169,873.80
		STEP J	83.6870	6,694.96	14,505.74	174,068.96
		STEP K	85.7538	6,860.30	14,863.99	178,367.90
		STEP L	87.8715	7,029.72	15,231.06	182,772.72
		STEP M	90.0416	7,203.32	15,607.21	187,286.52
B735	DEVELOPMENT SERVICES MANAGER					
		STEP A	55.5189	4,441.51	9,623.27	115,479.31
		STEP B	56.8894	4,551.15	9,860.82	118,329.95
		STEP C	58.2944	4,663.55	10,104.36	121,252.35
		STEP D	59.7340	4,778.72	10,353.89	124,246.72
		STEP E	61.2092	4,896.73	10,609.59	127,315.13
		STEP F	62.7208	5,017.66	10,871.60	130,459.26
		STEP G	64.2698	5,141.58	11,140.09	133,681.18
		STEP H	65.8570	5,268.56	11,415.21	136,982.56
		STEP I	67.4834	5,398.67	11,697.12	140,365.47
		STEP J	69.1500	5,532.00	11,986.00	143,832.00
		STEP K	70.8577	5,668.61	12,282.00	147,384.01
		STEP L	72.6076	5,808.60	12,585.31	151,023.80
		STEP M	74.4007	5,952.05	12,896.12	154,753.45

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B736	ECONOMIC DEVELOPMENT DIRECTOR					
	STEP A		64.6607	5,172.85	11,207.85	134,494.25
	STEP B		66.2571	5,300.56	11,484.56	137,814.76
	STEP C		67.8933	5,431.46	11,768.17	141,218.06
	STEP D		69.5700	5,565.60	12,058.80	144,705.60
	STEP E		71.2881	5,703.04	12,356.60	148,279.24
	STEP F		73.0487	5,843.89	12,661.77	151,941.29
	STEP G		74.8527	5,988.21	12,974.46	155,693.61
	STEP H		76.7012	6,136.09	13,294.87	159,538.49
	STEP I		78.5955	6,287.64	13,623.22	163,478.64
	STEP J		80.5364	6,442.91	13,959.64	167,515.71
	STEP K		82.5254	6,602.03	14,304.40	171,652.83
	STEP L		84.5634	6,765.07	14,657.65	175,891.87
	STEP M		86.6518	6,932.14	15,019.64	180,235.74
B737	ECONOMIC DEVELOPMENT MANAGER					
	STEP A		43.4443	3,475.54	7,530.34	90,364.14
	STEP B		44.5172	3,561.37	7,716.31	92,595.77
	STEP C		45.6166	3,649.32	7,906.87	94,882.52
	STEP D		46.7432	3,739.45	8,102.15	97,225.85
	STEP E		47.8976	3,831.80	8,302.25	99,627.00
	STEP F		49.0804	3,926.43	8,507.26	102,087.23
	STEP G		50.2925	4,023.40	8,717.36	104,608.40
	STEP H		51.5345	4,122.76	8,932.64	107,191.76
	STEP I		52.8072	4,224.57	9,153.24	109,838.97
	STEP J		54.1114	4,328.91	9,379.30	112,551.71
	STEP K		55.4477	4,435.81	9,610.93	115,331.21
	STEP L		56.8170	4,545.36	9,848.28	118,179.36
	STEP M		58.2202	4,657.61	10,091.50	121,098.01
B738	ELECTRIC BUSINESS ANALYST I					
	STEP A		39.3071	3,144.56	6,813.23	81,758.76
	STEP B		40.2773	3,222.18	6,981.39	83,776.78
	STEP C		41.2720	3,301.76	7,153.81	85,845.76
	STEP D		42.2913	3,383.30	7,330.49	87,965.90
	STEP E		43.3357	3,466.85	7,511.52	90,138.25
	STEP F		44.4059	3,552.47	7,697.02	92,364.27
	STEP G		45.5026	3,640.20	7,887.11	94,645.40
	STEP H		46.6263	3,730.10	8,081.89	96,982.70
	STEP I		47.7778	3,822.22	8,281.48	99,377.82
	STEP J		48.9577	3,916.61	8,486.00	101,832.01
	STEP K		50.1668	4,013.34	8,695.57	104,346.94
	STEP L		51.4057	4,112.45	8,910.32	106,923.85
	STEP M		52.6752	4,214.01	9,130.36	109,564.41

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B739	ELECTRIC BUSINESS ANALYST II					
	STEP A		43.2416	3,459.32	7,495.21	89,942.52
	STEP B		44.3091	3,544.72	7,680.24	92,162.92
	STEP C		45.4034	3,632.27	7,869.92	94,439.07
	STEP D		46.5246	3,721.96	8,064.26	96,771.16
	STEP E		47.6736	3,813.88	8,263.42	99,161.08
	STEP F		48.8510	3,908.08	8,467.50	101,610.08
	STEP G		50.0574	4,004.59	8,676.61	104,119.39
	STEP H		51.2936	4,103.48	8,890.89	106,690.68
	STEP I		52.5604	4,204.83	9,110.46	109,325.63
	STEP J		53.8584	4,308.67	9,335.45	112,025.47
	STEP K		55.1885	4,415.08	9,566.00	114,792.08
	STEP L		56.5514	4,524.11	9,802.24	117,626.91
	STEP M		57.9480	4,635.84	10,044.32	120,531.84
B740	ELECTRIC COMPLIANCE ANALYST					
	STEP A		45.0209	3,601.67	7,803.62	93,643.47
	STEP B		46.1322	3,690.57	7,996.24	95,954.97
	STEP C		47.2715	3,781.72	8,193.72	98,324.72
	STEP D		48.4389	3,875.11	8,396.07	100,752.91
	STEP E		49.6352	3,970.81	8,603.43	103,241.21
	STEP F		50.8610	4,068.88	8,815.90	105,790.88
	STEP G		52.1170	4,169.36	9,033.61	108,403.36
	STEP H		53.4041	4,272.32	9,256.71	111,080.52
	STEP I		54.7230	4,377.84	9,485.32	113,823.84
	STEP J		56.0744	4,485.95	9,719.56	116,634.75
	STEP K		57.4592	4,596.73	9,959.59	119,515.13
	STEP L		58.8782	4,710.25	10,205.55	122,466.65
	STEP M		60.3323	4,826.58	10,457.59	125,491.18
B941	ELECTRIC CUSTOMR PROGRAMS SUPV					
	STEP A		54.7676	4,381.40	9,493.05	113,916.60
	STEP B		56.1194	4,489.55	9,727.36	116,728.35
	STEP C		57.5054	4,600.43	9,967.60	119,611.23
	STEP D		58.9255	4,714.04	10,213.75	122,565.04
	STEP E		60.3807	4,830.45	10,465.98	125,591.85
	STEP F		61.8719	4,949.75	10,724.46	128,693.55
	STEP G		63.3999	5,071.99	10,989.31	131,871.79
	STEP H		64.9656	5,197.24	11,260.70	135,128.44
	STEP I		66.5700	5,325.60	11,538.80	138,465.60
	STEP J		68.2140	5,457.12	11,823.76	141,885.12
	STEP K		69.8986	5,591.88	12,115.75	145,389.08
	STEP L		71.6249	5,729.99	12,414.98	148,979.79
	STEP M		73.3937	5,871.49	12,721.57	152,658.89

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B741	ELECTRIC ENGINEERING TECH SUPV					
		STEP A	47.8512	3,828.09	8,294.20	99,530.49
		STEP B	49.0323	3,922.58	8,498.93	101,987.18
		STEP C	50.2432	4,019.45	8,708.82	104,505.85
		STEP D	51.4840	4,118.72	8,923.89	107,086.72
		STEP E	52.7555	4,220.44	9,144.28	109,731.44
		STEP F	54.0583	4,324.66	9,370.10	112,441.26
		STEP G	55.3934	4,431.47	9,601.52	115,218.27
		STEP H	56.7614	4,540.91	9,838.64	118,063.71
		STEP I	58.1631	4,653.04	10,081.60	120,979.24
		STEP J	59.5995	4,767.96	10,330.58	123,966.96
		STEP K	61.0714	4,885.71	10,585.70	127,028.51
		STEP L	62.5796	5,006.36	10,847.13	130,165.56
		STEP M	64.1251	5,130.00	11,115.01	133,380.20
B743	ELECTRIC OPERATIONS MANAGER					
		STEP A	67.5845	5,406.76	11,714.64	140,575.76
		STEP B	69.2528	5,540.22	12,003.81	144,045.82
		STEP C	70.9631	5,677.04	12,300.27	147,603.24
		STEP D	72.7156	5,817.24	12,604.03	151,248.44
		STEP E	74.5114	5,960.91	12,915.30	154,983.71
		STEP F	76.3515	6,108.12	13,234.26	158,811.12
		STEP G	78.2371	6,258.96	13,561.09	162,733.16
		STEP H	80.1692	6,413.53	13,895.99	166,751.93
		STEP I	82.1491	6,571.92	14,239.17	170,870.12
		STEP J	84.1778	6,734.22	14,590.81	175,089.82
		STEP K	86.2567	6,900.53	14,951.16	179,413.93
		STEP L	88.3869	7,070.95	15,320.39	183,844.75
		STEP M	90.5697	7,245.57	15,698.74	188,384.97
B945	ELECTRIC OPERATIONS SUPERVISOR					
		STEP A	61.4415	4,915.32	10,649.86	127,798.32
		STEP B	62.9581	5,036.64	10,912.73	130,952.84
		STEP C	64.5129	5,161.03	11,182.23	134,186.83
		STEP D	66.1061	5,288.48	11,458.39	137,500.68
		STEP E	67.7387	5,419.09	11,741.37	140,896.49
		STEP F	69.4116	5,552.92	12,031.34	144,376.12
		STEP G	71.1258	5,690.06	12,328.47	147,941.66
		STEP H	72.8823	5,830.58	12,632.93	151,595.18
		STEP I	74.6822	5,974.57	12,944.91	155,338.97
		STEP J	76.5265	6,122.12	13,264.59	159,175.12
		STEP K	78.4164	6,273.31	13,592.17	163,106.11
		STEP L	80.3530	6,428.24	13,927.85	167,134.24
		STEP M	82.3374	6,586.99	14,271.81	171,261.79

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B744	ELECTRIC RATES & FINANCL ADMIN					
		STEP A	58.3337	4,666.69	10,111.17	121,334.09
		STEP B	59.7736	4,781.88	10,360.75	124,329.08
		STEP C	61.2497	4,899.97	10,616.61	127,399.37
		STEP D	62.7623	5,020.98	10,878.79	130,545.58
		STEP E	64.3123	5,144.98	11,147.46	133,769.58
		STEP F	65.9006	5,272.04	11,422.77	137,073.24
		STEP G	67.5281	5,402.24	11,704.87	140,458.44
		STEP H	69.1957	5,535.65	11,993.92	143,927.05
		STEP I	70.9046	5,672.36	12,290.13	147,481.56
		STEP J	72.6557	5,812.45	12,593.65	151,123.85
		STEP K	74.4500	5,956.00	12,904.66	154,856.00
		STEP L	76.2886	6,103.08	13,223.35	158,680.28
		STEP M	78.1726	6,253.80	13,549.91	162,599.00
B745	ELECTRIC REGU COMPLNCE ADMNSTR					
		STEP A	67.5845	5,406.76	11,714.64	140,575.76
		STEP B	69.2528	5,540.22	12,003.81	144,045.82
		STEP C	70.9631	5,677.04	12,300.27	147,603.24
		STEP D	72.7156	5,817.24	12,604.03	151,248.44
		STEP E	74.5114	5,960.91	12,915.30	154,983.71
		STEP F	76.3515	6,108.12	13,234.26	158,811.12
		STEP G	78.2371	6,258.96	13,561.09	162,733.16
		STEP H	80.1692	6,413.53	13,895.99	166,751.93
		STEP I	82.1491	6,571.92	14,239.17	170,870.12
		STEP J	84.1778	6,734.22	14,590.81	175,089.82
		STEP K	85.2567	6,820.53	14,777.82	177,333.93
		STEP L	88.3869	7,070.95	15,320.39	183,844.75
		STEP M	90.5697	7,245.57	15,698.74	188,384.97
B746	ELECTRIC RESOURCES ANALYST I					
		STEP A	47.9688	3,837.50	8,314.59	99,775.10
		STEP B	49.1529	3,932.23	8,519.83	102,238.03
		STEP C	50.3668	4,029.34	8,730.24	104,762.94
		STEP D	51.6107	4,128.85	8,945.85	107,350.25
		STEP E	52.8852	4,230.81	9,166.76	110,001.21
		STEP F	54.1913	4,335.30	9,393.15	112,717.90
		STEP G	55.5296	4,442.36	9,625.13	115,501.56
		STEP H	56.9010	4,552.08	9,862.84	118,354.08
		STEP I	58.3062	4,664.49	10,106.40	121,276.89
		STEP J	59.7461	4,779.68	10,355.99	124,271.88
		STEP K	61.2216	4,897.72	10,611.74	127,340.92
		STEP L	62.7335	5,018.68	10,873.80	130,485.68
		STEP M	64.2828	5,142.62	11,142.35	133,708.22

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B747	ELECTRIC RESOURCES ANALYST II					
		STEP A	52.7703	4,221.62	9,146.85	109,762.22
		STEP B	54.0729	4,325.83	9,372.63	112,471.63
		STEP C	55.4083	4,432.66	9,604.10	115,249.26
		STEP D	56.7766	4,542.12	9,841.27	118,095.32
		STEP E	58.1788	4,654.30	10,084.32	121,011.90
		STEP F	59.6156	4,769.24	10,333.37	124,000.44
		STEP G	61.0878	4,887.02	10,588.55	127,062.62
		STEP H	62.5965	5,007.72	10,850.06	130,200.72
		STEP I	64.1424	5,131.39	11,118.01	133,416.19
		STEP J	65.7264	5,258.11	11,392.57	136,710.91
		STEP K	67.3496	5,387.96	11,673.93	140,087.16
		STEP L	69.0129	5,521.03	11,962.23	143,546.83
		STEP M	70.7172	5,657.37	12,257.64	147,091.77
B749	ELECTRIC RISK MGMT ADMNSTR					
		STEP A	64.1688	5,133.50	11,122.59	133,471.10
		STEP B	65.7529	5,260.23	11,397.16	136,766.03
		STEP C	67.3767	5,390.13	11,678.62	140,143.53
		STEP D	69.0406	5,523.24	11,967.03	143,604.44
		STEP E	70.7457	5,659.65	12,262.58	147,151.05
		STEP F	72.4928	5,799.42	12,565.41	150,785.02
		STEP G	74.2831	5,942.64	12,875.73	154,508.84
		STEP H	76.1176	6,089.40	13,193.71	158,324.60
		STEP I	77.9974	6,239.79	13,519.54	162,234.59
		STEP J	79.9236	6,393.88	13,853.42	166,241.08
		STEP K	81.8974	6,551.79	14,195.54	170,346.59
		STEP L	83.9199	6,713.59	14,546.11	174,553.39
		STEP M	85.9924	6,879.39	14,905.34	178,864.19
B750	ELECTRIC SAFETY COORDINATOR					
		STEP A	36.5871	2,926.96	6,341.76	76,101.16
		STEP B	37.4902	2,999.21	6,498.30	77,979.61
		STEP C	38.4160	3,073.28	6,658.77	79,905.28
		STEP D	39.3647	3,149.17	6,823.21	81,878.57
		STEP E	40.3369	3,226.95	6,991.72	83,900.75
		STEP F	41.3331	3,306.64	7,164.40	85,972.84
		STEP G	42.3538	3,388.30	7,341.32	88,095.90
		STEP H	43.3998	3,471.98	7,522.63	90,271.58
		STEP I	44.4716	3,557.72	7,708.41	92,500.92
		STEP J	45.5699	3,645.59	7,898.78	94,785.39
		STEP K	46.6952	3,735.61	8,093.83	97,126.01
		STEP L	47.8484	3,827.87	8,293.72	99,524.67
		STEP M	49.0301	3,922.40	8,498.55	101,982.60

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B751	ELECTRIC SUBSTATION SUPERVISOR					
		STEP A	61.4415	4,915.32	10,649.86	127,798.32
		STEP B	62.9581	5,036.64	10,912.73	130,952.84
		STEP C	64.5129	5,161.03	11,182.23	134,186.83
		STEP D	66.1061	5,288.48	11,458.39	137,500.68
		STEP E	67.7387	5,419.09	11,741.37	140,896.49
		STEP F	69.4116	5,552.92	12,031.34	144,376.12
		STEP G	71.1258	5,690.06	12,328.47	147,941.66
		STEP H	72.8823	5,830.58	12,632.93	151,595.18
		STEP I	74.6822	5,974.57	12,944.91	155,338.97
		STEP J	76.5265	6,122.12	13,264.59	159,175.12
		STEP K	78.4164	6,273.31	13,592.17	163,106.11
		STEP L	80.3530	6,428.24	13,927.85	167,134.24
		STEP M	82.3374	6,586.99	14,271.81	171,261.79
B752	ELECTRIC TECHNOLOGY SYST SUPV					
		STEP A	50.0104	4,000.83	8,668.46	104,021.63
		STEP B	51.2449	4,099.59	8,882.44	106,589.39
		STEP C	52.5104	4,200.83	9,101.80	109,221.63
		STEP D	53.8072	4,304.57	9,326.58	111,918.97
		STEP E	55.1361	4,410.88	9,556.92	114,683.08
		STEP F	56.4977	4,519.81	9,792.93	117,515.21
		STEP G	57.8930	4,631.44	10,034.78	120,417.44
		STEP H	59.3227	4,745.81	10,282.60	123,391.21
		STEP I	60.7877	4,863.01	10,536.53	126,438.41
		STEP J	62.2889	4,983.11	10,796.74	129,560.91
		STEP K	63.8272	5,106.17	11,063.38	132,760.57
		STEP L	65.4035	5,232.28	11,336.60	136,039.28
		STEP M	67.0187	5,361.49	11,616.57	139,398.89
B753	ELECTRIC UTILITY DIRECTOR					
		STEO E	110.1541	8,812.32	19,093.37	229,120.52
		STEP A	99.9138	7,993.10	17,318.39	207,820.70
		STEP B	102.3801	8,190.40	17,745.88	212,950.60
		STEP C	104.9085	8,392.68	18,184.14	218,209.68
		STEP D	107.4993	8,599.94	18,633.21	223,598.54
		STEP F	112.8745	9,029.96	19,564.91	234,778.96
		STEP G	115.6620	9,252.96	20,048.08	240,576.96
		STEP H	118.5184	9,481.47	20,543.18	246,518.27
		STEP I	121.4454	9,715.63	21,050.53	252,606.43
		STEP J	124.4446	9,955.56	21,570.39	258,844.76
		STEP K	127.5179	10,201.43	22,103.10	265,237.23
		STEP L	130.6670	10,453.36	22,648.94	271,787.36
		STEP M	133.8940	10,711.52	23,208.29	278,499.52

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B754	ELECTRONIC MAINT COORDINATOR					
		STEP A	35.2965	2,823.72	6,118.06	73,416.72
		STEP B	36.1682	2,893.45	6,269.15	75,229.85
		STEP C	37.0614	2,964.91	6,423.97	77,087.71
		STEP D	37.9766	3,038.12	6,582.61	78,991.32
		STEP E	38.9145	3,113.16	6,745.18	80,942.16
		STEP F	39.8755	3,190.04	6,911.75	82,941.04
		STEP G	40.8603	3,268.82	7,082.45	84,989.42
		STEP H	41.8694	3,349.55	7,257.36	87,088.35
		STEP I	42.9034	3,432.27	7,436.58	89,239.07
		STEP J	43.9629	3,517.03	7,620.23	91,442.83
		STEP K	45.0486	3,603.88	7,808.42	93,701.08
		STEP L	46.1612	3,692.89	8,001.27	96,015.29
		STEP M	47.3012	3,784.09	8,198.87	98,386.49
B755	EMS QUAL ASSURANCE COORDINATOR					
		STEP A	45.1917	3,615.33	7,833.22	93,998.73
		STEP B	46.3073	3,704.58	8,026.59	96,319.18
		STEP C	47.4509	3,796.07	8,224.82	98,697.87
		STEP D	48.6228	3,889.82	8,427.95	101,135.42
		STEP E	49.8236	3,985.88	8,636.09	103,633.08
		STEP F	51.0540	4,084.32	8,849.36	106,192.32
		STEP G	52.3148	4,185.18	9,067.89	108,814.78
		STEP H	53.6068	4,288.54	9,291.84	111,502.14
		STEP I	54.9307	4,394.45	9,521.32	114,255.85
		STEP J	56.2873	4,502.98	9,756.46	117,077.58
		STEP K	57.6773	4,614.18	9,997.39	119,968.78
		STEP L	59.1017	4,728.13	10,244.29	122,931.53
		STEP M	60.5613	4,844.90	10,497.29	125,967.50
B939	ENERGY SERVICES ACCOUNT REP I					
		STEP A	39.3599	3,148.79	6,822.38	81,868.59
		STEP B	40.3314	3,226.51	6,990.77	83,889.31
		STEP C	41.3274	3,306.19	7,163.41	85,960.99
		STEP D	42.3480	3,387.84	7,340.32	88,083.84
		STEP E	43.3939	3,471.51	7,521.60	90,259.31
		STEP F	44.4655	3,557.24	7,707.35	92,488.24
		STEP G	45.5636	3,645.08	7,897.69	94,772.28
		STEP H	46.6889	3,735.11	8,092.74	97,112.91
		STEP I	47.8419	3,827.35	8,292.59	99,511.15
		STEP J	49.0234	3,921.87	8,497.38	101,968.67
		STEP K	50.2341	4,018.72	8,707.24	104,486.92
		STEP L	51.4747	4,117.97	8,922.28	107,067.37
		STEP M	52.7459	4,219.67	9,142.62	109,711.47

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B756	ENERGY SERVICES ACCOUNT REP II					
		STEP A	43.2959	3,463.67	7,504.62	90,055.47
		STEP B	44.3646	3,549.16	7,689.86	92,278.36
		STEP C	45.4602	3,636.81	7,879.76	94,557.21
		STEP D	46.5829	3,726.63	8,074.36	96,892.43
		STEP E	47.7333	3,818.66	8,273.77	99,285.26
		STEP F	48.9122	3,912.97	8,478.11	101,737.37
		STEP G	50.1201	4,009.60	8,687.48	104,249.80
		STEP H	51.3579	4,108.63	8,902.03	106,824.43
		STEP I	52.6262	4,210.09	9,121.87	109,462.49
		STEP J	53.9259	4,314.07	9,347.15	112,165.87
		STEP K	55.2576	4,420.60	9,577.98	114,935.80
		STEP L	56.6223	4,529.78	9,814.53	117,774.38
		STEP M	58.0206	4,641.64	10,056.90	120,682.84
B757	ENGINEERING MANAGER					
		STEP A	56.5013	4,520.10	9,793.55	117,522.70
		STEP B	57.8958	4,631.66	10,035.27	120,423.26
		STEP C	59.3256	4,746.04	10,283.10	123,397.24
		STEP D	60.7907	4,863.25	10,537.05	126,444.65
		STEP E	62.2920	4,983.36	10,797.28	129,567.36
		STEP F	63.8304	5,106.43	11,063.93	132,767.23
		STEP G	65.4068	5,232.54	11,337.17	136,046.14
		STEP H	67.0220	5,361.76	11,617.14	139,405.76
		STEP I	68.6772	5,494.17	11,904.04	142,848.57
		STEP J	70.3733	5,629.86	12,198.03	146,376.46
		STEP K	72.1112	5,768.89	12,499.27	149,991.29
		STEP L	73.8921	5,911.36	12,807.96	153,695.56
		STEP M	75.7169	6,057.35	13,124.26	157,491.15
B758	ENVIRONMENTAL COORDINATOR					
		STEP A	42.0752	3,366.01	7,293.03	87,516.41
		STEP B	43.1139	3,449.11	7,473.07	89,676.91
		STEP C	44.1786	3,534.28	7,657.62	91,891.48
		STEP D	45.2697	3,621.57	7,846.74	94,160.97
		STEP E	46.3877	3,711.01	8,040.53	96,486.41
		STEP F	47.5333	3,802.66	8,239.10	98,869.26
		STEP G	48.7071	3,896.56	8,442.56	101,310.76
		STEP H	49.9100	3,992.80	8,651.06	103,812.80
		STEP I	51.1426	4,091.40	8,864.71	106,376.60
		STEP J	52.4056	4,192.44	9,083.63	109,003.64
		STEP K	53.6998	4,295.98	9,307.96	111,695.58
		STEP L	55.0260	4,402.08	9,537.84	114,454.08
		STEP M	56.3849	4,510.79	9,773.38	117,280.59

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B761	ENVIRONMENTAL UTIL COMPL ADMIN					
		STEP A	42.0733	3,365.86	7,292.70	87,512.46
		STEP B	43.1117	3,448.93	7,472.69	89,672.33
		STEP C	44.1764	3,534.11	7,657.24	91,886.91
		STEP D	45.2674	3,621.39	7,846.34	94,156.19
		STEP E	46.3853	3,710.82	8,040.11	96,481.42
		STEP F	47.5308	3,802.46	8,238.67	98,864.06
		STEP G	48.7046	3,896.36	8,442.13	101,305.56
		STEP H	49.9074	3,992.59	8,650.61	103,807.39
		STEP I	51.1400	4,091.20	8,864.26	106,371.20
		STEP J	52.4029	4,192.23	9,083.16	108,998.03
		STEP K	53.6970	4,295.76	9,307.48	111,689.76
		STEP L	55.0231	4,401.84	9,537.33	114,448.04
		STEP M	56.3820	4,510.56	9,772.88	117,274.56
B759	ENVIRONMENTAL UTIL DIRECTOR					
		STEP A	74.5054	5,960.43	12,914.26	154,971.23
		STEP B	76.3445	6,107.56	13,233.04	158,796.56
		STEP C	78.2299	6,258.39	13,559.84	162,718.19
		STEP D	80.1619	6,412.95	13,894.72	166,736.75
		STEP E	82.1416	6,571.32	14,237.87	170,854.52
		STEP F	84.1701	6,733.60	14,589.48	175,073.80
		STEP G	86.2488	6,899.90	14,949.79	179,397.50
		STEP H	88.3788	7,070.30	15,318.99	183,827.90
		STEP I	90.5614	7,244.91	15,697.30	188,367.71
		STEP J	92.7979	7,423.83	16,084.96	193,019.63
		STEP K	95.0896	7,607.16	16,482.19	197,786.36
		STEP L	97.4380	7,795.04	16,889.25	202,671.04
		STEP M	99.8443	7,987.54	17,306.34	207,676.14
B760	EQUIPMENT MAINT SUPERVISOR					
		STEP A	31.4681	2,517.44	5,454.47	65,453.64
		STEP B	32.2449	2,579.59	5,589.11	67,069.39
		STEP C	33.0412	2,643.29	5,727.14	68,725.69
		STEP D	33.8572	2,708.57	5,868.58	70,422.97
		STEP E	34.6934	2,775.47	6,013.52	72,162.27
		STEP F	35.5501	2,844.00	6,162.01	73,944.20
		STEP G	36.4281	2,914.24	6,314.20	75,770.44
		STEP H	37.3277	2,986.21	6,470.13	77,641.61
		STEP I	38.2496	3,059.96	6,629.93	79,559.16
		STEP J	39.1942	3,135.53	6,793.66	81,523.93
		STEP K	40.1621	3,212.96	6,961.43	83,537.16
		STEP L	41.1540	3,292.32	7,133.36	85,600.32
		STEP M	42.1703	3,373.62	7,309.51	87,714.22

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B851	ERP MANAGER	STEP A	48.3018	3,864.14	8,372.31	100,467.74
		STEP B	49.4942	3,959.53	8,578.99	102,947.93
		STEP C	50.7165	4,057.32	8,790.86	105,490.32
		STEP D	51.9690	4,157.52	9,007.96	108,095.52
		STEP E	53.2524	4,260.19	9,230.41	110,764.99
		STEP F	54.5675	4,365.40	9,458.36	113,500.40
		STEP G	55.9151	4,473.20	9,691.95	116,303.40
		STEP H	57.2960	4,583.68	9,931.30	119,175.68
		STEP I	58.7110	4,696.88	10,176.57	122,118.88
		STEP J	60.1609	4,812.87	10,427.88	125,134.67
		STEP K	61.6467	4,931.73	10,685.42	128,225.13
		STEP L	63.1691	5,053.52	10,949.31	131,391.72
		STEP M	64.7291	5,178.32	11,219.71	134,636.52
B847	EU BUSINESS SVCS ADMINISTRATOR	STEP A	42.9160	3,433.28	7,438.77	89,265.28
		STEP B	43.9753	3,518.02	7,622.38	91,468.62
		STEP C	45.0614	3,604.91	7,810.64	93,727.71
		STEP D	46.1742	3,693.93	8,003.52	96,042.33
		STEP E	47.3145	3,785.16	8,201.18	98,414.16
		STEP F	48.4830	3,878.64	8,403.72	100,844.64
		STEP G	49.6803	3,974.42	8,611.25	103,335.02
		STEP H	50.9072	4,072.57	8,823.91	105,886.97
		STEP I	52.1644	4,173.15	9,041.82	108,501.95
		STEP J	53.4527	4,276.21	9,265.13	111,181.61
		STEP K	54.7728	4,381.82	9,493.95	113,927.42
		STEP L	56.1254	4,490.03	9,728.40	116,740.83
		STEP M	57.5115	4,600.92	9,968.66	119,623.92
B848	EU RATE ANALYST I	STEP A	34.4334	2,754.67	5,968.45	71,621.47
		STEP B	35.2833	2,822.66	6,115.77	73,389.26
		STEP C	36.1547	2,892.37	6,266.81	75,201.77
		STEP D	37.0476	2,963.80	6,421.58	77,059.00
		STEP E	37.9625	3,037.00	6,580.16	78,962.00
		STEP F	38.9000	3,112.00	6,742.66	80,912.00
		STEP G	39.8607	3,188.85	6,909.18	82,910.25
		STEP H	40.8451	3,267.60	7,079.81	84,957.80
		STEP I	41.8538	3,348.30	7,254.65	87,055.90
		STEP J	42.8874	3,430.99	7,433.81	89,205.79
		STEP K	43.9466	3,515.72	7,617.41	91,408.92
		STEP L	45.0319	3,602.55	7,805.52	93,666.35
		STEP M	46.1440	3,691.52	7,998.29	95,979.52

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B849	EU RATE ANALYST II	STEP A	37.3182	2,985.45	6,468.48	77,621.85
		STEP B	38.2394	3,059.15	6,628.16	79,537.95
		STEP C	39.1838	3,134.70	6,791.85	81,502.30
		STEP D	40.1515	3,212.12	6,959.59	83,515.12
		STEP E	41.1431	3,291.44	7,131.47	85,577.64
		STEP F	42.1591	3,372.72	7,307.57	87,690.92
		STEP G	43.2003	3,456.02	7,488.05	89,856.62
		STEP H	44.2672	3,541.37	7,672.98	92,075.77
		STEP I	45.3604	3,628.83	7,862.46	94,349.63
		STEP J	46.4806	3,718.44	8,056.63	96,679.64
		STEP K	47.6285	3,810.28	8,255.60	99,067.28
		STEP L	48.8047	3,904.37	8,459.48	101,513.77
		STEP M	50.0100	4,000.80	8,668.40	104,020.80
B762	FACILITIES MANAGER	STEP A	40.8297	3,266.37	7,077.14	84,925.77
		STEP B	41.8376	3,347.00	7,251.85	87,022.20
		STEP C	42.8708	3,429.66	7,430.93	89,171.26
		STEP D	43.9295	3,514.36	7,614.44	91,373.36
		STEP E	45.0144	3,601.15	7,802.49	93,629.95
		STEP F	46.1261	3,690.08	7,995.19	95,942.28
		STEP G	47.2652	3,781.21	8,192.63	98,311.61
		STEP H	48.4325	3,874.60	8,394.96	100,739.60
		STEP I	49.6286	3,970.28	8,602.29	103,227.48
		STEP J	50.8542	4,068.33	8,814.72	105,776.73
		STEP K	52.1101	4,168.80	9,032.41	108,389.00
		STEP L	53.3970	4,271.76	9,255.48	111,065.76
		STEP M	54.7157	4,377.25	9,484.05	113,808.65
B763	FINANCE DIRECTOR	STEP A	67.0881	5,367.04	11,628.60	139,543.24
		STEP B	68.7443	5,499.54	11,915.67	142,988.14
		STEP C	70.4421	5,635.36	12,209.96	146,519.56
		STEP D	72.1817	5,774.53	12,511.49	150,137.93
		STEP E	73.9643	5,917.14	12,820.47	153,845.74
		STEP F	75.7909	6,063.27	13,137.08	157,645.07
		STEP G	77.6626	6,213.00	13,461.51	161,538.20
		STEP H	79.5806	6,366.44	13,793.97	165,527.64
		STEP I	81.5459	6,523.67	14,134.62	169,615.47
		STEP J	83.5598	6,684.78	14,483.69	173,804.38
		STEP K	85.6234	6,849.87	14,841.38	178,096.67
		STEP L	87.7379	7,019.03	15,207.90	182,494.83
		STEP M	89.9047	7,192.37	15,583.48	187,001.77

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B764	FINANCE MANAGER	STEP A	44.7525	3,580.20	7,757.10	93,085.20
		STEP B	45.8572	3,668.57	7,948.58	95,382.97
		STEP C	46.9897	3,759.17	8,144.88	97,738.57
		STEP D	48.1501	3,852.00	8,346.01	100,152.20
		STEP E	49.3393	3,947.14	8,552.14	102,625.74
		STEP F	50.5577	4,044.61	8,763.33	105,160.01
		STEP G	51.8063	4,144.50	8,979.75	107,757.10
		STEP H	53.0857	4,246.85	9,201.52	110,418.25
		STEP I	54.3967	4,351.73	9,428.76	113,145.13
		STEP J	55.7401	4,459.20	9,661.61	115,939.40
		STEP K	57.1167	4,569.33	9,900.22	118,802.73
		STEP L	58.5272	4,682.17	10,144.71	121,736.57
		STEP M	59.9726	4,797.80	10,395.25	124,743.00
B765	FINANCE SUPERVISOR	STEP A	36.3377	2,907.01	6,298.53	75,582.41
		STEP B	37.2345	2,978.76	6,453.98	77,447.76
		STEP C	38.1540	3,052.32	6,613.36	79,360.32
		STEP D	39.0963	3,127.70	6,776.69	81,320.30
		STEP E	40.0618	3,204.94	6,944.04	83,328.54
		STEP F	41.0511	3,284.08	7,115.52	85,386.28
		STEP G	42.0649	3,365.19	7,291.24	87,494.99
		STEP H	43.1038	3,448.30	7,471.32	89,655.90
		STEP I	44.1683	3,533.46	7,655.83	91,870.06
		STEP J	45.2591	3,620.72	7,844.91	94,138.92
		STEP K	46.3768	3,710.14	8,038.64	96,463.74
		STEP L	47.5221	3,801.76	8,237.16	98,845.96
		STEP M	48.6957	3,895.65	8,440.58	101,287.05
B766	FIRE BATALION CHIEF (8HR)	STEP A	51.1945	4,095.56	8,873.71	106,484.56
		STEP B	51.8769	4,150.15	8,992.00	107,903.95
		STEP C	53.1581	4,252.64	9,214.07	110,568.84
		STEP D	54.4709	4,357.67	9,441.62	113,299.47
		STEP E	55.8161	4,465.28	9,674.79	116,097.48
		STEP F	57.1945	4,575.56	9,913.71	118,964.56
		STEP G	58.6070	4,688.56	10,158.54	121,902.56
		STEP H	60.0544	4,804.35	10,409.42	124,913.15
		STEP I	61.5375	4,923.00	10,666.50	127,998.00
		STEP J	63.0572	5,044.57	10,929.91	131,158.97
		STEP K	64.6145	5,169.16	11,199.84	134,398.16
		STEP L	66.2102	5,296.81	11,476.43	137,717.21
		STEP M	67.8453	5,427.62	11,759.85	141,118.22

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B767	FIRE BATTALION CHIEF (24HR)	STEP A	36.1622	4,050.16	8,775.36	105,304.32
		STEP B	37.0549	4,150.14	8,991.98	107,903.86
		STEP C	37.9700	4,252.64	9,214.05	110,568.64
		STEP D	38.9077	4,357.66	9,441.60	113,299.22
		STEP E	39.8686	4,465.28	9,674.78	116,097.36
		STEP F	40.8532	4,575.55	9,913.70	118,964.51
		STEP G	41.8621	4,688.55	10,158.53	121,902.43
		STEP H	42.8959	4,804.34	10,409.40	124,912.86
		STEP I	43.9553	4,922.99	10,666.48	127,997.83
		STEP J	45.0408	5,044.56	10,929.90	131,158.80
		STEP K	46.1532	5,169.15	11,199.84	134,398.11
		STEP L	47.2930	5,296.81	11,476.43	137,717.21
		STEP M	48.4609	5,427.62	11,759.84	141,118.14
B768	FIRE CHIEF	STEP A	72.7667	5,821.33	12,612.89	151,354.73
		STEP B	74.5628	5,965.02	12,924.21	155,090.62
		STEP C	76.4042	6,112.33	13,243.39	158,920.73
		STEP D	78.2911	6,263.28	13,570.45	162,845.48
		STEP E	80.2246	6,417.96	13,905.59	166,867.16
		STEP F	82.2058	6,576.46	14,249.00	170,988.06
		STEP G	84.2360	6,738.88	14,600.90	175,210.88
		STEP H	86.3163	6,905.30	14,961.49	179,537.90
		STEP I	88.4479	7,075.83	15,330.96	183,971.63
		STEP J	90.6322	7,250.57	15,709.58	188,514.97
		STEP K	92.8705	7,429.64	16,097.55	193,170.64
		STEP L	95.1640	7,613.12	16,495.09	197,941.12
		STEP M	97.5142	7,801.13	16,902.46	202,829.53
B769	FIRE DIVISION CHIEF	STEP A	55.6902	4,455.21	9,652.96	115,835.61
		STEP B	57.0648	4,565.18	9,891.23	118,694.78
		STEP C	58.4741	4,677.92	10,135.51	121,626.12
		STEP D	59.9182	4,793.45	10,385.82	124,629.85
		STEP E	61.3979	4,911.83	10,642.30	127,707.63
		STEP F	62.9142	5,033.13	10,905.12	130,861.53
		STEP G	64.4679	5,157.43	11,174.43	134,093.23
		STEP H	66.0600	5,284.80	11,450.40	137,404.80
		STEP I	67.6915	5,415.32	11,733.19	140,798.32
		STEP J	69.3632	5,549.05	12,022.95	144,275.45
		STEP K	71.0762	5,686.09	12,319.87	147,838.49
		STEP L	72.8315	5,826.52	12,624.12	151,489.52
		STEP M	74.6301	5,970.40	12,935.88	155,230.60

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B770	FLEET MANAGER	STEP A	40.8297	3,266.37	7,077.14	84,925.77
		STEP B	41.8376	3,347.00	7,251.85	87,022.20
		STEP C	42.8708	3,429.66	7,430.93	89,171.26
		STEP D	43.9295	3,514.36	7,614.44	91,373.36
		STEP E	45.0144	3,601.15	7,802.49	93,629.95
		STEP F	46.1261	3,690.08	7,995.19	95,942.28
		STEP G	47.2652	3,781.21	8,192.63	98,311.61
		STEP H	48.4325	3,874.60	8,394.96	100,739.60
		STEP I	49.6286	3,970.28	8,602.29	103,227.48
		STEP J	50.8542	4,068.33	8,814.72	105,776.73
		STEP K	52.1101	4,168.80	9,032.41	108,389.00
		STEP L	53.3970	4,271.76	9,255.48	111,065.76
		STEP M	54.7157	4,377.25	9,484.05	113,808.65
B771	GOVERNMENT RELATIONS ADMINISTR	STEP A	43.9043	3,512.34	7,610.07	91,320.94
		STEP B	44.9880	3,599.04	7,797.92	93,575.04
		STEP C	46.0990	3,687.92	7,990.49	95,885.92
		STEP D	47.2374	3,778.99	8,187.81	98,253.79
		STEP E	48.4040	3,872.32	8,390.02	100,680.32
		STEP F	49.5994	3,967.95	8,597.22	103,166.75
		STEP G	50.8243	4,065.94	8,809.54	105,714.54
		STEP H	52.0795	4,166.36	9,027.11	108,325.36
		STEP I	53.3656	4,269.24	9,250.03	111,000.44
		STEP J	54.6835	4,374.68	9,478.47	113,741.68
		STEP K	56.0340	4,482.72	9,712.56	116,550.72
		STEP L	57.4178	4,593.42	9,952.41	119,429.02
		STEP M	58.8358	4,706.86	10,198.20	122,378.46
B844	HOUSING MANAGER	STEP A	43.4430	3,475.44	7,530.12	90,361.44
		STEP B	44.5172	3,561.37	7,716.31	92,595.77
		STEP C	45.6166	3,649.32	7,906.87	94,882.52
		STEP D	46.7432	3,739.45	8,102.15	97,225.85
		STEP E	47.8976	3,831.80	8,302.25	99,627.00
		STEP F	49.0804	3,926.43	8,507.26	102,087.23
		STEP G	50.2925	4,023.40	8,717.36	104,608.40
		STEP H	51.5345	4,122.76	8,932.64	107,191.76
		STEP I	52.8072	4,224.57	9,153.24	109,838.97
		STEP J	54.1114	4,328.91	9,379.30	112,551.71
		STEP K	55.4477	4,435.81	9,610.93	115,331.21
		STEP L	56.8170	4,545.36	9,848.28	118,179.36
		STEP M	58.2202	4,657.61	10,091.50	121,098.01

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B772	HOUSING SUPERVISOR					
		STEP A	36.5872	2,926.97	6,341.78	76,101.37
		STEP B	37.4902	2,999.21	6,498.30	77,979.61
		STEP C	38.4160	3,073.28	6,658.77	79,905.28
		STEP D	39.3647	3,149.17	6,823.21	81,878.57
		STEP E	40.3369	3,226.95	6,991.72	83,900.75
		STEP F	41.3331	3,306.64	7,164.40	85,972.84
		STEP G	42.3538	3,388.30	7,341.32	88,095.90
		STEP H	43.3998	3,471.98	7,522.63	90,271.58
		STEP I	44.4716	3,557.72	7,708.41	92,500.92
		STEP J	45.5699	3,645.59	7,898.78	94,785.39
		STEP K	46.6952	3,735.61	8,093.83	97,126.01
		STEP L	47.8484	3,827.87	8,293.72	99,524.67
		STEP M	49.0301	3,922.40	8,498.55	101,982.60
B773	HUMAN RESOURCES ANALYST I					
		STEP A	32.3413	2,587.30	5,605.82	67,269.90
		STEP B	33.1397	2,651.17	5,744.21	68,930.57
		STEP C	33.9581	2,716.64	5,886.07	70,632.84
		STEP D	34.7967	2,783.73	6,031.42	72,377.13
		STEP E	35.6561	2,852.48	6,180.39	74,164.68
		STEP F	36.5366	2,922.92	6,333.01	75,996.12
		STEP G	37.4390	2,995.12	6,489.42	77,873.12
		STEP H	38.3635	3,069.08	6,649.67	79,796.08
		STEP I	39.3110	3,144.88	6,813.90	81,766.88
		STEP J	40.2818	3,222.54	6,982.17	83,786.14
		STEP K	41.2766	3,302.12	7,154.61	85,855.32
		STEP L	42.2960	3,383.68	7,331.30	87,975.68
		STEP M	43.3405	3,467.24	7,512.35	90,148.24
B774	HUMAN RESOURCES ANALYST II					
		STEP A	35.5826	2,846.60	6,167.65	74,011.80
		STEP B	36.4610	2,916.88	6,319.90	75,838.88
		STEP C	37.3614	2,988.91	6,475.97	77,711.71
		STEP D	38.2841	3,062.72	6,635.91	79,630.92
		STEP E	39.2295	3,138.36	6,799.78	81,597.36
		STEP F	40.1984	3,215.87	6,967.72	83,612.67
		STEP G	41.1911	3,295.28	7,139.79	85,677.48
		STEP H	42.2084	3,376.67	7,316.12	87,793.47
		STEP I	43.2507	3,460.05	7,496.78	89,961.45
		STEP J	44.3188	3,545.50	7,681.92	92,183.10
		STEP K	45.4133	3,633.06	7,871.63	94,459.66
		STEP L	46.5349	3,722.79	8,066.04	96,792.59
		STEP M	47.6841	3,814.72	8,265.24	99,182.92

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B775	HUMAN RESOURCES DIRECTOR					
		STEP A	61.0708	4,885.66	10,585.60	127,027.26
		STEP B	62.5784	5,006.27	10,846.92	130,163.07
		STEP C	64.1238	5,129.90	11,114.79	133,377.50
		STEP D	65.7074	5,256.59	11,389.28	136,671.39
		STEP E	67.3301	5,386.40	11,670.55	140,046.60
		STEP F	68.9929	5,519.43	11,958.76	143,505.23
		STEP G	70.6968	5,655.74	12,254.11	147,049.34
		STEP H	72.4427	5,795.41	12,556.73	150,680.81
		STEP I	74.2318	5,938.54	12,866.84	154,402.14
		STEP J	76.0650	6,085.20	13,184.60	158,215.20
		STEP K	77.9435	6,235.48	13,510.20	162,122.48
		STEP L	79.8684	6,389.47	13,843.85	166,126.27
		STEP M	81.8408	6,547.26	14,185.73	170,228.86
B776	HUMAN RESOURCES MANAGER					
		STEP A	41.6683	3,333.46	7,222.50	86,670.06
		STEP B	42.6971	3,415.76	7,400.83	88,809.96
		STEP C	43.7516	3,500.12	7,583.61	91,003.32
		STEP D	44.8320	3,586.56	7,770.88	93,250.56
		STEP E	45.9392	3,675.13	7,962.79	95,553.53
		STEP F	47.0737	3,765.89	8,159.44	97,913.29
		STEP G	48.2363	3,858.90	8,360.95	100,331.50
		STEP H	49.4275	3,954.20	8,567.43	102,809.20
		STEP I	50.6482	4,051.85	8,779.02	105,348.25
		STEP J	51.8990	4,151.92	8,995.82	107,949.92
		STEP K	53.1807	4,254.45	9,217.98	110,615.85
		STEP L	54.4940	4,359.52	9,445.62	113,347.52
		STEP M	55.8398	4,467.18	9,678.89	116,146.78
B777	INFO SECURITY ADMINISTRATOR					
		STEP A	42.8581	3,428.64	7,428.73	89,144.84
		STEP B	43.9160	3,513.28	7,612.10	91,345.28
		STEP C	45.0006	3,600.04	7,800.10	93,601.24
		STEP D	46.1119	3,688.95	7,992.72	95,912.75
		STEP E	47.2507	3,780.05	8,190.12	98,281.45
		STEP F	48.4176	3,873.40	8,392.38	100,708.60
		STEP G	49.6133	3,969.06	8,599.63	103,195.66
		STEP H	50.8385	4,067.08	8,812.00	105,744.08
		STEP I	52.0941	4,167.52	9,029.64	108,355.72
		STEP J	53.3806	4,270.44	9,252.63	111,031.64
		STEP K	54.6989	4,375.91	9,481.14	113,773.71
		STEP L	56.0497	4,483.97	9,715.28	116,583.37
		STEP M	57.4339	4,594.71	9,955.20	119,462.51

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B778	INTERPRETIVE SRVCS SUPERVISOR					
		STEP A	31.2307	2,498.45	5,413.32	64,959.85
		STEP B	32.0020	2,560.16	5,547.01	66,564.16
		STEP C	32.7923	2,623.38	5,684.00	68,207.98
		STEP D	33.6022	2,688.17	5,824.38	69,892.57
		STEP E	34.4320	2,754.56	5,968.21	71,618.56
		STEP F	35.2823	2,822.58	6,115.59	73,387.18
		STEP G	36.1537	2,892.29	6,266.64	75,199.69
		STEP H	37.0465	2,963.72	6,421.39	77,056.72
		STEP I	37.9614	3,036.91	6,579.97	78,959.71
		STEP J	38.8989	3,111.91	6,742.47	80,909.71
		STEP K	39.8596	3,188.76	6,909.00	82,907.96
		STEP L	40.8439	3,267.51	7,079.60	84,955.31
		STEP M	41.8526	3,348.20	7,254.45	87,053.40
B779	IT DIVISION MANAGER					
		STEP A	44.7165	3,577.32	7,750.86	93,010.32
		STEP B	45.8208	3,665.66	7,942.27	95,307.26
		STEP C	46.9524	3,756.19	8,138.41	97,660.99
		STEP D	48.1119	3,848.95	8,339.39	100,072.75
		STEP E	49.3001	3,944.00	8,545.35	102,544.20
		STEP F	50.5176	4,041.40	8,756.38	105,076.60
		STEP G	51.7652	4,141.21	8,972.63	107,671.61
		STEP H	53.0436	4,243.48	9,194.22	110,330.68
		STEP I	54.3535	4,348.28	9,421.27	113,055.28
		STEP J	55.6958	4,455.66	9,653.93	115,847.26
		STEP K	57.0713	4,565.70	9,892.35	118,708.30
		STEP L	58.4807	4,678.45	10,136.65	121,639.85
		STEP M	59.9250	4,794.00	10,387.00	124,644.00
B781	IT PROGRAM MANAGER					
		STEP A	40.6545	3,252.36	7,046.78	84,561.36
		STEP B	41.6585	3,332.68	7,220.80	86,649.68
		STEP C	42.6873	3,414.98	7,399.13	88,789.58
		STEP D	43.7415	3,499.32	7,581.86	90,982.32
		STEP E	44.8217	3,585.73	7,769.09	93,229.13
		STEP F	45.9286	3,674.28	7,960.95	95,531.48
		STEP G	47.0629	3,765.03	8,157.56	97,890.83
		STEP H	48.2252	3,858.01	8,359.03	100,308.41
		STEP I	49.4161	3,953.28	8,565.45	102,785.48
		STEP J	50.6365	4,050.92	8,776.99	105,323.92
		STEP K	51.8870	4,150.96	8,993.74	107,924.96
		STEP L	53.1684	4,253.47	9,215.85	110,590.27
		STEP M	54.4815	4,358.52	9,443.46	113,321.52

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B782	KEY ACCOUNTS REPRESENTATIVE					
		STEP A	47.6233	3,809.86	8,254.70	99,056.46
		STEP B	48.7987	3,903.89	8,458.44	101,501.29
		STEP C	50.0039	4,000.31	8,667.34	104,008.11
		STEP D	51.2388	4,099.10	8,881.39	106,576.70
		STEP E	52.5042	4,200.33	9,100.72	109,208.73
		STEP F	53.8008	4,304.06	9,325.47	111,905.66
		STEP G	55.1295	4,410.36	9,555.78	114,669.36
		STEP H	56.4909	4,519.27	9,791.75	117,501.07
		STEP I	57.8860	4,630.88	10,033.57	120,402.88
		STEP J	59.3156	4,745.24	10,281.37	123,376.44
		STEP K	60.7805	4,862.44	10,535.28	126,423.44
		STEP L	62.2815	4,982.52	10,795.46	129,545.52
		STEP M	63.8196	5,105.56	11,062.06	132,744.76
B783	LIBRARY SUPERVISOR					
		STEP A	32.1157	2,569.25	5,566.72	66,800.65
		STEP B	32.9086	2,632.68	5,704.15	68,449.88
		STEP C	33.7213	2,697.70	5,845.02	70,140.30
		STEP D	34.5541	2,764.32	5,989.37	71,872.52
		STEP E	35.4075	2,832.60	6,137.30	73,647.60
		STEP F	36.2819	2,902.55	6,288.86	75,466.35
		STEP G	37.1779	2,974.23	6,444.16	77,330.03
		STEP H	38.0960	3,047.68	6,603.30	79,239.68
		STEP I	39.0369	3,122.95	6,766.39	81,196.75
		STEP J	40.0009	3,200.07	6,933.48	83,201.87
		STEP K	40.9888	3,279.10	7,104.72	85,256.70
		STEP L	42.0010	3,360.08	7,280.17	87,362.08
		STEP M	43.0383	3,443.06	7,459.97	89,519.66
B784	MANAGEMENT ANALYST					
		STEP A	38.4165	3,073.32	6,658.86	79,906.32
		STEP B	39.3646	3,149.16	6,823.19	81,878.36
		STEP C	40.3367	3,226.93	6,991.69	83,900.33
		STEP D	41.3329	3,306.63	7,164.36	85,972.43
		STEP E	42.3537	3,388.29	7,341.30	88,095.69
		STEP F	43.3996	3,471.96	7,522.59	90,271.16
		STEP G	44.4714	3,557.71	7,708.37	92,500.51
		STEP H	45.5697	3,645.57	7,898.74	94,784.97
		STEP I	46.6951	3,735.60	8,093.81	97,125.80
		STEP J	47.8483	3,827.86	8,293.70	99,524.46
		STEP K	49.0299	3,922.39	8,498.51	101,982.19
		STEP L	50.2408	4,019.26	8,708.40	104,500.86
		STEP M	51.4815	4,118.52	8,923.46	107,081.52

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B785	MAPPING SUPERVISOR					
		STEP A	36.5871	2,926.96	6,341.76	76,101.16
		STEP B	37.4902	2,999.21	6,498.30	77,979.61
		STEP C	38.4160	3,073.28	6,658.77	79,905.28
		STEP D	39.3647	3,149.17	6,823.21	81,878.57
		STEP E	40.3369	3,226.95	6,991.72	83,900.75
		STEP F	41.3331	3,306.64	7,164.40	85,972.84
		STEP G	42.3538	3,388.30	7,341.32	88,095.90
		STEP H	43.3998	3,471.98	7,522.63	90,271.58
		STEP I	44.4716	3,557.72	7,708.41	92,500.92
		STEP J	45.5699	3,645.59	7,898.78	94,785.39
		STEP K	46.6952	3,735.61	8,093.83	97,126.01
		STEP L	47.8484	3,827.87	8,293.72	99,524.67
		STEP M	49.0301	3,922.40	8,498.55	101,982.60
B787	OPEN SPACE SUPERINTENDENT					
		STEP A	37.0282	2,962.25	6,418.22	77,018.65
		STEP B	37.9426	3,035.40	6,576.71	78,920.60
		STEP C	38.8797	3,110.37	6,739.14	80,869.77
		STEP D	39.8398	3,187.18	6,905.56	82,866.78
		STEP E	40.8237	3,265.89	7,076.10	84,913.29
		STEP F	41.8319	3,346.55	7,250.86	87,010.35
		STEP G	42.8650	3,429.20	7,429.93	89,159.20
		STEP H	43.9236	3,513.88	7,613.42	91,361.08
		STEP I	45.0083	3,600.66	7,801.43	93,617.26
		STEP J	46.1198	3,689.58	7,994.09	95,929.18
		STEP K	47.2588	3,780.70	8,191.52	98,298.30
		STEP L	48.4259	3,874.07	8,393.82	100,725.87
		STEP M	49.6218	3,969.74	8,601.11	103,213.34
B788	PARK DEVELOPMENT ANALYST I					
		STEP A	33.2609	2,660.87	5,765.22	69,182.67
		STEP B	34.0820	2,726.56	5,907.54	70,890.56
		STEP C	34.9236	2,793.88	6,053.42	72,641.08
		STEP D	35.7861	2,862.88	6,202.92	74,435.08
		STEP E	36.6699	2,933.59	6,356.11	76,273.39
		STEP F	37.5755	3,006.04	6,513.08	78,157.04
		STEP G	38.5035	3,080.28	6,673.94	80,087.28
		STEP H	39.4543	3,156.34	6,838.74	82,064.94
		STEP I	40.4287	3,234.29	7,007.64	84,091.69
		STEP J	41.4271	3,314.16	7,180.69	86,168.36
		STEP K	42.4502	3,396.01	7,358.03	88,296.41
		STEP L	43.4986	3,479.88	7,539.75	90,477.08
		STEP M	44.5728	3,565.82	7,725.95	92,711.42

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B789	PARK DEVELOPMENT ANALYST II					
		STEP A	36.5872	2,926.97	6,341.78	76,101.37
		STEP B	37.4902	2,999.21	6,498.30	77,979.61
		STEP C	38.4160	3,073.28	6,658.77	79,905.28
		STEP D	39.3647	3,149.17	6,823.21	81,878.57
		STEP E	40.3369	3,226.95	6,991.72	83,900.75
		STEP F	41.3331	3,306.64	7,164.40	85,972.84
		STEP G	42.3538	3,388.30	7,341.32	88,095.90
		STEP H	43.3998	3,471.98	7,522.63	90,271.58
		STEP I	44.4716	3,557.72	7,708.41	92,500.92
		STEP J	45.5699	3,645.59	7,898.78	94,785.39
		STEP K	46.6952	3,735.61	8,093.83	97,126.01
		STEP L	47.8484	3,827.87	8,293.72	99,524.67
		STEP M	49.0301	3,922.40	8,498.55	101,982.60
B790	PARK PLANNING & DEVELOPMT SUPT					
		STEP A	37.0282	2,962.25	6,418.22	77,018.65
		STEP B	37.9426	3,035.40	6,576.71	78,920.60
		STEP C	38.8797	3,110.37	6,739.14	80,869.77
		STEP D	39.8398	3,187.18	6,905.56	82,866.78
		STEP E	40.8237	3,265.89	7,076.10	84,913.29
		STEP F	41.8319	3,346.55	7,250.86	87,010.35
		STEP G	42.8650	3,429.20	7,429.93	89,159.20
		STEP H	43.9236	3,513.88	7,613.42	91,361.08
		STEP I	45.0083	3,600.66	7,801.43	93,617.26
		STEP J	46.1198	3,689.58	7,994.09	95,929.18
		STEP K	47.2588	3,780.70	8,191.52	98,298.30
		STEP L	48.4259	3,874.07	8,393.82	100,725.87
		STEP M	49.6218	3,969.74	8,601.11	103,213.34
B791	PARKS SUPERINTENDENT					
		STEP A	37.0282	2,962.25	6,418.22	77,018.65
		STEP B	37.9426	3,035.40	6,576.71	78,920.60
		STEP C	38.8797	3,110.37	6,739.14	80,869.77
		STEP D	39.8398	3,187.18	6,905.56	82,866.78
		STEP E	40.8237	3,265.89	7,076.10	84,913.29
		STEP F	41.8319	3,346.55	7,250.86	87,010.35
		STEP G	42.8650	3,429.20	7,429.93	89,159.20
		STEP H	43.9236	3,513.88	7,613.42	91,361.08
		STEP I	45.0083	3,600.66	7,801.43	93,617.26
		STEP J	46.1198	3,689.58	7,994.09	95,929.18
		STEP K	47.2588	3,780.70	8,191.52	98,298.30
		STEP L	48.4259	3,874.07	8,393.82	100,725.87
		STEP M	49.6218	3,969.74	8,601.11	103,213.34

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B792	PARKS SUPERVISOR					
		STEP A	29.9659	2,397.27	5,194.08	62,329.07
		STEP B	30.7059	2,456.47	5,322.35	63,868.27
		STEP C	31.4642	2,517.13	5,453.79	65,445.53
		STEP D	32.2413	2,579.30	5,588.49	67,061.90
		STEP E	33.0375	2,643.00	5,726.50	68,718.00
		STEP F	33.8534	2,708.27	5,867.92	70,415.07
		STEP G	34.6895	2,775.16	6,012.84	72,154.16
		STEP H	35.5461	2,843.68	6,161.32	73,935.88
		STEP I	36.4240	2,913.92	6,313.49	75,761.92
		STEP J	37.3235	2,985.88	6,469.40	77,632.88
		STEP K	38.2453	3,059.62	6,629.18	79,550.22
		STEP L	39.1898	3,135.18	6,792.89	81,514.78
		STEP M	40.1576	3,212.60	6,960.65	83,527.80
B794	PARKS,REC & LIBRARIES DIRECTOR					
		STEP A	66.0802	5,286.41	11,453.90	137,446.81
		STEP B	67.7114	5,416.91	11,736.64	140,839.71
		STEP C	69.3836	5,550.68	12,026.49	144,317.88
		STEP D	71.0971	5,687.76	12,323.49	147,881.96
		STEP E	72.8529	5,828.23	12,627.83	151,534.03
		STEP F	74.6521	5,972.16	12,939.69	155,276.36
		STEP G	76.4957	6,119.65	13,259.25	159,111.05
		STEP H	78.3848	6,270.78	13,586.69	163,040.38
		STEP I	80.3206	6,425.64	13,922.23	167,066.84
		STEP J	82.3042	6,584.33	14,266.06	171,192.73
		STEP K	84.3368	6,746.94	14,618.37	175,420.54
		STEP L	86.4196	6,913.56	14,979.39	179,752.76
		STEP M	88.5538	7,084.30	15,349.32	184,191.90
B793	PARKS,REC & LIBRARY BUS ADMSTR					
		STEP A	37.0442	2,963.53	6,420.99	77,051.93
		STEP B	37.9591	3,036.72	6,579.57	78,954.92
		STEP C	38.8965	3,111.72	6,742.06	80,904.72
		STEP D	39.8571	3,188.56	6,908.56	82,902.76
		STEP E	40.8414	3,267.31	7,079.17	84,950.11
		STEP F	41.8500	3,348.00	7,254.00	87,048.00
		STEP G	42.8836	3,430.68	7,433.15	89,197.88
		STEP H	43.9426	3,515.40	7,616.71	91,400.60
		STEP I	45.0278	3,602.22	7,804.81	93,657.82
		STEP J	46.1398	3,691.18	7,997.56	95,970.78
		STEP K	47.2793	3,782.34	8,195.07	98,340.94
		STEP L	48.4469	3,875.75	8,397.46	100,769.55
		STEP M	49.6433	3,971.46	8,604.83	103,258.06

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B795	PLANNING MANAGER	STEP A	55.5189	4,441.51	9,623.27	115,479.31
		STEP B	56.8894	4,551.15	9,860.82	118,329.95
		STEP C	58.2944	4,663.55	10,104.36	121,252.35
		STEP D	59.7340	4,778.72	10,353.89	124,246.72
		STEP E	61.2092	4,896.73	10,609.59	127,315.13
		STEP F	62.7208	5,017.66	10,871.60	130,459.26
		STEP G	64.2698	5,141.58	11,140.09	133,681.18
		STEP H	65.8570	5,268.56	11,415.21	136,982.56
		STEP I	67.4834	5,398.67	11,697.12	140,365.47
		STEP J	69.1500	5,532.00	11,986.00	143,832.00
		STEP K	70.8577	5,668.61	12,282.00	147,384.01
		STEP L	72.6076	5,808.60	12,585.31	151,023.80
		STEP M	74.4007	5,952.05	12,896.12	154,753.45
B796	POLICE CAPTAIN	STEP A	58.5500	4,684.00	10,148.66	121,784.00
		STEP B	59.9953	4,799.62	10,399.18	124,790.22
		STEP C	61.4769	4,918.15	10,656.00	127,871.95
		STEP D	62.9952	5,039.61	10,919.16	131,030.01
		STEP E	64.5509	5,164.07	11,188.82	134,265.87
		STEP F	66.1451	5,291.60	11,465.15	137,581.80
		STEP G	67.7786	5,422.28	11,748.29	140,979.48
		STEP H	69.4524	5,556.19	12,038.41	144,460.99
		STEP I	71.1676	5,693.40	12,335.71	148,028.60
		STEP J	72.9252	5,834.01	12,640.36	151,684.41
		STEP K	74.7262	5,978.09	12,952.54	155,430.49
		STEP L	76.5716	6,125.72	13,272.41	159,268.92
		STEP M	78.4626	6,277.00	13,600.18	163,202.20
B797	POLICE CHIEF	STEP A	83.8045	6,704.36	14,526.11	174,313.36
		STEP B	85.8732	6,869.85	14,884.68	178,616.25
		STEP C	87.9939	7,039.51	15,252.27	183,027.31
		STEP D	90.1670	7,213.36	15,628.94	187,547.36
		STEP E	92.3938	7,391.50	16,014.92	192,179.10
		STEP F	94.6755	7,574.04	16,410.42	196,925.04
		STEP G	97.0136	7,761.08	16,815.69	201,788.28
		STEP H	99.4095	7,952.76	17,230.98	206,771.76
		STEP I	101.8645	8,149.16	17,656.51	211,878.16
		STEP J	104.3801	8,350.40	18,092.55	217,110.60
		STEP K	106.9579	8,556.63	18,539.36	222,472.43
		STEP L	109.5993	8,767.94	18,997.21	227,966.54
		STEP M	112.3060	8,984.48	19,466.37	233,596.48

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B798	POLICE LIEUTENANT	STEP A	53.1477	4,251.81	9,212.26	110,547.21
		STEP B	54.4596	4,356.76	9,439.66	113,275.96
		STEP C	55.8046	4,464.36	9,672.79	116,073.56
		STEP D	57.1827	4,574.61	9,911.66	118,940.01
		STEP E	58.5949	4,687.59	10,156.44	121,877.39
		STEP F	60.0420	4,803.36	10,407.28	124,887.36
		STEP G	61.5248	4,921.98	10,664.29	127,971.58
		STEP H	63.0442	5,043.53	10,927.66	131,131.93
		STEP I	64.6011	5,168.08	11,197.52	134,370.28
		STEP J	66.1965	5,295.72	11,474.06	137,688.72
		STEP K	67.8313	5,426.50	11,757.42	141,089.10
		STEP L	69.5065	5,560.52	12,047.79	144,573.52
		STEP M	71.2230	5,697.84	12,345.32	148,143.84
B799	POLICE SERVICES ADMINISTRATOR	STEP A	41.4691	3,317.52	7,187.97	86,255.72
		STEP B	42.4929	3,399.43	7,365.43	88,385.23
		STEP C	43.5424	3,483.39	7,547.34	90,568.19
		STEP D	44.6177	3,569.41	7,733.73	92,804.81
		STEP E	45.7196	3,657.56	7,924.73	95,096.76
		STEP F	46.8486	3,747.88	8,120.42	97,445.08
		STEP G	48.0056	3,840.44	8,320.97	99,851.64
		STEP H	49.1912	3,935.29	8,526.47	102,317.69
		STEP I	50.4060	4,032.48	8,737.04	104,844.48
		STEP J	51.6508	4,132.06	8,952.80	107,433.66
		STEP K	52.9264	4,234.11	9,173.90	110,086.91
		STEP L	54.2335	4,338.68	9,400.47	112,805.68
		STEP M	55.5728	4,445.82	9,632.61	115,591.42
B800	POLICE SOCIAL SVCS ADMINSTR	STEP A	43.9043	3,512.34	7,610.07	91,320.94
		STEP B	44.9880	3,599.04	7,797.92	93,575.04
		STEP C	46.0990	3,687.92	7,990.49	95,885.92
		STEP D	47.2374	3,778.99	8,187.81	98,253.79
		STEP E	48.4040	3,872.32	8,390.02	100,680.32
		STEP F	49.5994	3,967.95	8,597.22	103,166.75
		STEP G	50.8243	4,065.94	8,809.54	105,714.54
		STEP H	52.0795	4,166.36	9,027.11	108,325.36
		STEP I	53.3656	4,269.24	9,250.03	111,000.44
		STEP J	54.6835	4,374.68	9,478.47	113,741.68
		STEP K	56.0340	4,482.72	9,712.56	116,550.72
		STEP L	57.4178	4,593.42	9,952.41	119,429.02
		STEP M	58.8358	4,706.86	10,198.20	122,378.46

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B801	POWER ENGINEERING MANAGER					
		STEP A	67.5845	5,406.76	11,714.64	140,575.76
		STEP B	69.2528	5,540.22	12,003.81	144,045.82
		STEP C	70.9631	5,677.04	12,300.27	147,603.24
		STEP D	72.7156	5,817.24	12,604.03	151,248.44
		STEP E	74.5114	5,960.91	12,915.30	154,983.71
		STEP F	76.3515	6,108.12	13,234.26	158,811.12
		STEP G	78.2371	6,258.96	13,561.09	162,733.16
		STEP H	80.1692	6,413.53	13,895.99	166,751.93
		STEP I	82.1491	6,571.92	14,239.17	170,870.12
		STEP J	84.1778	6,734.22	14,590.81	175,089.82
		STEP K	86.2567	6,900.53	14,951.16	179,413.93
		STEP L	88.3869	7,070.95	15,320.39	183,844.75
		STEP M	90.5697	7,245.57	15,698.74	188,384.97
B802	POWER GENERATION SUPERTINDENT					
		STEP A	62.0272	4,962.17	10,751.38	129,016.57
		STEP B	63.5584	5,084.67	11,016.78	132,201.47
		STEP C	65.1281	5,210.24	11,288.87	135,466.44
		STEP D	66.7365	5,338.92	11,567.66	138,811.92
		STEP E	68.3846	5,470.76	11,853.33	142,239.96
		STEP F	70.0734	5,605.87	12,146.05	145,752.67
		STEP G	71.8040	5,744.32	12,446.02	149,352.32
		STEP H	73.5772	5,886.17	12,753.38	153,040.57
		STEP I	75.3943	6,031.54	13,068.34	156,820.14
		STEP J	77.2562	6,180.49	13,391.07	160,692.89
		STEP K	79.1641	6,333.12	13,721.77	164,661.32
		STEP L	81.1192	6,489.53	14,060.66	168,727.93
		STEP M	83.1225	6,649.80	14,407.90	172,894.80
B803	POWER PLANT OPS & MAINT SUPV					
		STEP A	59.0692	4,725.53	10,238.66	122,863.93
		STEP B	60.5273	4,842.18	10,491.39	125,896.78
		STEP C	62.0221	4,961.76	10,750.49	129,005.96
		STEP D	63.5538	5,084.30	11,015.99	132,191.90
		STEP E	65.1233	5,209.86	11,288.03	135,456.46
		STEP F	66.7316	5,338.52	11,566.81	138,801.72
		STEP G	68.3796	5,470.36	11,852.46	142,229.56
		STEP H	70.0683	5,605.46	12,145.17	145,742.06
		STEP I	71.7987	5,743.89	12,445.10	149,341.29
		STEP J	73.5719	5,885.75	12,752.46	153,029.55
		STEP K	75.3888	6,031.10	13,067.39	156,808.70
		STEP L	77.2506	6,180.04	13,390.10	160,681.24
		STEP M	79.1584	6,332.67	13,720.78	164,649.47

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B804	POWER SUPPLY & PORTFOLIO ADMST					
		STEP A	64.1688	5,133.50	11,122.59	133,471.10
		STEP B	65.7529	5,260.23	11,397.16	136,766.03
		STEP C	67.3767	5,390.13	11,678.62	140,143.53
		STEP D	69.0406	5,523.24	11,967.03	143,604.44
		STEP E	70.7457	5,659.65	12,262.58	147,151.05
		STEP F	72.4928	5,799.42	12,565.41	150,785.02
		STEP G	74.2831	5,942.64	12,875.73	154,508.84
		STEP H	76.1176	6,089.40	13,193.71	158,324.60
		STEP I	77.9974	6,239.79	13,519.54	162,234.59
		STEP J	79.9236	6,393.88	13,853.42	166,241.08
		STEP K	81.8974	6,551.79	14,195.54	170,346.59
		STEP L	83.9199	6,713.59	14,546.11	174,553.39
		STEP M	85.9924	6,879.39	14,905.34	178,864.19
B805	PREVENTATIVE MAINT SUPERVISOR					
		STEP A	42.7162	3,417.29	7,404.14	88,849.69
		STEP B	43.7704	3,501.63	7,586.86	91,042.43
		STEP C	44.8514	3,588.11	7,774.24	93,290.91
		STEP D	45.9590	3,676.72	7,966.22	95,594.72
		STEP E	47.0940	3,767.52	8,162.96	97,955.52
		STEP F	48.2571	3,860.56	8,364.56	100,374.76
		STEP G	49.4488	3,955.90	8,571.12	102,853.50
		STEP H	50.6700	4,053.60	8,782.80	105,393.60
		STEP I	51.9214	4,153.71	8,999.70	107,996.51
		STEP J	53.2036	4,256.28	9,221.95	110,663.48
		STEP K	54.5175	4,361.40	9,449.70	113,396.40
		STEP L	55.8639	4,469.11	9,683.07	116,196.91
		STEP M	57.2435	4,579.48	9,922.20	119,066.48
B806	PRINCIPAL ENGINEER					
		STEP A	50.2219	4,017.75	8,705.12	104,461.55
		STEP B	51.4615	4,116.92	8,919.99	107,039.92
		STEP C	52.7324	4,218.59	9,140.28	109,683.39
		STEP D	54.0347	4,322.77	9,366.01	112,392.17
		STEP E	55.3691	4,429.52	9,597.31	115,167.72
		STEP F	56.7365	4,538.92	9,834.32	118,011.92
		STEP G	58.1377	4,651.01	10,077.20	120,926.41
		STEP H	59.5735	4,765.88	10,326.07	123,912.88
		STEP I	61.0447	4,883.57	10,581.08	126,972.97
		STEP J	62.5522	5,004.17	10,842.38	130,108.57
		STEP K	64.0970	5,127.76	11,110.14	133,321.76
		STEP L	65.6800	5,254.40	11,384.53	136,614.40
		STEP M	67.3020	5,384.16	11,665.68	139,988.16

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B807	PRINCIPAL PLANNER	STEP A	46.3792	3,710.33	8,039.06	96,468.73
		STEP B	47.5241	3,801.92	8,237.51	98,850.12
		STEP C	48.6977	3,895.81	8,440.93	101,291.21
		STEP D	49.9004	3,992.03	8,649.40	103,792.83
		STEP E	51.1327	4,090.61	8,863.00	106,356.01
		STEP F	52.3955	4,191.64	9,081.88	108,982.64
		STEP G	53.6895	4,295.16	9,306.18	111,674.16
		STEP H	55.0154	4,401.23	9,536.00	114,432.03
		STEP I	56.3740	4,509.92	9,771.49	117,257.92
		STEP J	57.7663	4,621.30	10,012.82	120,153.90
		STEP K	59.1928	4,735.42	10,260.08	123,121.02
		STEP L	60.6547	4,852.37	10,513.48	126,161.77
		STEP M	62.1526	4,972.20	10,773.11	129,277.40
B808	PUB AFFAIRS&COMMUNICAT ADMNSTR	STEP A	43.9043	3,512.34	7,610.07	91,320.94
		STEP B	44.9880	3,599.04	7,797.92	93,575.04
		STEP C	46.0990	3,687.92	7,990.49	95,885.92
		STEP D	47.2374	3,778.99	8,187.81	98,253.79
		STEP E	48.4040	3,872.32	8,390.02	100,680.32
		STEP F	49.5994	3,967.95	8,597.22	103,166.75
		STEP G	50.8243	4,065.94	8,809.54	105,714.54
		STEP H	52.0795	4,166.36	9,027.11	108,325.36
		STEP I	53.3656	4,269.24	9,250.03	111,000.44
		STEP J	54.6835	4,374.68	9,478.47	113,741.68
		STEP K	56.0340	4,482.72	9,712.56	116,550.72
		STEP L	57.4178	4,593.42	9,952.41	119,429.02
		STEP M	58.8358	4,706.86	10,198.20	122,378.46
B809	PUBLIC AFFAIRS&COMMNCT DIRECTOR	STEP A	55.5188	4,441.50	9,623.25	115,479.10
		STEP B	56.8894	4,551.15	9,860.82	118,329.95
		STEP C	58.2943	4,663.54	10,104.34	121,252.14
		STEP D	59.7339	4,778.71	10,353.87	124,246.51
		STEP E	61.2091	4,896.72	10,609.57	127,314.92
		STEP F	62.7207	5,017.65	10,871.58	130,459.05
		STEP G	64.2697	5,141.57	11,140.08	133,680.97
		STEP H	65.8569	5,268.55	11,415.19	136,982.35
		STEP I	67.4833	5,398.66	11,697.10	140,365.26
		STEP J	69.1499	5,531.99	11,985.98	143,831.79
		STEP K	70.8576	5,668.60	12,281.98	147,383.80
		STEP L	72.6075	5,808.60	12,585.30	151,023.60
		STEP M	74.4006	5,952.04	12,896.10	154,753.24

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B810	PUBLIC INFORMATION OFFICER					
		STEP A	40.2377	3,219.01	6,974.53	83,694.41
		STEP B	41.2309	3,298.47	7,146.68	85,760.27
		STEP C	42.2492	3,379.93	7,323.19	87,878.33
		STEP D	43.2925	3,463.40	7,504.03	90,048.40
		STEP E	44.3617	3,548.93	7,689.36	92,272.33
		STEP F	45.4572	3,636.57	7,879.24	94,550.97
		STEP G	46.5799	3,726.39	8,073.84	96,886.19
		STEP H	47.7302	3,818.41	8,273.23	99,278.81
		STEP I	48.9089	3,912.71	8,477.54	101,730.51
		STEP J	50.1168	4,009.34	8,686.91	104,242.94
		STEP K	51.3545	4,108.36	8,901.44	106,817.36
		STEP L	52.6227	4,209.81	9,121.26	109,455.21
		STEP M	53.9223	4,313.78	9,346.53	112,158.38
B811	PUBLIC WORKS DIRECTOR					
		STEP A	60.9892	4,879.13	10,571.46	126,857.53
		STEP B	62.4949	4,999.59	10,832.44	129,989.39
		STEP C	64.0383	5,123.06	11,099.97	133,199.66
		STEP D	65.6198	5,249.58	11,374.09	136,489.18
		STEP E	67.2403	5,379.22	11,654.98	139,859.82
		STEP F	68.9009	5,512.07	11,942.82	143,313.87
		STEP G	70.6024	5,648.19	12,237.74	146,852.99
		STEP H	72.3460	5,787.68	12,539.97	150,479.68
		STEP I	74.1327	5,930.61	12,849.66	154,196.01
		STEP J	75.9635	6,077.08	13,167.00	158,004.08
		STEP K	77.8395	6,227.16	13,492.18	161,906.16
		STEP L	79.7618	6,380.94	13,825.37	165,904.54
		STEP M	81.7316	6,538.52	14,166.81	170,001.72
B812	PURCHASING & WAREHOUSE MANAGER					
		STEP A	41.1306	3,290.44	7,129.30	85,551.64
		STEP B	42.1459	3,371.67	7,305.28	87,663.47
		STEP C	43.1867	3,454.93	7,485.69	89,828.33
		STEP D	44.2533	3,540.26	7,670.57	92,046.86
		STEP E	45.3461	3,627.68	7,859.99	94,319.88
		STEP F	46.4660	3,717.28	8,054.10	96,649.28
		STEP G	47.6135	3,809.08	8,253.00	99,036.08
		STEP H	48.7894	3,903.15	8,456.82	101,481.95
		STEP I	49.9943	3,999.54	8,665.67	103,988.14
		STEP J	51.2289	4,098.31	8,879.67	106,556.11
		STEP K	52.4941	4,199.52	9,098.97	109,187.72
		STEP L	53.7905	4,303.24	9,323.68	111,884.24
		STEP M	55.1189	4,409.51	9,553.94	114,647.31

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B813	RECREATION MANAGER					
		STEP A	41.2998	3,303.98	7,158.63	85,903.58
		STEP B	42.3197	3,385.57	7,335.41	88,024.97
		STEP C	43.3649	3,469.19	7,516.58	90,198.99
		STEP D	44.4358	3,554.86	7,702.20	92,426.46
		STEP E	45.5332	3,642.65	7,892.42	94,709.05
		STEP F	46.6577	3,732.61	8,087.33	97,048.01
		STEP G	47.8099	3,824.79	8,287.04	99,444.59
		STEP H	48.9907	3,919.25	8,491.72	101,900.65
		STEP I	50.2005	4,016.04	8,701.42	104,417.04
		STEP J	51.4403	4,115.22	8,916.31	106,995.82
		STEP K	52.7106	4,216.84	9,136.50	109,638.04
		STEP L	54.0124	4,320.99	9,362.14	112,345.79
		STEP M	55.3463	4,427.70	9,593.35	115,120.30
B814	RECREATION SUPERINTENDENT					
		STEP A	35.8423	2,867.38	6,212.66	74,551.98
		STEP B	36.7275	2,938.20	6,366.10	76,393.20
		STEP C	37.6345	3,010.76	6,523.31	78,279.76
		STEP D	38.5639	3,085.11	6,684.40	80,212.91
		STEP E	39.5163	3,161.30	6,849.49	82,193.90
		STEP F	40.4922	3,239.37	7,018.64	84,223.77
		STEP G	41.4922	3,319.37	7,191.98	86,303.77
		STEP H	42.5169	3,401.35	7,369.59	88,435.15
		STEP I	43.5669	3,485.35	7,551.59	90,619.15
		STEP J	44.6428	3,571.42	7,738.08	92,857.02
		STEP K	45.7453	3,659.62	7,929.18	95,150.22
		STEP L	46.8750	3,750.00	8,125.00	97,500.00
		STEP M	48.0326	3,842.60	8,325.65	99,907.80
B815	RECREATION SUPERVISOR					
		STEP A	31.2307	2,498.45	5,413.32	64,959.85
		STEP B	32.0020	2,560.16	5,547.01	66,564.16
		STEP C	32.7923	2,623.38	5,684.00	68,207.98
		STEP D	33.6022	2,688.17	5,824.38	69,892.57
		STEP E	34.4320	2,754.56	5,968.21	71,618.56
		STEP F	35.2823	2,822.58	6,115.59	73,387.18
		STEP G	36.1537	2,892.29	6,266.64	75,199.69
		STEP H	37.0465	2,963.72	6,421.39	77,056.72
		STEP I	37.9614	3,036.91	6,579.97	78,959.71
		STEP J	38.8989	3,111.91	6,742.47	80,909.71
		STEP K	39.8596	3,188.76	6,909.00	82,907.96
		STEP L	40.8439	3,267.51	7,079.60	84,955.31
		STEP M	41.8526	3,348.20	7,254.45	87,053.40

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B846	REFUSE & STORMWATER MANAGER					
		STEP A	56.5013	4,520.10	9,793.55	117,522.70
		STEP B	57.8958	4,631.66	10,035.27	120,423.26
		STEP C	59.3256	4,746.04	10,283.10	123,397.24
		STEP D	60.7907	4,863.25	10,537.05	126,444.65
		STEP E	62.2920	4,983.36	10,797.28	129,567.36
		STEP F	63.8304	5,106.43	11,063.93	132,767.23
		STEP G	65.4068	5,232.54	11,337.17	136,046.14
		STEP H	67.0220	5,361.76	11,617.14	139,405.76
		STEP I	68.6772	5,494.17	11,904.04	142,848.57
		STEP J	70.3733	5,629.86	12,198.03	146,376.46
		STEP K	72.1112	5,768.89	12,499.27	149,991.29
		STEP L	73.8921	5,911.36	12,807.96	153,695.56
		STEP M	75.7169	6,057.35	13,124.26	157,491.15
B816	REFUSE SUPERINTENDENT					
		STEP A	40.0712	3,205.69	6,945.67	83,348.09
		STEP B	41.0602	3,284.81	7,117.10	85,405.21
		STEP C	42.0743	3,365.94	7,292.87	87,514.54
		STEP D	43.1133	3,449.06	7,472.97	89,675.66
		STEP E	44.1781	3,534.24	7,657.53	91,890.44
		STEP F	45.2691	3,621.52	7,846.64	94,159.72
		STEP G	46.3871	3,710.96	8,040.43	96,485.16
		STEP H	47.5326	3,802.60	8,238.98	98,867.80
		STEP I	48.7065	3,896.52	8,442.46	101,309.52
		STEP J	49.9093	3,992.74	8,650.94	103,811.34
		STEP K	51.1419	4,091.35	8,864.59	106,375.15
		STEP L	52.4049	4,192.39	9,083.51	109,002.19
		STEP M	53.6991	4,295.92	9,307.84	111,694.12
B817	REFUSE SUPERVISOR					
		STEP A	33.7592	2,700.73	5,851.59	70,219.13
		STEP B	34.5920	2,767.36	5,995.94	71,951.36
		STEP C	35.4463	2,835.70	6,144.02	73,728.30
		STEP D	36.3217	2,905.73	6,295.76	75,549.13
		STEP E	37.2187	2,977.49	6,451.24	77,414.89
		STEP F	38.1379	3,051.03	6,610.56	79,326.83
		STEP G	39.0797	3,126.37	6,773.81	81,285.77
		STEP H	40.0448	3,203.58	6,941.09	83,293.18
		STEP I	41.0338	3,282.70	7,112.52	85,350.30
		STEP J	42.0471	3,363.76	7,288.16	87,457.96
		STEP K	43.0855	3,446.84	7,468.15	89,617.84
		STEP L	44.1496	3,531.96	7,652.59	91,831.16
		STEP M	45.2399	3,619.19	7,841.58	94,098.99

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B819	RISK MANAGER					
		STEP A	50.2260	4,018.08	8,705.84	104,470.08
		STEP B	51.4659	4,117.27	8,920.75	107,049.07
		STEP C	52.7369	4,218.95	9,141.06	109,692.75
		STEP D	54.0393	4,323.14	9,366.81	112,401.74
		STEP E	55.3738	4,429.90	9,598.12	115,177.50
		STEP F	56.7413	4,539.30	9,835.15	118,021.90
		STEP G	58.1426	4,651.40	10,078.05	120,936.60
		STEP H	59.5785	4,766.28	10,326.94	123,923.28
		STEP I	61.0498	4,883.98	10,581.96	126,983.58
		STEP J	62.5575	5,004.60	10,843.30	130,119.60
		STEP K	64.1024	5,128.19	11,111.08	133,332.99
		STEP L	65.6855	5,254.84	11,385.48	136,625.84
		STEP M	67.3077	5,384.61	11,666.66	140,000.01
B820	SAFETY COORDINATOR					
		STEP A	36.5871	2,926.96	6,341.76	76,101.16
		STEP B	37.4902	2,999.21	6,498.30	77,979.61
		STEP C	38.4160	3,073.28	6,658.77	79,905.28
		STEP D	39.3647	3,149.17	6,823.21	81,878.57
		STEP E	40.3369	3,226.95	6,991.72	83,900.75
		STEP F	41.3331	3,306.64	7,164.40	85,972.84
		STEP G	42.3538	3,388.30	7,341.32	88,095.90
		STEP H	43.3998	3,471.98	7,522.63	90,271.58
		STEP I	44.4716	3,557.72	7,708.41	92,500.92
		STEP J	45.5699	3,645.59	7,898.78	94,785.39
		STEP K	46.6952	3,735.61	8,093.83	97,126.01
		STEP L	47.8484	3,827.87	8,293.72	99,524.67
		STEP M	49.0301	3,922.40	8,498.55	101,982.60
B821	SR BUSINESS SYSTEMS ANALYST					
		STEP A	34.7663	2,781.30	6,026.15	72,313.90
		STEP B	35.6244	2,849.95	6,174.89	74,098.75
		STEP C	36.5042	2,920.33	6,327.39	75,928.73
		STEP D	37.4057	2,992.45	6,483.65	77,803.85
		STEP E	38.3294	3,066.35	6,643.76	79,725.15
		STEP F	39.2760	3,142.08	6,807.84	81,694.08
		STEP G	40.2460	3,219.68	6,975.97	83,711.68
		STEP H	41.2399	3,299.19	7,148.24	85,778.99
		STEP I	42.2584	3,380.67	7,324.78	87,897.47
		STEP J	43.3020	3,464.16	7,505.68	90,068.16
		STEP K	44.3713	3,549.70	7,691.02	92,292.30
		STEP L	45.4671	3,637.36	7,880.96	94,571.56
		STEP M	46.5900	3,727.20	8,075.60	96,907.20

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B822	SR DATABASE ANALYST					
		STEP A	35.3507	2,828.05	6,127.45	73,529.45
		STEP B	36.2237	2,897.89	6,278.77	75,345.29
		STEP C	37.1183	2,969.46	6,433.83	77,206.06
		STEP D	38.0350	3,042.80	6,592.73	79,112.80
		STEP E	38.9743	3,117.94	6,755.54	81,066.54
		STEP F	39.9368	3,194.94	6,922.37	83,068.54
		STEP G	40.9231	3,273.84	7,093.33	85,120.04
		STEP H	41.9337	3,354.69	7,268.50	87,222.09
		STEP I	42.9693	3,437.54	7,448.01	89,376.14
		STEP J	44.0305	3,522.44	7,631.95	91,583.44
		STEP K	45.1179	3,609.43	7,820.43	93,845.23
		STEP L	46.2321	3,698.56	8,013.56	96,162.76
		STEP M	47.3738	3,789.90	8,211.45	98,537.50
B823	SR DEPUTY CITY ATTORNEY					
		STEP A	61.7590	4,940.72	10,704.89	128,458.72
		STEP B	63.2835	5,062.68	10,969.14	131,629.68
		STEP C	64.8464	5,187.71	11,240.04	134,880.51
		STEP D	66.4478	5,315.82	11,517.61	138,211.42
		STEP E	68.0888	5,447.10	11,802.05	141,624.70
		STEP F	69.7704	5,581.63	12,093.53	145,122.43
		STEP G	71.4934	5,719.47	12,392.18	148,706.27
		STEP H	73.2590	5,860.72	12,698.22	152,378.72
		STEP I	75.0682	6,005.45	13,011.82	156,141.85
		STEP J	76.9221	6,153.76	13,333.16	159,997.96
		STEP K	78.8218	6,305.74	13,662.44	163,949.34
		STEP L	80.7683	6,461.46	13,999.83	167,998.06
		STEP M	82.7630	6,621.04	14,345.58	172,147.04
B824	SR ELECTRIC BUSINESS ANALYST					
		STEP A	47.5668	3,805.34	8,244.91	98,938.94
		STEP B	48.7411	3,899.28	8,448.45	101,381.48
		STEP C	49.9448	3,995.58	8,657.09	103,885.18
		STEP D	51.1782	4,094.25	8,870.88	106,450.65
		STEP E	52.4421	4,195.36	9,089.96	109,079.56
		STEP F	53.7372	4,298.97	9,314.44	111,773.37
		STEP G	55.0643	4,405.14	9,544.47	114,533.74
		STEP H	56.4242	4,513.93	9,780.19	117,362.33
		STEP I	57.8177	4,625.41	10,021.73	120,260.81
		STEP J	59.2455	4,739.64	10,269.22	123,230.64
		STEP K	60.7087	4,856.69	10,522.84	126,274.09
		STEP L	62.2079	4,976.63	10,782.70	129,392.43
		STEP M	63.7442	5,099.53	11,048.99	132,587.93

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B825	SR ENERGY SERVICES ACCOUNT REP					
		STEP A	47.6233	3,809.86	8,254.70	99,056.46
		STEP B	48.7987	3,903.89	8,458.44	101,501.29
		STEP C	50.0039	4,000.31	8,667.34	104,008.11
		STEP D	51.2388	4,099.10	8,881.39	106,576.70
		STEP E	52.5042	4,200.33	9,100.72	109,208.73
		STEP F	53.8008	4,304.06	9,325.47	111,905.66
		STEP G	55.1295	4,410.36	9,555.78	114,669.36
		STEP H	56.4909	4,519.27	9,791.75	117,501.07
		STEP I	57.8860	4,630.88	10,033.57	120,402.88
		STEP J	59.3156	4,745.24	10,281.37	123,376.44
		STEP K	60.7805	4,862.44	10,535.28	126,423.44
		STEP L	62.2815	4,982.52	10,795.46	129,545.52
		STEP M	63.8196	5,105.56	11,062.06	132,744.76
B826	SR ENGINEER					
		STEP A	42.7247	3,417.97	7,405.61	88,867.37
		STEP B	43.7794	3,502.35	7,588.42	91,061.15
		STEP C	44.8605	3,588.84	7,775.82	93,309.84
		STEP D	45.9684	3,677.47	7,967.85	95,614.27
		STEP E	47.1037	3,768.29	8,164.64	97,975.69
		STEP F	48.2669	3,861.35	8,366.26	100,395.15
		STEP G	49.4589	3,956.71	8,572.87	102,874.51
		STEP H	50.6804	4,054.43	8,784.60	105,415.23
		STEP I	51.9320	4,154.56	9,001.54	108,018.56
		STEP J	53.2145	4,257.16	9,223.84	110,686.16
		STEP K	54.5287	4,362.29	9,451.64	113,419.69
		STEP L	55.8753	4,470.02	9,685.05	116,220.62
		STEP M	57.2552	4,580.41	9,924.23	119,090.81
B827	SR HUMAN RESOURCES ANALYST					
		STEP A	38.4165	3,073.32	6,658.86	79,906.32
		STEP B	39.3646	3,149.16	6,823.19	81,878.36
		STEP C	40.3367	3,226.93	6,991.69	83,900.33
		STEP D	41.3329	3,306.63	7,164.36	85,972.43
		STEP E	42.3537	3,388.29	7,341.30	88,095.69
		STEP F	43.3996	3,471.96	7,522.59	90,271.16
		STEP G	44.4714	3,557.71	7,708.37	92,500.51
		STEP H	45.5697	3,645.57	7,898.74	94,784.97
		STEP I	46.6951	3,735.60	8,093.81	97,125.80
		STEP J	47.8483	3,827.86	8,293.70	99,524.46
		STEP K	49.0299	3,922.39	8,498.51	101,982.19
		STEP L	50.2408	4,019.26	8,708.40	104,500.86
		STEP M	51.4815	4,118.52	8,923.46	107,081.52

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B828	SR IT ANALYST	STEP A	34.8115	2,784.92	6,033.99	72,407.92
		STEP B	35.6707	2,853.65	6,182.92	74,195.05
		STEP C	36.5516	2,924.12	6,335.61	76,027.32
		STEP D	37.4543	2,996.34	6,492.07	77,904.94
		STEP E	38.3793	3,070.34	6,652.41	79,828.94
		STEP F	39.3271	3,146.16	6,816.69	81,800.36
		STEP G	40.2983	3,223.86	6,985.03	83,820.46
		STEP H	41.2935	3,303.48	7,157.54	85,890.48
		STEP I	42.3133	3,385.06	7,334.30	88,011.66
		STEP J	43.3583	3,468.66	7,515.43	90,185.26
		STEP K	44.4291	3,554.32	7,701.04	92,412.52
		STEP L	45.5263	3,642.10	7,891.22	94,694.70
		STEP M	46.6506	3,732.04	8,086.10	97,033.24
B829	SR PLANNER	STEP A	40.3307	3,226.45	6,990.65	83,887.85
		STEP B	41.3263	3,306.10	7,163.22	85,958.70
		STEP C	42.3469	3,387.75	7,340.12	88,081.55
		STEP D	43.3927	3,471.41	7,521.40	90,256.81
		STEP E	44.4643	3,557.14	7,707.14	92,485.74
		STEP F	45.5624	3,644.99	7,897.48	94,769.79
		STEP G	46.6876	3,735.00	8,092.51	97,110.20
		STEP H	47.8406	3,827.24	8,292.37	99,508.44
		STEP I	49.0220	3,921.76	8,497.14	101,965.76
		STEP J	50.2327	4,018.61	8,707.00	104,484.01
		STEP K	51.4732	4,117.85	8,922.02	107,064.25
		STEP L	52.7444	4,219.55	9,142.36	109,708.35
		STEP M	54.0470	4,323.76	9,368.14	112,417.76
B830	SR POWER ENGINEER	STEP A	59.8134	4,785.07	10,367.65	124,411.87
		STEP B	61.2900	4,903.20	10,623.60	127,483.20
		STEP C	62.8036	5,024.28	10,885.95	130,631.48
		STEP D	64.3546	5,148.36	11,154.79	133,857.56
		STEP E	65.9439	5,275.51	11,430.27	137,163.31
		STEP F	67.5725	5,405.80	11,712.56	140,550.80
		STEP G	69.2412	5,539.29	12,001.80	144,021.69
		STEP H	70.9512	5,676.09	12,298.20	147,578.49
		STEP I	72.7034	5,816.27	12,601.92	151,223.07
		STEP J	74.4989	5,959.91	12,913.14	154,957.71
		STEP K	76.3387	6,107.09	13,232.04	158,784.49
		STEP L	78.2240	6,257.92	13,558.82	162,705.92
		STEP M	80.1558	6,412.46	13,893.67	166,724.06

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B831	SR POWER PLANT ENGINEER					
		STEP A	59.8134	4,785.07	10,367.65	124,411.87
		STEP B	61.2900	4,903.20	10,623.60	127,483.20
		STEP C	62.8036	5,024.28	10,885.95	130,631.48
		STEP D	64.3546	5,148.36	11,154.79	133,857.56
		STEP E	65.9439	5,275.51	11,430.27	137,163.31
		STEP F	67.5725	5,405.80	11,712.56	140,550.80
		STEP G	69.2412	5,539.29	12,001.80	144,021.69
		STEP H	70.9512	5,676.09	12,298.20	147,578.49
		STEP I	72.7034	5,816.27	12,601.92	151,223.07
		STEP J	74.4989	5,959.91	12,913.14	154,957.71
		STEP K	76.3387	6,107.09	13,232.04	158,784.49
		STEP L	78.2240	6,257.92	13,558.82	162,705.92
		STEP M	80.1558	6,412.46	13,893.67	166,724.06
B833	STREET MAINT SUPERINTENDENT					
		STEP A	42.7162	3,417.29	7,404.14	88,849.69
		STEP B	43.7704	3,501.63	7,586.86	91,042.43
		STEP C	44.8514	3,588.11	7,774.24	93,290.91
		STEP D	45.9590	3,676.72	7,966.22	95,594.72
		STEP E	47.0940	3,767.52	8,162.96	97,955.52
		STEP F	48.2571	3,860.56	8,364.56	100,374.76
		STEP G	49.4488	3,955.90	8,571.12	102,853.50
		STEP H	50.6700	4,053.60	8,782.80	105,393.60
		STEP I	51.9214	4,153.71	8,999.70	107,996.51
		STEP J	53.2036	4,256.28	9,221.95	110,663.48
		STEP K	54.5175	4,361.40	9,449.70	113,396.40
		STEP L	55.8639	4,469.11	9,683.07	116,196.91
		STEP M	57.2435	4,579.48	9,922.20	119,066.48
B832	STREET MAINT SUPERVISOR					
		STEP A	32.5766	2,606.12	5,646.61	67,759.32
		STEP B	33.3807	2,670.45	5,785.98	69,431.85
		STEP C	34.2051	2,736.40	5,928.88	71,146.60
		STEP D	35.0498	2,803.98	6,075.29	72,903.58
		STEP E	35.9154	2,873.23	6,225.33	74,704.03
		STEP F	36.8024	2,944.19	6,379.08	76,548.99
		STEP G	37.7112	3,016.89	6,536.60	78,439.29
		STEP H	38.6425	3,091.40	6,698.03	80,376.40
		STEP I	39.5969	3,167.75	6,863.46	82,361.55
		STEP J	40.5747	3,245.97	7,032.94	84,395.37
		STEP K	41.5768	3,326.14	7,206.64	86,479.74
		STEP L	42.6036	3,408.28	7,384.62	88,615.48
		STEP M	43.6557	3,492.45	7,566.98	90,803.85

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B834	URBAN FORESTER	STEP A	34.8445	2,787.56	6,039.71	72,476.56
		STEP B	35.7046	2,856.36	6,188.79	74,265.56
		STEP C	36.5863	2,926.90	6,341.62	76,099.50
		STEP D	37.4899	2,999.19	6,498.24	77,978.99
		STEP E	38.4157	3,073.25	6,658.72	79,904.65
		STEP F	39.3644	3,149.15	6,823.16	81,877.95
		STEP G	40.3366	3,226.92	6,991.67	83,900.12
		STEP H	41.3327	3,306.61	7,164.33	85,972.01
		STEP I	42.3535	3,388.28	7,341.27	88,095.28
		STEP J	43.3995	3,471.96	7,522.58	90,270.96
		STEP K	44.4713	3,557.70	7,708.35	92,500.30
		STEP L	45.5695	3,645.56	7,898.71	94,784.56
		STEP M	46.6949	3,735.59	8,093.78	97,125.39
B835	WATER CONSERVATION ADMINSTR	STEP A	38.4381	3,075.04	6,662.60	79,951.24
		STEP B	39.3871	3,150.96	6,827.09	81,925.16
		STEP C	40.3598	3,228.78	6,995.69	83,948.38
		STEP D	41.3565	3,308.52	7,168.46	86,021.52
		STEP E	42.3778	3,390.22	7,345.48	88,145.82
		STEP F	43.4244	3,473.95	7,526.89	90,322.75
		STEP G	44.4968	3,559.74	7,712.77	92,553.34
		STEP H	45.5957	3,647.65	7,903.25	94,839.05
		STEP I	46.7217	3,737.73	8,098.42	97,181.13
		STEP J	47.8756	3,830.04	8,298.43	99,581.24
		STEP K	49.0579	3,924.63	8,503.36	102,040.43
		STEP L	50.2694	4,021.55	8,713.36	104,560.35
		STEP M	51.5109	4,120.87	8,928.55	107,142.67
B836	WATER DISTRIBUTION SUPERVISOR	STEP A	34.8445	2,787.56	6,039.71	72,476.56
		STEP B	35.7046	2,856.36	6,188.79	74,265.56
		STEP C	36.5863	2,926.90	6,341.62	76,099.50
		STEP D	37.4899	2,999.19	6,498.24	77,978.99
		STEP E	38.4157	3,073.25	6,658.72	79,904.65
		STEP F	39.3644	3,149.15	6,823.16	81,877.95
		STEP G	40.3366	3,226.92	6,991.67	83,900.12
		STEP H	41.3327	3,306.61	7,164.33	85,972.01
		STEP I	42.3535	3,388.28	7,341.27	88,095.28
		STEP J	43.3995	3,471.96	7,522.58	90,270.96
		STEP K	44.4713	3,557.70	7,708.35	92,500.30
		STEP L	45.5695	3,645.56	7,898.71	94,784.56
		STEP M	46.6949	3,735.59	8,093.78	97,125.39

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B850	WATER DISTRIBUTION SUPT					
		STEP A	42.0794	3,366.35	7,293.76	87,525.15
		STEP B	43.7636	3,501.08	7,585.69	91,028.28
		STEP C	44.8444	3,587.55	7,773.02	93,276.35
		STEP D	45.9519	3,676.15	7,965.00	95,579.95
		STEP E	47.0867	3,766.93	8,161.69	97,940.33
		STEP F	48.2495	3,859.96	8,363.24	100,358.96
		STEP G	49.4411	3,955.28	8,569.79	102,837.48
		STEP H	50.6621	4,052.96	8,781.43	105,377.16
		STEP I	51.9133	4,153.06	8,998.30	107,979.66
		STEP J	53.1953	4,255.62	9,220.51	110,646.22
		STEP K	54.5090	4,360.72	9,448.22	113,378.72
		STEP L	55.8552	4,468.41	9,681.56	116,178.81
		STEP M	57.2346	4,578.76	9,920.66	119,047.96
B837	WATER QUALITY LAB SUPERVISOR					
		STEP A	36.5854	2,926.83	6,341.46	76,097.63
		STEP B	37.4883	2,999.06	6,497.97	77,975.66
		STEP C	38.4141	3,073.12	6,658.44	79,901.32
		STEP D	39.3628	3,149.02	6,822.88	81,874.62
		STEP E	40.3349	3,226.79	6,991.38	83,896.59
		STEP F	41.3310	3,306.48	7,164.04	85,968.48
		STEP G	42.3517	3,388.13	7,340.96	88,091.53
		STEP H	43.3977	3,471.81	7,522.26	90,267.21
		STEP I	44.4694	3,557.55	7,708.02	92,496.35
		STEP J	45.5676	3,645.40	7,898.38	94,780.60
		STEP K	46.6930	3,735.44	8,093.45	97,121.44
		STEP L	47.8461	3,827.68	8,293.32	99,519.88
		STEP M	49.0277	3,922.21	8,498.13	101,977.61
B838	WATER TRMT PLT CHIEF OPERATOR					
		STEP A	41.8116	3,344.92	7,247.34	86,968.12
		STEP B	42.8437	3,427.49	7,426.24	89,114.89
		STEP C	43.9018	3,512.14	7,609.64	91,315.74
		STEP D	44.9859	3,598.87	7,797.55	93,570.67
		STEP E	46.0969	3,687.75	7,990.12	95,881.55
		STEP F	47.2353	3,778.82	8,187.45	98,249.42
		STEP G	48.4019	3,872.15	8,389.66	100,675.95
		STEP H	49.5972	3,967.77	8,596.84	103,162.17
		STEP I	50.8220	4,065.76	8,809.14	105,709.76
		STEP J	52.0771	4,166.16	9,026.69	108,320.36
		STEP K	53.3632	4,269.05	9,249.62	110,995.45
		STEP L	54.6811	4,374.48	9,478.05	113,736.68
		STEP M	56.0315	4,482.52	9,712.12	116,545.52

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
Percentage:1.000

Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B839	WATER UTILITY MANAGER					
		STEP A	56.5013	4,520.10	9,793.55	117,522.70
		STEP B	57.8958	4,631.66	10,035.27	120,423.26
		STEP C	59.3256	4,746.04	10,283.10	123,397.24
		STEP D	60.7907	4,863.25	10,537.05	126,444.65
		STEP E	62.2920	4,983.36	10,797.28	129,567.36
		STEP F	63.8304	5,106.43	11,063.93	132,767.23
		STEP G	65.4068	5,232.54	11,337.17	136,046.14
		STEP H	67.0220	5,361.76	11,617.14	139,405.76
		STEP I	68.6772	5,494.17	11,904.04	142,848.57
		STEP J	70.3733	5,629.86	12,198.03	146,376.46
		STEP K	72.1112	5,768.89	12,499.27	149,991.29
		STEP L	73.8921	5,911.36	12,807.96	153,695.56
		STEP M	75.7169	6,057.35	13,124.26	157,491.15
B840	WSTWTR COLLECTION SUPT					
		STEP A	42.7094	3,416.75	7,402.96	88,835.55
		STEP B	43.7636	3,501.08	7,585.69	91,028.28
		STEP C	44.8444	3,587.55	7,773.02	93,276.35
		STEP D	45.9519	3,676.15	7,965.00	95,579.95
		STEP E	47.0867	3,766.93	8,161.69	97,940.33
		STEP F	48.2496	3,859.96	8,363.26	100,359.16
		STEP G	49.4411	3,955.28	8,569.79	102,837.48
		STEP H	50.6621	4,052.96	8,781.43	105,377.16
		STEP I	51.9133	4,153.06	8,998.30	107,979.66
		STEP J	53.1953	4,255.62	9,220.51	110,646.22
		STEP K	54.5090	4,360.72	9,448.22	113,378.72
		STEP L	55.8552	4,468.41	9,681.56	116,178.81
		STEP M	57.2346	4,578.76	9,920.66	119,047.96
B841	WSTWTR COLLECTION SUPV					
		STEP A	34.8446	2,787.56	6,039.73	72,476.76
		STEP B	35.7046	2,856.36	6,188.79	74,265.56
		STEP C	36.5863	2,926.90	6,341.62	76,099.50
		STEP D	37.4899	2,999.19	6,498.24	77,978.99
		STEP E	38.4157	3,073.25	6,658.72	79,904.65
		STEP F	39.3644	3,149.15	6,823.16	81,877.95
		STEP G	40.3366	3,226.92	6,991.67	83,900.12
		STEP H	41.3327	3,306.61	7,164.33	85,972.01
		STEP I	42.3535	3,388.28	7,341.27	88,095.28
		STEP J	43.3995	3,471.96	7,522.58	90,270.96
		STEP K	44.4713	3,557.70	7,708.35	92,500.30
		STEP L	45.5695	3,645.56	7,898.71	94,784.56
		STEP M	46.6949	3,735.59	8,093.78	97,125.39

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: K
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Effective 06/10/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B842	WSTWTR TRMT PLT CHIEF OPERATOR					
		STEP A	45.9928	3,679.42	7,972.08	95,665.02
		STEP B	47.1280	3,770.24	8,168.85	98,026.24
		STEP C	48.2919	3,863.35	8,370.59	100,447.15
		STEP D	49.4845	3,958.76	8,577.31	102,927.76
		STEP E	50.7066	4,056.52	8,789.14	105,469.72
		STEP F	51.9588	4,156.70	9,006.19	108,074.30
		STEP G	53.2420	4,259.36	9,228.61	110,743.36
		STEP H	54.5569	4,364.55	9,456.52	113,478.35
		STEP I	55.9042	4,472.33	9,690.06	116,280.73
		STEP J	57.2848	4,582.78	9,929.36	119,152.38
		STEP K	58.6995	4,695.96	10,174.58	122,094.96
		STEP L	60.1492	4,811.93	10,425.86	125,110.33
		STEP M	61.6346	4,930.76	10,683.33	128,199.96
B843	WSTWTR UTILITY MANAGER					
		STEP A	56.5013	4,520.10	9,793.55	117,522.70
		STEP B	57.8958	4,631.66	10,035.27	120,423.26
		STEP C	59.3256	4,746.04	10,283.10	123,397.24
		STEP D	60.7907	4,863.25	10,537.05	126,444.65
		STEP E	62.2920	4,983.36	10,797.28	129,567.36
		STEP F	63.8304	5,106.43	11,063.93	132,767.23
		STEP G	65.4068	5,232.54	11,337.17	136,046.14
		STEP H	67.0220	5,361.76	11,617.14	139,405.76
		STEP I	68.6772	5,494.17	11,904.04	142,848.57
		STEP J	70.3733	5,629.86	12,198.03	146,376.46
		STEP K	72.1112	5,768.89	12,499.27	149,991.29
		STEP L	73.8921	5,911.36	12,807.96	153,695.56
		STEP M	75.7169	6,057.35	13,124.26	157,491.15

Position Allocation/Staffing Report
by Department and Location ("Division")

PCN	Position Title	Allocated	Staffed	(Over)/ Under Staffed Variance
Department: 86 ROSEVILLE ELECTRIC				
Div/Loc: 08614 - ELECT CONST & MAINTENANCE				
086149250	ELEC UTILITY INSPECTION TECH	2.000	0.000	2.000
086140150	ELECTRIC APPRENTICE LINE TECH	0.000	1.000	(1.000)
086142285	ELECTRIC LINE TECH	14.000	9.000	5.000
086142286	ELECTRIC LINE TROUBLESHOOTER	4.000	3.000	1.000
086142212	ELECTRIC MATERIALS TECH II	3.000	3.000	
086142338	ELECTRIC OPERATIONS MANAGER	1.000	1.000	
086142339	ELECTRIC OPERATIONS SUPERVISOR	2.000	0.000	2.000
086142254	ELECTRIC PREV DATA SYSTEM TECH	2.000	1.000	1.000
086142352	ELECTRIC SAFETY COORDINATOR	1.000	1.000	
086142319	ELECTRIC SUBSTATION SUPERVISOR	1.000	1.000	
086142350	ELECTRIC SYSTEM DISPATCHER	3.000	3.000	
086142360	ELECTRIC UTILITY TECHNICIAN I	0.000	3.000	(3.000)
086142362	ELECTRIC UTILITY TECHNICIAN II	17.000	11.000	6.000
086144957	OFFICE ASSISTANT II	1.000	1.000	
086147118	SR ELECTRIC LINE TECHNICIAN	5.000	5.000	
086147169	SR ELECTRIC MATERIALS TECH	1.000	1.000	
086147124	SR ELECTRIC METERING TECH	1.000	1.000	
086147126	SR ELECTRIC SUBSTATION TECH	3.000	3.000	
086147168	SR ELECTRIC SYSTEM DISPATCHER	1.000	1.000	
086142280	ELECTRIC LINE CONST SUPERVISOR	0.000	1.000	(1.000)
086142421	ELECTRIC PRE-APPRENTICE	0.000	1.000	(1.000)
08614B200	ELECTRIC APPRENTICE LINE TECH	0.000	3.000	(3.000)
08614B213	ELECTRIC UTILITY TECHNICIAN I	0.000	1.000	(1.000)
08614B214	ELECTRIC UTILITY TECHNICIAN II	0.000	2.000	(2.000)
TOTAL FOR LOC/DIV 08614 - ELECT CONST & MAINTENANCE:		62.000	57.000	5.000
TOTAL FOR DEPARTMENT 86 - ROSEVILLE ELECTRIC:		62.000	57.000	5.000
Grand Totals:		62.000	57.000	5.000



COUNCIL COMMUNICATION

CC #: 8493

File #: 0800-02

Title: Second Reading - Municipal Code Amendment - Water, Wastewater and Solid Waste Utility Rate Increases for Fiscal Years 2018 and 2019

Contact: Terri Shirhall 916-774-5536 tshirhall@roseville.ca.us

Meeting Date: 6/7/2017

Item #: 6.34.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 5837 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 9.12.100 OF CHAPTER 9.12 OF TITLE 9, AMENDING SECTIONS 14.08.090, 14.08.095 AND 14.08.100 OF CHAPTER 14.08, AND AMENDING SECTIONS 14.16.200, 14.16.201 AND 14.16.230 OF CHAPTER 14.16 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PUBLIC UTILITIES for second reading and adoption.

BACKGROUND

High quality and environmentally sound utility services (drinking water, recycled water, wastewater and solid waste services) are essential for public health and economic vitality. Consistent delivery of Roseville's Environmental Utility services requires continued top performance of our publicly owned facilities and related infrastructure systems and the expertise of professionals, including State-certified staff.

Based on City Council direction since 2005, smaller, incremental (e.g. annual) rate increases are preferred over larger periodic (e.g., every two to three years) increases. This biennial rate analysis was conducted in accordance with City Council's directive. This rates analysis concludes a year-long process consisting of a 10-year financial planning horizon from fiscal years 2017-18 through 2026-27. The study meets the legal requirement for setting rates that are proportionate to the cost of services provided. The proposed two-year rate implementation will meet the financial goals of generating sufficient revenues given the current assessment of future expenses and economic reserves

City Council adopted the previous adjustments to wastewater rates in April, 2015. The adjustments consisted of two annual increases, effective July 1, 2015 and July 1, 2016. In December 2015, Council approved the transition of the water rate structure from a tiered to uniform rate, and rate increases effective February and July 2016. The last solid waste rate increase was effective in July 2013.

Water, Wastewater, and Solid Waste Rate Increases

The analysis forecast considers the costs of utility operations, capital, rehabilitation, state and federal regulatory compliance, and adopted fiscal policies. Based on the financial analysis, staff is recommending adjustments to water and wastewater utility rates to remain fiscally sound by:

- 1) Collecting revenues sufficient to meet expenses. Utility rate model fund summaries are included in this report as Attachment B.
- 2) Compliance with Proposition 218 requirements, primary components including:
 - An agency cannot collect revenue beyond what is necessary to provide service.
 - No charge may be imposed for a service unless that service is actually used or immediately available to the owner of the property.
 - Revenues derived from the charge shall not be used for any other purpose other than that for which the charge was imposed.
 - Fairness in apportionment of total costs of service amongst ratepayer classes (avoidance of subsidization within the rates.
- 3) Reflect adopted fiscal policies for economic reserves (rate stabilization funds equivalent to 50% of operating expenses, and emergency reserve funds equivalent to 25% of operating expenses in the water and wastewater utilities, and 25% emergency reserve fund in the solid waste utility).
- 4) In the case of water and wastewater utilities, meet commitments made to bonding agencies. Specifically, this means maintaining a bond covenant requirement (ratio of net revenues to expenses) of 1.20x for the water utility and 1.10x for the wastewater utility. Maintaining bond covenant requirements is crucial to maintaining the City's good credit rating.

To verify the integrity of the rates model, and appropriateness of the assumptions used in the model, the City contracted with the Reed Group, Inc. The peer review report is included in this report as Attachment C.

Public Outreach

Consistent with City Council's priority to provide public information to the community on a timely basis, an outreach plan was conducted. Information about the proposed utility rate increases has been presented through a number of different venues. A summary of outreach efforts referencing the proposed rate increases are included in this report as Attachment D. In compliance with Proposition 218, a California law since 1996, notices were sent to all utility customers on March 20, 2017. A copy of the notice is included in this report as Attachment E. The notice outlines the process for protesting the proposed rate increases. Protest ballots could be mailed or hand delivered to the City Clerk on or before the public hearing date, or in person at the public hearing on May 3. At the close of the Public Hearing, the City Clerk will announce the total number of protest responses. If written protests against the proposed rate increases are presented by a majority of the owners of identified parcels, City Council cannot impose the adjustments.

At the Public Utilities Commission meeting on March 28, 2017, the Commission unanimously forwarded a recommendation of approval of the proposed rates to City Council.

This remainder of this report details the rates analyses process and conclusions necessitating water, wastewater and solid waste rate increases.

Environmental Utilities Department

Environmental Utilities Department operates municipal water, wastewater, recycled water, and

solid waste utilities for residential, commercial, and industrial customers. The Department also operates a Technical Services Division, which supports Environmental Utilities Engineering, Safety, and Asset Management groups. City ownership of these municipal utilities allows customers the benefit of reliable service while still having rates among the lowest in the region.

City of Roseville Charter

The Roseville City Charter mandates that each utility be financially self-sufficient, meet its financial obligations for debt service, and provide for ongoing maintenance and operation of the utilities. It also allows for utility reserve funds to be set aside for the replacement, betterment and extension of the utilities. Section 10.01 of the City Charter states:

“ . . . Each city-owned utility shall be financially self-sufficient, and shall fully compensate the city general fund for all goods, services, real property and rights to use or operate on or in city-owned real property. (Amended by general municipal election on November 7, 2000.)”

The Charter further states in section 7.075:

“The Council shall annually set aside from the income of each of its revenue producing public utilities the following amounts and in the following order, to wit:

First: An amount fully sufficient for the payment of principal, interest, reserve fund and sinking fund requirements of any revenue bonds or general obligation bonds secured in whole or in part from such utility revenues, the proceeds of which bonds have been applied to the acquisition, construction or completion of such public utilities.

Second: An amount sufficient to pay or provide for the payment of maintenance and operation of such public utilities, including a reserve for maintenance and operation. . . . “

In conjunction with the City mandate to be financially self-sufficient, each utility within the Department is represented by an Enterprise Fund and, as such, accounts for “business type activities” similar to that of private industry. They do not make a profit and account for all expenses and revenues in funds completely separate from the City’s General Fund. Funding for utility operations is primarily from monthly utility charges.

UTILITY RATES ANALYSIS

The process to establish rates that support fiscal stability relies on long term financial planning and sound fiscal policies. Each utility continues to be subject to increases in regulatory, operational and rehabilitation costs. General cost increases for all utilities include:

- Debt Coverage Requirements. Water and wastewater utility net revenue calculation fiscal policy goal of > 1.8.

- Inflation. All utilities have seen costs increase in general. An inflation factor of 2.0% (based on the Consumer Price Index) was used in the rate model.

- Cost of City Services. As a City Department, Environmental Utilities pays a proportionate share for administrative and support services (Information Technology, Human Resources, City Attorney, etc.); these indirect costs were assumed to increase by 10% in FY 15/16, then 5% ongoing.

- Power, Chemical and Fuel Costs. The water treatment and two wastewater treatment plants are particularly impacted by chemical costs (increasing on average by 3% annually). Energy costs

were assumed to increase 2+% at the Barton Road Water Treatment Plant, which is within PG&E service territory. Fuel costs were assumed to increase by approximately 1.7% annually.

- Salaries. Labor cost inputs were based on salaries in existing negotiated contracts. No salary increases were assumed beyond the current negotiated contracts for the two-year duration of the proposed rate adjustments.

- Regulatory Requirements. Water, wastewater, and solid waste utilities are highly regulated. On average, 20 percent of utility expenses are associated with regulatory compliance. New requirements, such as unfunded mandated programs, increasingly stringent reporting requirements, or compliance with updated standards, are routine.

Water, Wastewater and Solid Waste Rehabilitation Costs

The City of Roseville has over \$1.1 billion in water and wastewater infrastructure assets. In 2003, the City Council adopted a financial policy to set aside funds for rehabilitation and replacement of aging utility infrastructure. An initial assessment of the infrastructure enabled staff to determine the annual amount to set-aside with the goal of having sufficient funds to complete the anticipated projects. In 2015, MWH, Inc., was retained to conduct a review and update of the rehabilitation capital plan. In the period covered by the proposed rate adjustment, the level of funding for the Water Rehabilitation fund would increase from \$3 million to \$3.5 million in FY2018 and FY2019 in support of the updated plan. The contribution for Wastewater Rehabilitation would remain at \$7.5 million in FY18 and increase to \$7.75 million in FY19. Rehabilitating aging pipes, equipment and other aspects of the water and wastewater system is vital in order to maintain system reliability.

Environmental Utilities has made it a priority to proactively set aside revenue for infrastructure rehabilitation. The benefit of this approach is that, in the event of a major system failure, such as a breakdown at the water or wastewater treatment plant, funds would be available to make repairs quickly. An effective rehabilitation program includes evaluations of facilities and proactive repairs and replacements, thus avoiding expenses associated with infrastructure failure. Setting funds aside also allows the utilities to build an emergency reserve that provides an immediate cash source to respond to potential emergency situations. Alternatively, the utilities would be obligated to seek bond financing or emergency loan funds to pay for the repairs, with associated high interest rates.

The Solid Waste utility has an inventory of approximately 70,000 bins and cans, with varying useful lifetimes, and replacement costs ranging from \$60 to \$4,000. A rehabilitation fund is in place to repair and replace cans and bins when necessary. Over the next two years the level of funding for the Solid Waste Rehabilitation fund is projected to remain at \$ 0.2 million in FY2018 and increase to \$0.3 million in FY2019.

Economic Reserves

Utility economic reserves are an essential part of the utilities' operating procedures and ensure the utilities can continue to provide services during budget shortfalls or unforeseen circumstances. Staff is recommending consistency with fiscal policy that would, over time, achieve minimum emergency reserve levels for the water and wastewater utilities to 25% of annual operating expenses, with 50% rate stabilization funds. The fiscal policies are included in this report as Attachment F. The policies reflect the need to supplement rate stabilization and economic reserve levels, which would:

- Improve assurance of adequate available funding in the event of a future drought or other event that results in increased expenses or reduced revenues.
- Protect the City's credit rating.

- Address City Council direction to preclude the need for a drought rate surcharge in future water shortage years.
- Proceed closer to consistency with industry standards for reserve funding levels.
- It should be noted that, if reserves were maintained at the 10% level, rate increases would still be needed in the short-term to avoid rapid declines in the target reserves in all three utilities. Without a rate increase, the overall economic reserves in the water utility would decline rapidly; from an approximate 51.2% in FY16/17 to 28.1% in FY17/18 and 11.7% in FY18/19. Absent a rate increase for the wastewater utility, the reserve would decline steadily from approximately 58.5% in FY16/17 to 36.6% in FY17/18, to 15.7% in FY18/19.

Debt Service Coverage

In addition to increased costs, the City is also obligated to meet debt service coverage related to long-term debt as part of a rate covenant made to bondholders. The current rate covenant for debt issued on water capital improvement projects requires a minimum debt service coverage ratio of 1.20. For wastewater, the debt service coverage requirement is 1.10. Although rates are not used for payment of debt service, utility revenue is the ultimate security for repayment of debt. Connection fees are the primary funding source for payment of debt service.

Water Utility

Two consecutive annual rate increases are proposed for the water utility (7% in FY17-18 and 7% in FY18-19). The proposed rates reflect an increase to the average residential water customer of \$2.54 per month for the first year and \$2.74 per month for the second year. Even with the increases, Roseville water customers will still be paying less than half a penny a gallon for water delivered on demand each and every hour of the day, 365 days a year.

The proposed water rates are forecasted to fund operational and maintenance of the utility and provide for needed investments in technological upgrades and infrastructure rehabilitation and replacement. During the next two years, rehabilitation funds will be used to fund an upcoming "Water Delivery/Fire Flow Upsizing Project" costing approximately \$1,000,000 annually for several years. The project includes identification and analysis of areas in the City (i.e., most likely in the older neighborhoods) that may require larger pipelines to provide fire flows more consistent with current standards. In short, the project will upgrade the fire service and replace pipelines that have reached their service life. The 2 million gallon tank at the water treatment plant is also scheduled for rehabilitation.

Staff recognizes that rate increases can create a financial hardship for some customers. Since a significant portion of water utility bills are based on consumption, a reduction in water use is the best way customers can minimize the financial impact of higher water rates. Water Efficiency staff will continue to work with customers to promote effective water conservation strategies such as identifying and repairing leaks and managing outdoor water use.

Wastewater Utility

Two consecutive annual rate increases are proposed for the wastewater utility (6% in FY17-18 and 6% in FY18-19). The proposed rate increase for wastewater equates to an increase to the average residential wastewater customer of \$2.08 per month for the first year and \$2.21 per month for the second year.

Similar to the water utility, wastewater collection and treatment is subject to myriad regulatory programs, power supply and chemical costs. In the next two years, rehabilitation funds will be used to extend the life of facilities at the Dry Creek Wastewater Treatment Plant (WWTP) and in the City's wastewater collection system. In response to new water quality permit limits, the

biological treatment process at the DCWWTP will undergo significant construction during the next two years to allow the process to meet more stringent nitrate removal requirements. Also, work to replace the Supervisory Control and Data Acquisition (SCADA) system at both Pleasant Grove and Dry Creek WWTP's that has been ongoing over the past two years should be completed by the end of the year. This is a significant milestone that updates a major system vital to the successful operation of the WWTP's. In addition to treatment plant improvements, a project is planned each year to repair or replace portions of the wastewater collection system that have sustained damage due to age, tree root intrusion, or other natural forces.

Solid Waste Utility

Two consecutive annual rate increases are proposed for the solid waste utility (2% in FY17-18 and 2% in FY18-19). The proposed rate increases equate to an increase of \$0.47 per month for the first year and \$0.48 per month the second year. Four years have elapsed since the last Solid Waste rate increase. In the interim the utility has been using healthy financial reserves to meet expenses, however that is not sustainable, and a rate increase is needed to adjust revenues to meet actual expenses.

FISCAL IMPACT

The proposed rate increases would result in a cumulative average increase on all three utility bills of about 5.4% percent as of July 1, 2018 and 5.5% as of July 1, 2019. With the proposed rate increase, residential customers would see an estimated increase to their combined utilities bill of \$5.09 per month in the first year, and \$5.42 per month in the second year. The proposed increases in Roseville's water, wastewater, and solid waste rates are still among the lowest in the region, an indicator that the Environmental Utilities Department is accomplishing its mission.

The proposed rate adjustment will result in additional combined revenue of approximately \$6 million to the water utility over the next two fiscal years, approximately \$3.2 million to the wastewater utility, and \$1.1 million to the solid waste utility over the same period.

The proposed rate adjustment maintains the City's position as one of the lowest cost overall service providers in the region; strengthens the City's rehabilitation program; and maintains economic reserves, helping to ensure fiscal soundness and resiliency in the face of upcoming unfunded mandates and regulatory requirements.

ECONOMIC DEVELOPMENT / JOBS CREATED

New positions assumed in the proposed rate increase include, in FY 17/18: one Refuse Truck Driver, two Business Services Senior Analyst positions, one Solid Waste Billing Technician, one Street Sweeping Operator, one Administrative Analyst, one Industrial Waste Technician, one Preventative Maintenance Supervisor, one Preventative Maintenance Superintendent, and one Interpretive Services Specialist. For FY 18/19, the model assumes one Safety Specialist, one Refuse Truck Driver, one Senior Automation Engineer, and one Administrative Technician.

ENVIRONMENTAL REVIEW

Approval of the proposed utility rates is considered statutorily exempt from CEQA (State CEQA Guidelines section 15273). The project involves the modification, of rates, by a public agency for

the purpose of (1) Meeting operating expenses, including employee wage rates and benefits, (2) Purchasing or leasing supplies, equipment, or materials, (3) Meeting financial reserve needs and requirements, and (4) Obtaining funds for capital projects, necessary to maintain service within existing service areas. No further CEQA action is required.

Respectfully Submitted,

Terri Shirhall, Business Services Analyst

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5837

ORDINANCE NO. 5837

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 9.12.100 OF CHAPTER 9.12 OF TITLE 9, AMENDING SECTIONS 14.08.090, 14.08.095 AND 14.08.100 OF CHAPTER 14.08, AND AMENDING SECTION 14.16.200, 14.16.201 AND 14.16.230 OF CHAPTER 14.16 OF TITLE OF THE ROSEVILLE MUNICIPAL CODE REGARDING PUBLIC UTILITIES

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 9.12.100 of Chapter 9.12 of Title 9 of the Roseville Municipal Code is hereby amended to read as follows:

9.12.100 Charges for collection.

A. Residential.

1. Each and every householder or tenant occupying any dwelling, house, or residence, shall pay to the city, or its authorized agent, a fixed minimum charge as set forth in this section as a refuse fee. Such fixed minimum is based upon service of one call per week, irrespective of whether there is any refuse to remove from any premises.

2. Ninety-Gallon Automated Container Service. For each premises assigned city-owned 90-gallon containers (one for household garbage and one for yard clippings and green waste) and serviced by automated collection, all garbage, and green waste for collection must be contained within the 90-gallon container(s) with the lid closed and must fall freely from container when dumped. Each such premises shall be provided weekly collection for trash; green waste will be collected every other week..

3. Refuse service may be discontinued upon request for a period of no less than two months when a dwelling, house, or residence will be unoccupied. The minimum time of discontinuing service will be two months. A service charge equal to two months' refuse charge will be charged to the utility user for the removal and redelivery of the assigned automated container when service has been temporarily discontinued. This service charge will be paid at the time service is discontinued. Upon occupancy of a dwelling, house or residence, the utility user must contact the city to restart service. If the occupant of a dwelling, house, or residence does not contact the city to restart service, the city may bill back to the discontinuance of service all monthly charges.

4. For collection of additional containers beyond those covered by the fixed minimum charges established in this chapter, the collection charge shall be that identified in Section 9.12.100 Charges for collection.

5. An additional or special pickup may be requested beyond the minimum service required by this chapter. Each such additional or special pickup shall be subject to a fixed fee.

6. Rates for Residential Collection. Effective July 1, 2017, and July 1, 2018, the residential rates on billings shall be as follows:

Residential Refuse Service	Effective 7/1/2017	Effective 7/1/2018
Fixed refuse monthly charge (one trash container and one green waste container as identified in Section 9.12.100.A.2)	\$23.87	\$24.35
Additional empty of a 60- or 90-gallon refuse container	\$15.61	\$15.92
Each additional green waste container	\$8.67	\$8.84
Each additional 90-gallon refuse container	\$16.32	\$16.65
Additional empty of a green waste container	\$11.48	\$11.70
Refuse 60- or 90-gallon replacement charge	\$69.74	\$71.13
Fixed fee for the return of a confiscated green waste container due to contamination	\$111.49	\$113.72
Temporary removal of a residential service	\$47.74	\$48.69
Move in box pick-up	\$84.41	\$86.09
Temporary dumpster delivery and removal and per yard charge (6 yards only)	\$116.99	\$119.33

B. Commercial.

1. A landlord, property owner, or property manager or management company of each and every store, shop, apartment, house, rooming house, factory or other nonresidential use that has a commercial dumpster shall pay to the city, or its authorized agent, a fixed minimum charge as set forth by the city council as a refuse fee. Such fixed minimum is based upon service of one call per week, irrespective of whether there is any refuse to remove from any premises.

A landlord, property owner, property manager or management company with multiple tenants who must share a commercial dumpster shall be responsible for the refuse utility bill of the tenants.

2. Commercial Dumpster, Roll-On, and Additional Services. The environmental utilities director may approve the placing of garbage or rubbish in containers other than 30-gallon cans or 90-gallon automated cans (such as dumpsters or roll-on containers) as provided in Section 9.12.060. The fixed fee and additional service charges are established by subsections (A)(6) and (B)(4). In such cases, the environmental utilities director shall cause a study of the service to be made, and charges will be established based on the cost of performing the service.

Such charge shall include all costs to the city, including, but not limited to, labor, equipment operation, maintenance and depreciation, administrative overhead, recycling, landfill closure and landfill operation costs. Standard commercial charges for basic hand-pickup dumpsters and roll-on containers may be established by the environmental utilities director subject to the approval of the city council.

An additional or special pick up may be requested beyond the minimum service required by this chapter. Each such additional or special pick up shall be subject to a fixed fee.

Temporary commercial services must be charged to a City of Roseville customer utility account. A “garbage only” account may be requested for temporary services. See Chapter 14.04 Utility Customer Billing, Accounting and Collections for information about establishing a new account.

Timeframe for temporary customer service. Temporary dumpsters for commercial use must be serviced weekly and removed within a 90 day period. It is the customer’s responsibility to schedule services. If a temporary dumpster is not emptied within 7 consecutive days of its delivery or last collection, the account shall be assessed a weekly rental fee per Section 9.12.100.7: Rates for Commercial Collection.

3. Commercial customers that fall into the following categories are required by state law to subscribe to organics recycling services.

a. On and after April 1, 2016, a business that generates eight cubic yards or more of organic waste per week shall arrange for recycling services specifically for organic waste.

b. On and after January 1, 2017, a business that generates four cubic yards or more of organic waste per week shall arrange for recycling services specifically for organic waste.

c. On and after January 1, 2019, a business that generates four cubic yards or more of commercial solid waste, as defined in Section 42649.1, per week, shall arrange for recycling services specifically for organic waste.

4. On or after January 1, 2020, if the department determines that statewide disposal of organic waste has not been reduced to 50 percent of the level of disposal during 2014, a business that generates two cubic yards or more per week of commercial solid waste shall arrange for the organic waste recycling services specified in subsection (B)(3), unless the department determines that this requirement will not result in significant additional reductions of organics disposal.

5. Multifamily dwellings will not be required to recycle food waste, but will need to provide proof to the city that other organics such as green waste are being recycled or diverted from the landfill in an appropriate manner. The city can also provide green waste services, if necessary.

The city will be the primary collector of all organic waste materials, unless a business had services in place before September 28, 2014, the date AB 1826 was approved. Any business with a collection contract before this date can continue with providers until the contract expires. Once the contract expires the business will default to city service.

6. An additional or special pickup may be requested beyond the minimum service required by this chapter. Each such additional or special pickup shall be subject to a fixed fee.

7. Rates for Commercial Collection. Effective July 1, 2017, and July 1, 2018, the commercial rates on billings shall be as follows:

Frontloader and Rearloader Commercial Services*	Effective 7/1/2017	Effective 7/1/2018
Frontloader and rearloader commercial dumpster and sidewalk can per yard charge	\$9.79	\$9.99
Frontloader and rearloader compactor per yard charge	\$17.65	\$18.00
Frontloader and rearloader dumpster extra pick-up per yard charge	\$9.79	\$9.99
Frontloader cardboard dumpster and compactor per yard charge	\$13.01	\$13.27
Frontloader cardboard dumpster and compactor extra pick-up per yard charge	\$3.01	\$3.07

Roll-Off Commercial Open Top and Compactor Services*	Effective 7/1/2017	Effective 7/1/2018
Minimum charge per haul (base rate) without tonnage* All sizes	\$291.72	\$297.55
Roll-off 100% recycling bin	\$159.73	\$162.93

* Tonnage charges (tipping fees) vary by material type, and are determined by the Western Placer Waste Management Authority. With city department head approval, some entities may pay tonnage charges directly to Western Placer Waste Management Authority.

Temporary Frontloader, Rearloader and Roll-Off Charges*	Effective 7/1/2017	Effective 7/1/2018
Frontloader and rearloader temporary dumpster delivery and removal charge	\$58.24	\$59.41

Temporary Frontloader, Rearloader and Roll-Off Charges*	Effective 7/1/2017	Effective 7/1/2018
Frontloader and rearloader temporary dumpster per yard charge	\$9.79	\$9.99
Frontloader and rearloader temporary dumpster rental fee per week	\$55.54	\$56.55
Roll-off temporary dumpster minimum charge per haul (base rate)	\$291.72	\$297.55
Tonnage (per ton charge)*		
Roll-off temporary dumpster rental fee per week	\$100.67	\$102.69

* Tonnage charges (tipping fees) vary by material type, and are determined by the Western Placer Waste Management Authority.

Additional Commercial Service Rates*	Effective 7/1/2017	Effective 7/1/2018
Standby service charge per occurrence	\$48.25	\$49.21
Emergency after hours call out service charge per occurrence	\$150.76	\$153.77
Fixed monthly commercial charge	\$26.78	\$27.31
60- or 90-gallon automated container monthly charge	\$23.87	\$24.35
Commercial bin assistance charge per occurrence	\$42.18	\$43.02
Fixed fee for additional pick-up of a city owned 60- or 90-gallon automated container	\$15.61	\$15.92
Compactor cleaning	Minimum 2.5 hours labor cost	
Compactor lock replacement	0.5 hours of labor cost plus \$8.00 lock replacement	

* The amounts billed to commercial customers will vary with the types of service and the number of pickups in a billing period.

** Green waste containers available only in limited areas.

C. Shared Compactor Rates. Shared compactor rates are applicable to the City of Roseville downtown specific plan area. Exact rates are determined on a site-specific basis based on the following criteria:

	Cost per 1,000 square feet of building area or per dwelling unit Effective 7/1/2017	Cost per 1,000 square feet of building area or per dwelling unit Effective 7/1/2018	
Tier 1: Cost per 1,000 square feet of building area or per dwelling unit	\$5.59	\$5.70	Tier 1 includes business types that are determined low use by the environmental utilities director. Typical examples of low use are retail and office establishments and small apartment units.
Tier 2: Cost per 1,000 square feet of building area	\$22.56	\$23.01	Tier 2 includes business types that are determined medium use by the environmental utilities director. Typical examples of medium use are relatively smaller establishments such as bars and grills, coffee shops and delis; selling or serving food but not considered a full-service restaurant.
Tier 3: Cost per 1,000 square feet of building area	\$47.65	\$48.61	Tier 3 includes business types that are determined high use by the environmental utilities director. A typical example of high use is full-service restaurants, restaurant/ bakeries, and similar establishments. Full-service restaurants are defined as primarily dine-in establishments with established menus, and a minimum of two meals per day (e.g., lunch

			and dinner).
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D. Rates for Commercial Organic Waste Collection. Effective July 1, 2017 and July 1, 2018, the commercial organic waste collection rates on billings shall be as follows:

Organic Waste Collection Rates	Minimum Monthly Charge(Effective 7/1/2017	Minimum Monthly Charge (Effective 7/1/2018)
0-4 yards	\$152.95	\$156.01
5 yards	\$191.20	\$195.02
6 yards	\$229.40	\$233.99
7 yards	\$267.75	\$273.11
8 yards	\$305.90	\$312.02
9 yards	\$344.10	\$350.98
10 yards	\$382.35	\$389.99
11 yards	\$420.70	\$429.11
12 yards	\$458.80	\$467.97
Extra pickup for one yard bin or cart equivalent	\$57.38	\$58.52
Extra pickup for two yard bin or cart equivalent	\$76.50	\$78.03
	(Effective 7/1/2017)	(Effective 7/1/2018)
0-2 yards	\$76.50	\$78.03

SECTION 2. Section 14.08.090 of Chapter 14.08 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.08.090 Service charges for metered service.

There shall be due and payable the following monthly charges, upon submission of the bill by the city to the owner of the property supplied with service, for all treated water measured by meters for residential, commercial, industrial and manufacturing or other purposes:

A. Monthly Quantity Rates. Effective July 1, 2017 and July 1, 2018, the monthly quantity rates on billings shall be as follows:

	Inside City Service Area (per 100 cu. ft.)*	
	Effective 7/1/2017	Effective 7/1/2018
Potable water usage (per 100 cubic feet)	\$1.17	\$1.25
Recycled water usage (per 100 cubic feet)	\$0.59	\$0.63

* Charges for water service delivered outside the City of Roseville water service area are set forth in Section 14.08.091.

B. Monthly Service Charges. Effective July 1, 2017 and July 1, 2018, the monthly service charges on billings shall be as follows:

Meter Size (inches)	Peak Flow Rate (gallons per minute)	Inside City Service Area*	
		Effective 7/1/2017	Effective 7/1/2018
Up to 3/4	30	\$24.79	\$26.53
1	50	\$39.50	\$42.27
1-1/2	100	\$75.93	\$81.24
2		\$119.83	\$128.22
3		\$221.31	\$237.88
4		\$368.70	\$394.51
6		\$734.32	\$785.72
8		\$1,173.26	\$1,255.38
10		\$1,685.47	\$1,803.46

* Charges for water service delivered outside the City of Roseville water service area are set forth in Section 14.08.091.

C. The total amount due and payable shall be the sum of the monthly service charge plus the quantity rate. The monthly service charge is due and payable regardless of whether water has been consumed. The service charge shall be the greater of the charge based on the meter size or flow rate, with the following exceptions.

1. No service charge shall be made for fire service that has backflow prevention with detector check devices approved by the environmental utilities director.

2. No service charge shall be made for recycled water utility back-up systems that are required for reliability only and have backflow prevention and metering approved by the environmental utilities director. This exclusion does not extend to systems that are regularly required as part of normal operation. The recycled water operation shall be responsible for water volumetric charges for these services and any costs associated with meter maintenance.

D. For purposes of charging for treated water measured by meters:

1. A residential account is defined as a single metered water service which serves three or less dwelling units.

2. A nonresidential account is defined as a single metered water service which serves more than three dwelling units, or serves commercial, industrial, manufacturing, irrigation or other nonresidential land uses.

E. For single-family residential services that require automatic fire protection systems pursuant to Section 16.16.120, the increased meter size will not be assessed an additional charge associated with the fire protection system requirement. Service charges shall be based on the required service size as determined by the Uniform Plumbing Code without consideration for any fire protection system required by Section 16.16.120.

SECTION 3. Section 14.08.095 of Chapter 14.08 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.08.095 Water rate surcharge and excess water use charge.

Effective on billings as of May 1, 2009, all quantity rates identified in Section 14.08.090, but not recycled water, will be subject to the water shortage surcharges and excess water use charges identified as follows when the drought stages identified and set forth in Sections 14.09.070 through 14.09.110 are declared, provided that the city manager determines that imposition of such charges is required under the identified drought stage.

Summary of Water Shortage Rate Charges			
Stage	Water Use Restriction	Water Shortage Surcharge (*1)	Excess Water Use Charge (*2)
First Year of a Water Shortage			
Stage 1	10%	None	None
Stage 2	20%	15%	None
Stage 3	30%	33%	25%
Stage 4	40%	45%	50%
Stage 5	50%	60%	100%
Subsequent Year(s) of a Water Shortage			
Stage 1	10%	15%	None
Stage 2	20%	20%	25%

Stage 3	30%	40%	50%
Stage 4	40%	50%	100%
Stage 5	50%	75%	200%

Notes:

- (*1) The water shortage surcharge (identified hereafter) shall be added to all quantity rates identified in Section 14.08.090 as applicable, according to drought stage.
- (*2) In addition to the applicable water shortage surcharge, an excess water use charge shall be added to water rates identified in Section 14.08.090, according to drought stage.

SECTION 4. Section 14.08.100 of Chapter 14.08 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.08.100 Flat water rates.

The following service charges shall apply to flat rate consumers that the environmental utilities director determines are not cost effective to assign metered rates. The environmental utilities director shall conduct a water use study for consumers whom he or she determines may not be reasonably metered, and the director shall assign such consumers to an appropriate service rate level as set forth in this section. Water service rates for flat rate residential consumers shall be due and payable on a monthly basis according to the appropriate grouping set out in this section.

Effective July 1, 2017, and July 1, 2018, the flat rates on billings shall be as follows:

Nonmetered or Flat Service Charges	Inside City Service Area		
		Effective 7/1/2017	Effective 7/1/2018
Single-family lots under 4,900 square feet; each mobile home unit not within a park maintaining its own distribution system and service; each dwelling unit of duplexes, triplexes, fourplexes, unmetered apartments and other multiple living units; other detached living units; and offices and stores with less than peak use of 250 gallons per day		\$28.41	\$30.40
Single-family lots 4,901 to 8,900 square feet		\$37.13	\$39.73
Single-family lots 8,901 to 12,000 square feet		\$46.33	\$49.57
Single-family lots 12,001 to 15,000 square feet		\$55.05	\$58.91
Single-family lots existing before July 1, 1977, which are in excess of 15,000 square feet		\$54.36	\$58.16
For each 1,000 square feet or portion over 15,000 square feet		\$2.89	\$3.09
Mobile home parks, per living unit		\$26.32	\$28.16
All those single-family lots over 15,000 square feet, created on or after July 1, 1977, shall be metered pursuant to Section 14.08.105			

* Charges for water service delivered outside the City of Roseville water service area are set forth in Section 14.08.091.

SECTION 5. Section 14.16.200 of Chapter 14.16 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.16.200 Monthly unit sewer service charge established.

Except as otherwise provided in this chapter, a monthly unit sewer service charge shall be paid by each user connected to the city-owned public sewer. The monthly unit sewer service charge on billings shall be:

A. The monthly sewer charge shall be \$36.78 per sewer unit, effective on billings as of July 1, 2017, and \$38.99 per sewer unit, effective on billings as of July 1, 2018.

B. The monthly sewer service charges for those located outside of the city limits shall be 10 percent higher than the monthly sewer charges for those located inside city limits.

SECTION 6. Section 14.16.201 of Chapter 14.16 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.16.201 Sacramento Regional County Sanitation District monthly unit sewer service charge established.

Except as otherwise provided in this chapter, a monthly unit sewer service charge shall be paid by each user connected to the Sacramento Regional County District's sewer system and located within Roseville city limits. Effective July 1, 2017, the monthly sewer charge shall be \$36.78 per sewer unit. Effective July 1, 2018, the monthly sewer charge shall be \$38.99.

SECTION 7. Section 14.16.230 of Chapter 14.16 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.16.230 Determination of high-strength metered commercial or industrial monthly sewer units.

For purposes of this article, monthly sewer units for high-strength metered commercial or industrial users shall be determined as follows:

$$\begin{aligned} \text{Sewer units} &= (\text{monthly discharge volume} \\ &\text{c.f./1000}) \times (0.34 + (\text{BOD}/200) \\ &\times 0.33 + (\text{TSS}/200) \times 0.33) \end{aligned}$$

In addition, special treatment and/or handling costs may be added as determined by the environmental utilities director.

SECTION 8. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 9. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance

to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 8491

File #: 0300

Title: Second Reading - Municipal Code Amendment - Massage Services

Contact: Dee Dee Gunther 916-774-5015 ddgunther@roseville.ca.us

Meeting Date: 6/7/2017

Item #: 6.35.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 5836 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING CHAPTER 9.10 OF TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING MASSAGE SERVICES for second reading and adoption.

BACKGROUND

In recent years the State of California enacted laws that affected the ability of local governments to regulate massage services within their jurisdictions. In 2008, Senate Bill 731 was signed into law. It created the California Massage Therapy Council (CAMTC), a non-profit organization that established professional standards and provided a voluntary certification process for massage professionals. Massage professionals who chose to obtain CAMTC certification were entitled to provide massage services anywhere in the state, and were exempted from any local massage permit requirements. Local governments still had the ability under state law to require that non-CAMTC-certified massage providers obtain local permits. Roseville's current ordinance requires that individual non-CAMTC-certified massage providers obtain a permit from the police department.

The 2008 state law created unintended negative consequences, by hindering the ability of local governments to prevent illicit massage establishments from infiltrating their jurisdictions. Such illicit massage businesses, including some staffed by CAMTC-certified massage therapists, were being operated as a front for prostitution. If law enforcement officers found prostitution activity, their only recourse was to issue administrative or misdemeanor citations to the individual operator involved in the activity. These enforcement operations had virtually no impact on the businesses, and the businesses could quickly replace the cited massage worker and continue operating as before.

In 2015, AB 1147, a re-authorization of the original 2008 law, the Massage Therapy Act, went into effect. It returned some authority to local governments by allowing them to regulate the business of massage therapy within their jurisdictions, including land use, local permitting and the ability to impose health and safety requirements.

On September 16, 2015, staff presented a revision of the City's massage ordinance to City Council. That version would have required that all massage operators working in the City of Roseville obtain CAMTC certification. The proposed ordinance was opposed by some local massage business owners, mainly on the grounds that CAMTC certification is still voluntary under state law, and requires far more hours of professional training than the existing City ordinance required. Some also strongly voiced the opinion that the City's ordinance should be directed at preventing and closing illicit massage businesses that are being operated as fronts for prostitution, and not on placing more burdensome regulations on legitimate operators. Council considered the community's feedback and directed staff to revise the ordinance in a way that addressed those concerns.

The revised ordinance now before Council includes the following changes from both the existing ordinance and the one that was presented to Council, and rejected, last year:

- The proposed ordinance requires only massage business owners to obtain a permit from the City, whether the business exists in the form of an independent contractor, a sole provider, a corporation, or any other legal form of a business. Individual employees of massage businesses are no longer required to obtain permits.
- The revised ordinance doesn't require massage providers to hold CAMTC certification, since that professional certification is still voluntary at the state level. It requires that each massage provider working in the permitted business have a valid diploma or certificate from an approved school of massage that includes at least 125 hours of study. (Voluntary CAMTC certification requires 500 hours of study through an approved school.) The 125-hour training requirement is the same as in the existing City ordinance. The business owner is held responsible to ensure all employees meet this requirement.
- Sexually suggestive advertising of the business is prohibited.
- Penalties for violations of permit requirements may include warnings, administrative citations, or revocation or suspension of the permit and closure of the business. Grounds for revocation or suspension include repeated patterns of misconduct, criminal acts, or sexual activity while providing massage for compensation. Business owners whose permits have been revoked may not obtain a new permit for one year, and no other massage business can move into the location of the revoked permit for one year.

The following table compares major requirements of the existing ordinance with the one now before Council.

Roseville Municipal Code 9.10	Existing	Proposed
Massage business permit	N/A	Yes
Massage therapist permit	Yes	No
CAMTC registration required?	Yes	No
CAMTC certification required?	No	No
Proof of liability insurance	No	Yes
Required training hours	125	125
Fingerprinting and background check	Yes	Yes
City of Roseville business license	Yes	Yes
2-year permit term	Yes	Yes
Initial application fee	\$28	\$28
Renewal fee	\$25	\$25

Fingerprinting fees	Yes, vary	Yes, vary
Owner or manager presence required when business open	Yes	Yes
Business open to inspection	Yes	Yes
Massage provider dress code	Yes	Yes
Drug/alcohol use prohibited	Yes	Yes
Allowed hours of operation	6 a.m. to midnight	6 a.m. to 10 p.m.
Mobile massage services allowed?	No	Yes
Sexually suggestive ads allowed?	Not addressed	No
Revocation of business permit/closure of business authorized?	No	Yes

Fees and Costs to Affected Businesses

Staff proposes that fees for the business permits be \$28 for new applications and \$25 for renewal applications, the same as charged for the existing individual operator permits. This doesn't include fingerprinting fees for the applicant owner, which will vary depending on whether California only or both California and FBI clearance is required.

Owner-operators who already have a valid massage permit from the City will be asked to submit a new application within 60 days of enactment of the new ordinance, but will not be required to pay fees until the date their existing permit is due for renewal. They're also not required to be fingerprinted again if they already have fingerprints on file for their existing permit.

Under the new ordinance, businesses will be required to submit proof of liability insurance.

Businesses may incur costs if they don't currently have liability insurance and need to purchase it, or if they need to increase their existing coverage to meet the ordinance's requirements.

Public Outreach

On April 22, 2016, staff posted messages asking for anyone interested in the revamping of the massage ordinance to contact our investigations CSO to be added to an email list for meeting notices and updates. The notice was posted on the City's website, advertised on the police department's social media accounts, and advertised through the Chamber of Commerce. The email list currently has about 240 names. Staff held meetings to inform the massage community and any other interested community members about the proposed new business permit requirements, and to gather their feedback, on July 24 and July 27, 2016, and on February 15 and April 5, 2017. The meetings were announced to the previously mentioned email list of interested parties, and advertised on the City's website, the Chamber of Commerce's email network, and the City and Police Department's social media channels. At the most recent meeting, a draft of the proposed ordinance was distributed in advance and posted on the City's website so that interested parties could review it prior to the meeting and submit any questions. Some meetings were announced on the California Massage Therapist Council's website's news page. Feedback at the meetings was generally positive. Attendees asked for clarification on some points, and some fairly minor changes were made to the ordinance at their request.

FISCAL IMPACT

The ordinance will result in a minor loss of revenue to the City, as it now requires only the business and not each individual massage provider to obtain a permit. The proposed permit fees for

businesses are set at the same rate as the existing fees for individuals.

ECONOMIC DEVELOPMENT / JOBS CREATED

The ordinance may result in an increased number of massage service businesses and massage-related jobs in the City, since the proposed permit fees are among the lowest in the region.

However, the proposed ordinance gives the police department more effective tools to address problems related to illicit massage businesses.

ENVIRONMENTAL REVIEW

This proposed revision of the massage services ordinance is not a “project” as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently no CEQA action is required.

Respectfully Submitted,

Dee Dee Gunther, Police Department Public Information Officer

Daniel Hahn, Police Chief



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5836

ORDINANCE NO. 5836

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING CHAPTER
9.10 OF TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING MASSAGE
SERVICES

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Chapter 9.10 of Title 9 of the Roseville Municipal Code is hereby amended to read as follows:

Chapter 9.10 MASSAGE SERVICES

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9.10.010 Purpose and intent.

It is the purpose and intent of the City of Roseville to comply with California law while also protecting the health, safety and welfare of the inhabitants of the city through the enactment of standards of professional competence and operational requirements which promote the therapeutic use of massage therapy.

This Chapter is not intended to be exclusive and compliance with city regulations will not excuse noncompliance with any state or local laws or regulations that are uniformly applied to other professional or personal services businesses including, without limitation, all zoning applications; business license regulations; building, fire, electrical, and plumbing Codes; and health and safety laws and regulations applicable to professional or personal services businesses.

The California State Legislature implemented uniform statewide regulations pertaining to massage therapy and massage businesses (enacted by AB 1147 in 2014 and extended by AB 2194 in 2017 to January 1, 2021) now codified in Chapter 10.5 of Division 2 of the California Business and Professions Code (commencing at Section 4600 et seq.), hereinafter referred to as the “Massage Therapy Act”, which created a statewide system for issuing massage worker permits, thereby preempting local permitting systems and requirements. The statewide permitting system is administered by the California Massage Therapy Council (“CAMTC”).

The Massage Therapy Act allows local jurisdictions to enforce certain business licensing and to establish reasonable health and safety requirements for massage businesses, not in conflict

with the Massage Therapy Act. To enable the city to carry out the local regulation and review of massage businesses found in the Massage Therapy Act, the city must maintain massage business regulations in the Roseville Municipal Code.

The city wishes to promote the ethical practice of massage therapy as an important healing art and to prevent and discourage the misuse of massage therapy as a front for prostitution activities in violation of the law, including but not limited to subdivisions (a) and (b) of Section 647 of the California Penal Code, as may be amended.

The enhancement of the city's reasonable regulations on the operation of massage businesses and the conduct of all massage service providers will serve to reduce the risk of potentially injurious and illegal activity.

This Chapter establishes a local regulatory system for massage businesses to operate within the city.

9.10.020 Definitions.

The following words and phrases, whenever used in this Chapter, shall be construed as defined in this Section:

A. "Applicant" means any person that seeks a massage business permit as required by this Chapter.

B. "Approved school of massage" means any school or institution of learning which has for its purpose the teaching of the theory, method, profession, or work of massage therapists, which school requires a resident course of study of not less than 125 hours to be given before the student shall be furnished with a diploma or certificate of graduation from such school or institution of learning showing the successful completion of such course of study. Schools offering correspondence course(s) not requiring actual attendance of class shall not be deemed recognized schools. Schools not approved by the State of California under the provisions of Section 4601(a) of the California Business and Professions Code or an equivalent out of state school shall not be deemed recognized schools.

C. "California Massage Therapy Council (CAMTC)" means the California Massage Therapy Council created pursuant to Business and Professions Code Section 4602(a).

D. "Certificate" means the certificate, or conditional certificate, issued by the CAMTC to massage therapists, pursuant to Business and Professions Code Section 4601(h) and to massage practitioners pursuant to subdivision 4601(g), or 4604.1(a), 4604.2(c) that entitles the holder to practice massage. When used in this Chapter, "certification" means a person who has an active and valid CAMTC certificate.

E. "City" means the City of Roseville.

F. "Compensation" means the payment, loan, advance, donation, contribution, deposit, or gift of money or anything of value.

G. “Convicted” means having entered a plea, or receiving a verdict, of guilty. “Convicted” also includes having entered a plea of nolo contendere.

H. “Independent contractor” means a person who contracts to do work for another person according to his or her own processes and methods; the contractor is not subject to another's control except for what is specified in a mutually binding agreement for a specific job.

I. “Manager” means a person who supervises, inspects, directs, organizes, controls, or in any other way is responsible for or in charge of the conduct of the activities within a massage business.

J. “Massage” or “massage therapy” means the systematic and scientific manipulation and treatment involving the external manipulation or pressure of soft tissue for therapeutic purposes. Massage therapy includes any method of pressure on or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating, or stimulating of the external surfaces of the body with hands, apparatus or appliances, with or without such supplementary aids as rubbing alcohol, liniments, antiseptics, oils, powder, creams, lotions, ointment, or other similar preparations. Massage therapy scope of practice does not include diagnosis, prescribing of drugs or medicines, spinal or other joint manipulations, nor any service or procedure for which a license to practice medicine, chiropractic, physical therapy, acupuncture, or podiatry is required by law.

K. “Massage establishment” means a fixed place of business, premises, facility or membership club where any person gives, performs or administers massage for compensation.

L. “Massage professional” means any person who performs or administers to another person massage for compensation. Massage professionals shall include massage practitioners and massage therapists.

M. “Mobile massage services” means services in which a massage professional gives, performs or administers to another person a massage for compensation at a location other than a massage establishment permitted pursuant to this Chapter.

N. “Owner” means any and all owners of a massage business including any of the following persons:

1. A sole provider as defined in subsection R of this Section;
2. Any general partner of a general or limited partnership that owns a massage business;
3. Any person who has an ownership interest in a corporation that owns a massage business;
4. Any person who is a member of a limited liability company that owns a massage business;
5. A massage professional acting as an independent contractor as defined in subsection H of this Section;
6. All owners of any other type of business association that owns a massage business.

O. “Permit” means the massage business permit.

P. “Person” means any natural person, individual, group, firm, association, partnership, corporation, company, sole proprietorship, or any other legal entity.

Q. “Police chief” means the chief of police of the City of Roseville and his or her designee.

R. “Sole provider” means a massage business where the owner owns one hundred percent (100%) of the business, is the only person who provides massage services for compensation for that business, and has no other employees or independent contractors.

9.10.030 Requirements for massage businesses.

A. It is unlawful for any person to own, conduct, operate or maintain a massage business within the city without having a valid massage business permit issued pursuant to this Chapter. Massage business permits shall also be required of any permanent or semi-permanent seated massage or reflexology installation. Applicants who have an existing massage permit in good standing at the time of the enactment of this Chapter shall submit an application for a massage business permit within sixty (60) days of the enactment of this Chapter.

B. It is unlawful for any person to own, conduct, operate or maintain a massage business within the city unless all persons providing massage services for the massage business each hold a diploma or certificate of graduation from an approved school of massage, which school requires a resident course of study of not less than 125 hours to be given before the student shall be furnished with a diploma or certificate of graduation from such school showing the successful completion of such course of study.

9.10.040 Advertisements.

It is unlawful for any person to advertise massage services within the city without complying with the requirements provided for in this Chapter.

9.10.050 Massage business permit – Application.

A. An application for a massage business permit shall be made by the owner, as defined in Section 9.10.020. Such application shall designate the person or persons who will be the manager, if applicable, of the premises.

B. All applications for permits shall be filed with the police chief on such forms as he or she may prescribe, and shall contain such information as the police chief shall reasonably deem necessary for the proper processing of the application. The application for a permit does not authorize the operation of a massage business unless and until such permit has been granted.

C. Any application for a massage business permit shall contain the following information:

1. The full true name and any other names used by the applicant. If the applicant is:
 - a. An individual, the individual shall state his/her full legal name.
 - b. A partnership, the partnership shall state its complete name, address, and the names of all partners, whether the partnership is general or limited, and a copy of the partnership agreement, if any. In addition, the application must designate the person who will provide all information required by this Chapter.
 - c. A corporation, the corporation shall state its complete name, the date of its incorporation, evidence that the corporation is in good standing under the laws of California, the names and capacities of all officers and directors, and the name of the registered corporate agent and the address of the registered agent for service of process. In addition, the application must designate the person who will provide all information required by this Chapter.
2. The true, full and precise name under which the massage business is to be conducted, as well as any and all names under which the massage business is to be advertised.
3. The address where the massage business is to be located and all telephone numbers for the massage business.
4. The name and address of the owner of the real property upon or in which the proposed massage business is to be conducted and, if applicable, the lessor. In the event the applicant is not the legal owner of the property, the application must be accompanied by a copy of the lease.
5. The current residential address and telephone number of the owner, as well as the manager (if the manager is a different person) who will be principally in charge of the operation of the massage business, and the previous residential addresses and business addresses within the previous five (5) years, if any.
6. The applicant's height, weight, eye color, and hair color.
7. Written proof to the satisfaction of the city that the applicant is at least eighteen (18) years of age.
8. The applicant's business, occupation or employment history for the five (5) years immediately preceding the date of the application.
9. The massage or similar business license history of the applicant, including whether such person, previously operating in this city or another city, county or state under a license or permit, has had such license or permit revoked or suspended; and the reasons and dates for any such revocation or suspension.
10. All criminal convictions, except minor traffic violations.
11. Proof of diplomas or certificates of graduation from an approved school of massage of all proposed massage professionals and other employees or independent contractors who are or will be employed or retained in the massage business.
12. A clear, color photocopy of a valid, government issued identification card.
13. A complete set of fingerprints (LiveScan). The applicant shall be responsible for payment of any fingerprinting fees. Applicants in good standing as determined by the police chief are exempt from this requirement.
14. Authorization for the city, its agents, and employees to seek verification of the information contained in the application.
15. Such other identification and information as the police chief may reasonably require in order to discover the truth of the matters herein specified and as required to be set forth in the application.

16. A current and valid policy of insurance issued by an insurance company authorized to do business in the State of California evidencing that the applicant is insured under a liability insurance policy providing minimum coverage of \$1,000,000 for injury or death to any one person arising out of the operation of any massage business and the administration of a massage. Proof of insurance must be provided within 30 days of issuance of a massage business permit.

17. Proof of current City of Roseville business license for the massage business.

18. A statement in writing and dated by the person providing the information, that he or she certifies under penalty of perjury, that all information contained in the application is true and correct.

D. In the event that the police chief requires further information, or deems the application incomplete, the applicant shall be notified in writing of the required information within twenty (20) calendar days of submitting the application. Additional information shall be provided within fifteen (15) calendar days of the date of the request, after which time the application shall be deemed abandoned. Abandoned and incomplete applications shall be denied.

9.10.060 Term of massage business permits.

A permit for a massage business shall be issued for a term of two (2) years. It may be renewed by the police chief for additional two-year periods upon application by the permittee unless the permit is suspended or revoked in accordance with Section 9.10.140. An application for renewal shall be accompanied by a nonrefundable fee as established by resolution adopted by the City Council, as amended from time to time.

9.10.070 Massage business permit fee.

Every application for a massage business permit shall be accompanied by a nonrefundable fee as established by resolution adopted by the City Council, as amended from time to time. The application and fee required pursuant to this Section shall be in addition to any other license, permit or fee required by federal, state or local law. Applicants who have an existing massage permit in good standing at the time of the enactment of this Chapter are exempt from this fee requirement.

9.10.080 Massage business permit issuance – Investigation – Grounds for denial.

A. Upon receipt of a completed massage business permit application, the police chief shall conduct an investigation, including an inspection of the massage establishment, if applicable, to ascertain whether a permit should be issued as requested. The police chief shall, within forty-five (45) calendar days of receipt of the completed application, approve, condition or deny the permit.

B. The police chief may deny a permit provided for in this Chapter if he or she finds any of the following:

1. The applicant, any owner, or any person directly engaged, employed, or retained in the massage business, has:
 - a. Been convicted of a violation of any provision of law pursuant to which a person is required to register under the provisions of Penal Code Section 290, or conduct in violation of California Penal Code Sections 266h, 266i, 314, 315, 316, 318, subsections (b) or (d) of Penal Code Section 647, Penal Code Sections 653.22 or 653.23, as may be amended, or convicted of an attempt to commit or conspiracy to commit any of the above mentioned offenses, or any other crime involving dishonesty, fraud, deceit, or moral turpitude or when the prosecution accepted a plea of guilty or nolo contendere to a charge of a violation of California Penal Code Sections 415 or 602, as may be amended, or any lesser included or related offense, in satisfaction of, or as a substitute for, any of the previously listed crimes, or any crime committed while engaged in the ownership of a massage business or the practice of massage.
 - b. Been convicted of a violation of Health and Safety Code Section 11550 or any offense involving the illegal sale, distribution or possession of a controlled substance specified in Health and Safety Code Sections 11054, 11055, 11056, 11057 or 11058, as may be amended.
 - c. Been convicted of any offense in any other state or US territory, which is the equivalent of any of the abovementioned offenses.
 - d. Been subjected to a permanent injunction against the conduction or maintaining of a nuisance pursuant to Sections 11225 through 11235 of the California Penal Code, as may be amended, or any similar provisions of law in a jurisdiction outside the State of California.
 - e. Committed an act in another jurisdiction which, if committed in this state, would have been a violation of law and which, if done by a permittee under this Chapter, would be grounds for denial, suspension or revocation of the permit.
 - f. Committed any act, which, if done by a permittee, would be grounds for suspension or revocation of a permit.
 - g. Had a massage business permit or massage therapist/practitioner permit or other similar license or permit denied, suspended or revoked for cause by the city, any state, local agency or other licensing authority, or has had to surrender a permit or license as a result of pending criminal charges or in lieu of said permit or license being suspended or revoked.
2. The applicant has knowingly made any false, misleading or fraudulent statement of material fact in the application or in any documentation required to be filed in conjunction with said application.

3. The application does not contain all the information required by Section 9.10.050 and applicant fails to complete the application after having been notified of any additional information or documents required.
4. The applicant is not at least eighteen (18) years of age.
5. The massage establishment, as proposed, does not comply with all applicable laws, including, but not limited to, health, zoning, fire, building, and safety requirements and standards imposed by the laws of the state and the ordinances of the city, including this Chapter.
6. The applicant failed to obtain all the necessary approvals from the necessary city departments or other governmental agencies, including but not limited to, the city's development services department.
7. The applicant has refused to or cannot meet the requirements established by this Code.
8. The required fees(s) have not been paid and/or any other requirements of this Chapter have not been satisfied within the time specified.
9. The massage establishment is proposed in the same location in which a massage establishment has previously been closed due to criminal activity within one (1) year prior to the date of the application.

C. Notwithstanding subsection B, the applicant shall not be denied a permit solely on the basis that he or she has been convicted of a felony if he or she has obtained a certificate of rehabilitation under Section 4852.01 of the California Penal Code, as may be amended, or on the basis that he or she has been convicted of a misdemeanor.

D. If the police chief, upon completion of the investigation, determines the applicant does not fulfill the requirements set forth in this Chapter, the police chief shall deny the application by dated written notice to the applicant. The applicant shall have the right of appeal as set forth in Section 9.10.090.

E. Upon issuance of any permit, the police chief may limit the permit by any condition reasonably necessary to preserve the intent and purpose of this Chapter.

9.10.090 Appeal from police chief determination – Permit conditions and denials.

The police chief shall cause a written notice of his or her decision to issue, condition or deny a permit to be mailed to the applicant by certified U.S. mail, postage prepaid, return receipt requested. An applicant aggrieved by the police chief's decision to condition or deny a permit may appeal such decision to the City Council by filing a written notice with the city clerk within fourteen (14) calendar days of the applicant's receipt of the police chief's written notice of decision. If an appeal is not filed within such time, the police chief's decision shall be final.

9.10.100 Hearing – Scheduling.

Upon appeal to the City Council, the permit application shall be scheduled by the city clerk for a public hearing within forty-five (45) calendar days, or as soon thereafter as is practicable.

9.10.110 Hearing – Notice.

- A. The hearing shall be noticed in accordance with the Ralph M. Brown Act.
- B. Notice of hearing shall be given by the posting of notice on the premises where the activity is to be conducted for a period of not less than five (5) calendar days prior to the date of the hearing. In addition, a copy of the notice of hearing shall be mailed to the applicant at least five (5) calendar days in advance of the hearing.
- C. The City Clerk may give such additional notice of hearing as it deems appropriate in a particular case.

9.10.120 City Council action.

Following a public hearing, the City Council may grant the permit subject to such conditions as it deems reasonable under the circumstances, or it may deny the issuance of the permit if it finds any of the grounds specified in Section 9.10.080(B). The decision of the City Council shall be final.

9.10.130 Suspension and revocation – Notice.

Any permit issued under the terms of this Chapter may be suspended or revoked by the police chief in writing upon determining that any of the grounds specified in Section 9.10.140 exist. No permit shall be revoked or suspended by virtue of this Section until a hearing has been held by the police chief. Written notice of the time and place of such hearing shall be served upon the person to whom the permit was granted at least five (5) calendar days prior to the date set for such hearing. Such notice shall contain a brief statement of the grounds to be relied upon for revoking or suspending such permit. Service of notice may be either by personal delivery to the person to be notified, or by depositing it in the U.S. mail in a sealed envelope, postage prepaid, addressed to the person to be notified at his or her address as it appears in his or her application for a permit. The hearing must be held within 10 calendar days of the date of service of notice.

9.10.140 Grounds for suspension and revocation of an active permit.

Any permit issued under the terms of this Chapter may be suspended or revoked if any permittee, his or her agent, employee, or independent contractor:

- A. Has demonstrated a pattern of violating or failing to comply with the terms and conditions of the permit.
- B. Does any act which violates any of the grounds for denial of the permit.
- C. Has demonstrated a pattern of violating any other provision of this Chapter or any federal, state or local law or regulation relating to his or her permitted activity.
- D. Has demonstrated a pattern of engaging in or permitting misconduct substantially related to the qualifications, functions or duties of the permittee.
- E. Conducts the massage business in a manner contrary to the peace, health, or safety of the public.
- F. Has knowingly made any false, misleading or fraudulent statement of material fact in the application or in any documentation required to be filed in conjunction with said application.
- G. Has been convicted of any of the crimes identified in Sections 9.10.080(B)(1)(a), (B)(1)(b) or (B)(1)(c).
- H. Engages in unprofessional conduct, including, but not limited to, the following:
 - 1. Engaging in sexually suggestive advertising related to massage services.
 - 2. Engaging in any form of sexual activity on the premises of a massage establishment where massage is provided for compensation.
 - 3. Engaging in sexual activity while providing massage services for compensation.
 - 4. Practicing massage on a suspended or revoked permit.
 - 5. Practicing massage without a permit.
 - 6. Providing massage of the genitals or anal region.
 - 7. Providing massage of the female breasts without the written consent of the person receiving the massage and a referral from a licensed California health provider.
 - 8. Dressing while engaged in the practice of massage for compensation, or while visible to clients in a massage establishment, in any of the following:
 - a. Attire that is transparent, see-through, or substantially exposes the massage professional's undergarments.

- b. Swim attire, if not providing a water based massage modality approved by the CAMTC.
- c. A manner that exposes the massage professional's breasts, buttocks, or genitals.
- d. A manner that constitutes a violation of Section 314 of the California Penal Code, as may be amended.
- e. A manner that is otherwise deemed by the CAMTC to constitute unprofessional attire based on the custom and practice of the profession in California.

9.10.150 Appeal from police chief determination – Permit renewals, suspensions and revocations.

Any permittee aggrieved by the decision of the police chief in refusing to renew, suspending or revoking a permit may, within fourteen (14) calendar days from the issuance of the police chief's written decision, appeal to the City Council by filing a written notice with the city clerk. During the pendency of the appeal to the City Council, the permit shall remain in effect. If such appeal is not filed within fourteen (14) calendar days, the decision of the police chief shall be final. If an appeal is filed in a timely manner, the City Council shall, after notice as provided in Section 9.10.110, hold a hearing on the appeal, and deny the renewal for any of the grounds specified in Section 9.10.080 or suspend or revoke the permit for any of the grounds specified in Section 9.10.140. The City Council's decision shall be final.

9.10.160 New permit application after denial, revocation or suspension.

If a massage business permit is suspended or revoked pursuant to this Chapter, no permit shall be granted to the former permittee to conduct or carry on a massage business within one (1) year after such suspension or revocation. Furthermore, when an application for a permit is denied for cause, no new application for a permit from the same person shall be accepted within one (1) year after denial unless the applicant can show a material change in his or her situation that would justify the issuance of such permit.

9.10.170 Minors.

It is unlawful for any person to employ or retain anyone under the age of eighteen (18) years as a massage professional. It is unlawful for any person under the age of eighteen (18) to perform services as a massage professional.

9.10.180 Health requirements.

A. It shall be the responsibility of a massage professional to refrain from providing massage services, if the massage professional has reason to believe that he or she has any communicable or contagious disease, any open wound of any nature, or any other condition which may be hazardous to the health of a client. Any massage professional having reason to believe that he or she may have any such disease or condition shall promptly notify his or her employer, or, if the massage professional is an independent contractor, to notify the person with whom he or she has been retained, and it shall thereafter be unlawful for the employer or owner to utilize the services of the massage professional unless the disease or condition is no longer present.

B. Whenever the manager has reason to suspect that a massage professional has a communicable or contagious disease, he or she shall require the suspected individual to have an examination by a licensed physician. If the massage professional is found to have a disease or condition which may be hazardous to the health of a client, his or her employment or services rendered under contract shall be discontinued until reinstatement as a massage professional is approved in writing by a licensed physician certifying that the massage professional is free from communicable or contagious diseases.

9.10.190 Operating requirements for massage businesses – General conditions.

A. It is unlawful and a public nuisance to own, conduct, control, or operate a massage establishment unless the owner or manager designated in the application for the massage establishment is present within such massage establishment at all times.

B. An owner and/or manager shall be responsible for the conduct of all massage professionals while they are on the massage establishment premises. Any act or omission of any massage professional, whether an employee or an independent contractor, constituting a violation of the provisions of this Chapter shall be deemed an act or omission of the owner or manager for the purposes of determining whether the massage business permit shall be revoked, suspended, conditioned, denied, or renewed.

C. No massage professional shall provide massage of the genitals or anal region of any client or the breasts of any female client without the written consent of the female client and a referral from a licensed California health care provider, nor shall any owner or manager of a massage business allow or permit such massage to the above specified areas. A massage shall not be given and no client shall be in the presence of a massage professional, independent contractor, owner, manager, or other employee of a massage business unless the client's genitals and the female client's breasts are fully covered by a non-transparent covering.

D. The hours of operation of the massage establishment must be posted in the front window, or on the door if there is no front window, and clearly visible from outside the establishment.

E. The owner or manager shall immediately provide to the police chief upon request the names and valid photo identification of all employees and independent contractors, the date of hire or termination, and proof of a diploma or certificate of graduation as provided in Section 9.10.050(C)(12).

F. All owners, managers, massage professionals, other employees and independent contractors of the massage business shall be fully clothed at all times while furnishing massage

services. No such individual shall dress while engaged in the practice of massage for compensation in any of the following:

1. Attire that is transparent, see-through, or substantially exposes the individual's undergarments.
2. Swim attire, if not providing a water-based modality approved by the CAMTC.
3. A manner that exposes the individual's breasts, buttocks, or genitals.
4. A manner that constitutes a violation of Section 314 of the Penal Code, as may be amended.
5. A manner that is otherwise deemed by the CAMTC to constitute unprofessional attire based on the custom and practice of the profession in California.

G. No massage business shall operate as a school of massage, or use the same facilities as that of a school of massage.

H. The massage establishment shall be open to inspection by the police chief, the fire chief, the building official, or their authorized representatives during normal business hours of the massage establishment.

9.10.200 Operating requirements for massage businesses – Facilities.

All owners and managers shall comply with the following operating requirements for massage businesses as well as any other conditions specified by the police chief:

A. Structure. Massage businesses shall be carried on in a permanent building. The owner shall obtain all required building permits per the California Building Code ("CBC").

B. Signs. Any signs shall be in conformance with the current sign ordinances of the city. Each owner and/or manager shall post and maintain, adjacent to the main entrance and the front of the business, a readable informational sign identifying the premises as a massage establishment.

C. Services list. Each owner and/or manager shall post and maintain a list of services available and the cost of such services in the lobby of the massage establishment in a conspicuous public place. The services shall be described in English. No owner or manager shall permit, and no person employed or retained by the massage business shall offer to perform, any services or charge any fees other than those posted.

D. Lighting. The interior of the massage establishment shall maintain adequate illumination to make the conduct of employees, independent contractors, and clients within the premises readily discernible. No strobe or flashing lights shall be used.

E. Ventilation. In each massage room, the owner and/or manager shall provide minimum ventilation in accordance with the applicable building and fire Codes.

F. Toilet facilities. A minimum of one (1) toilet and one (1) separate wash basin shall be provided for clients in each massage establishment. The wash basin shall provide soap and hot and cold running water at all times and shall be located within close proximity to the massage rooms. A permanently installed soap dispenser, filled with soap, and a single service towel dispenser or hand dryer shall be provided at the restroom wash basin. Bar soaps shall not be used. A trash receptacle shall be provided in each toilet room.

G. **Massage rooms.** The room where massage is administered for each client shall have doors that remain unlocked at all times any client is in the room. A separate dressing area and clothing storage area is required where the massage is performed in a place other than where the client changes his or her clothing. Doors to such dressing rooms shall be self-closing.

H. **Maintenance.** Wet and dry heat rooms, shower rooms and bath and toilet rooms shall be thoroughly cleaned and disinfected as needed, but at least once each day the premises are open. All facilities for the massage establishment must be in good repair and shall be thoroughly cleaned and sanitized at least on a daily basis when the massage establishment is in operation.

I. **Massage tables.** A massage table shall be provided in each massage room and all massages shall be performed on the massage table, with the exception of “Thai,” “Shiatsu,” and similar modalities of massage therapy, which may be performed on a padded mat on the floor. No more than one (1) client may occupy a massage table at the same time. Beds and floor mattresses shall not be permitted on the premises.

J. **Front door.** One (1) front door that enters into the lobby and/or other waiting room shall be provided for client use. All clients and any persons other than employees or independent contractors shall be required to enter and exit through the front door of the massage establishment.

9.10.210 Operating requirements for massage businesses – Operations.

All owners and managers shall comply with the following operating requirements for massage businesses as well as any other conditions specified by the police chief:

A. **Sanitation.** Each owner and/or manager shall provide and maintain on the premises adequate equipment and supplies for disinfecting and sterilizing instruments used in providing massages. Every portion of a massage establishment, including appliances and apparatus, shall be kept clean and in a sanitary condition. Appliances, apparatus, and equipment shall be disinfected after each use.

B. **Linen.** Shared use of towels or linen shall not be permitted. Towels and linen shall be laundered or changed promptly after each use and stored in a sanitary manner.

C. **Living quarters prohibited.** No person or persons shall be allowed to reside, dwell, occupy or live inside a massage establishment at any time. A kitchen, if any, shall be for the sole use of employees and independent contractors, and shall be installed in an “employees only” area.

D. **Persons consuming alcohol or drugs.** No person shall enter, be, or remain in any part of a massage establishment while under the influence of an alcoholic beverage or drug unless it is a drug prescribed for that individual. The owner or manager shall not permit any person under the influence of an alcoholic beverage or non-prescribed drug to enter or remain on such premises. Furthermore, no person shall administer or receive a massage while consuming or using an alcoholic beverage or drug unless it is a drug prescribed for that individual.

E. **Recordings.** No building or part thereof where massage or massage services are being conducted shall be equipped with any electronic, mechanical or artificial device used, or capable of being used, for recording or videotaping or monitoring the activities, conversation or other sounds in the treatment room or room used by clients. In the event a portable recording device is located within a treatment room, the camera and/or microphone area of the device shall be covered so as to render those capabilities inoperable.

F. Warning devices. The presence of any device which can be utilized as an early warning system, to alert the employees or independent contractors of a massage business to the presence of law enforcement officers or city authorities is prohibited in any massage establishment. Said devices may include, but are not limited to, light or music dimmers, electronic detection devices, external or internal video equipment and alarm systems other than those used for fire alarms. Standard alert chimes to notify staff that a client has entered are permitted.

G. Coverings. Each massage establishment shall provide to all clients clean, sanitary, and opaque coverings of a minimum size of thirty (30) inches by sixty (60) inches, capable of covering the clients' specified anatomical areas, including but not limited to the genital area, buttocks, and female breasts. No shared use of such covering shall be permitted, and re-use is specifically prohibited unless adequately cleaned prior to its re-use.

H. Records. Every owner and/or manager shall keep a record of the dates and hours of each treatment or service, the name and address of the client as confirmed by valid identification, the name of the massage professional administering such service and a description of the treatment or services rendered. These records shall be prepared prior to administering any massage or treatment and shall be retained for a period of two (2) years after such treatment or service.

I. Hours of operation. No massage establishment shall be open for business except during the hours of 6:00 a.m. to 10:00 p.m. on any day.

J. Doors. All exterior doors (except a rear entrance for staff only) and interior doors must remain unlocked during business hours, unless there is no massage business staff available to assure the security of clients and massage professionals who are behind closed doors. This subsection shall not apply to sole providers as defined in Section 9.10.020(T) of this Chapter.

K. Dress code for clients and visitors. Except for a client who is inside a massage room for the purpose of receiving a massage, no clients or visitors shall be permitted in or on the massage establishment premises at any time who are not fully clothed in outer garments of nontransparent material, or who display or expose themselves in underclothing, sheer clothing, or similar intimate apparel that exposes the breasts, buttocks, or genital area.

L. Advertising.

1. Any advertising matter published or distributed shall include in legible print the massage business permit number.

2. No massage business shall place, publish or distribute or cause to be placed, published or distributed any advertising matter that:

- a. Depicts any portion of the human body that would reasonably suggest to prospective clients that any service is available other than legitimate massage services; or
- b. Depicts individuals in suggestive poses that would reasonably suggest to prospective clients that any service is available other than legitimate massage services; or
- c. Employs language in the text of any advertising that would reasonably suggest to prospective clients that any service is available other than legitimate massage services.

9.10.220 Operating requirements for mobile massage services.

A. All equipment and apparatus shall be kept in a clean and sanitary condition and shall be disinfected after each use.

B. No massage professional performing mobile massage services shall dress while engaged in the practice of massage for compensation in any of the following:

1. Attire that is transparent, see-through, or substantially exposes the individual's undergarments.
2. Swim attire, if not providing a water-based modality approved by the CAMTC.
3. A manner that exposes the individual's breasts, buttocks, or genitals.
4. A manner that constitutes a violation of Section 314 of the Penal Code.
5. A manner that is otherwise deemed by the CAMTC to constitute unprofessional attire based on the custom and practice of the profession in California.

C. Each massage professional performing mobile massage services shall have in his or her possession proof of an active and valid massage permit while administering massage.

D. Mobile massage services must be performed in accordance with all other conditions as set forth in this Chapter, and shall not include any services prohibited from being offered at a massage establishment under this Chapter.

E. No mobile massage services shall be conducted except during the hours of 6:00 a.m. to 10:00 p.m. on any day.

F. No massage professional performing mobile massage services shall provide massage of the genitals or anal region of any client. No massage professional performing mobile massage services shall provide massage to the breasts of any female client without the written consent of the female client and a referral from a licensed California health care provider. A massage shall not be given and no client shall be in the presence of a massage professional performing mobile massage services unless the client's genitals and the female client's breasts are fully covered by a non-transparent covering.

G. A list of services shall be available for review of the client or authorized representative of the police chief upon request and shall be described in English. No massage professional shall offer to perform mobile massage services other than those listed.

H. No person shall administer or receive a mobile massage while under the influence of an alcoholic beverage or drug unless it is a drug prescribed for that individual.

9.10.230 Display of permit

A. Every massage business permit issued pursuant to this Chapter shall be conspicuously displayed so that it may be easily seen by any client or other person on the massage establishment premises.

9.10.240 Permit – Non-transferable, change of address or contact information.

Any massage business permit issued pursuant to this Chapter is valid only at the address, if applicable, and for the person specified therein and cannot be sold, transferred or assigned to any other person. Change of the massage business address requires the owner or manager to notify the police chief in writing ten (10) calendar days prior to the massage business moving to a new location and requires an inspection of the massage establishment prior to the massage business accepting clients for massage therapy. Failure to notify the police chief of the change of address shall render any permit void and any operation of a massage business unlawful.

9.10.250 Exemptions.

The following persons and businesses shall be exempt from the requirements of this Chapter.

A. Persons holding an active and valid certificate to practice the healing arts under the laws of the State of California and their employees and independent contractors, including, but not limited to, holders of medical degrees such as physicians, surgeons, chiropractors, osteopaths, naturopaths, podiatrists, acupuncturists, physical therapists, registered nurses, and licensed vocational nurses, when practicing the healing arts within the scope of an applicable license.

B. State-licensed hospitals, nursing homes, sanitariums, physiotherapy businesses, or other state-licensed physical or mental health facilities and their employees or independent contractors.

C. Approved schools of massage and their students in training, provided such students provide massage therapy only under the direct personal supervision of an instructor.

D. Barbers and cosmetologists who are licensed under the laws of the State of California, while providing massage therapy within the scope of their licenses, provided that such massage therapy is limited solely to the neck, face, scalp, feet, and lower limbs up to the knees, and hands and arms, of their clients.

E. Persons who, acting within the scope of their employment, provide massage therapy to semi-professional or professional athletes or athletic teams, facilities or events, so long as such persons do not practice massage therapy as their primary occupation within city limits.

9.10.260 Criminal penalties.

It is unlawful and a public nuisance to intentionally violate any of the provisions of this Chapter. Violation of this Chapter may be charged as either an infraction or a misdemeanor in the discretion of the city attorney.

9.10.270 Civil injunction.

The violation of any provision of this Chapter shall be and is hereby declared to be contrary to the public interest and shall, at the discretion of city, create a cause of action for injunctive relief.

9.10.280 Administrative remedies.

In addition to the civil remedies and criminal penalties set forth above, any person that violates the provisions of this Chapter may be subject to administrative remedies, as set forth by city ordinance.

9.10.290 Cumulative remedies, procedures and penalties.

Unless otherwise expressly provided, the remedies, procedures and penalties provided by this Chapter are cumulative to each other and to any others available under state law or other city ordinances.

9.10.300 Separate offense for each day.

Any person that violates any provision of this Chapter shall be guilty of a separate offense for each and every day during any portion of which any such person commits, continues, permits, or causes a violation thereof, and shall be punished accordingly.

9.10.310 Severability.

The provisions of this Chapter are hereby declared to be severable. If any provision, clause, word, sentence, or paragraph of this Chapter or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Chapter.

SECTION 2. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 3. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 8522

File #: 0709-02-01

Title: Housing Authority Status Report - Housing Choice Voucher Program Activity

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

Meeting Date: 6/7/2017

Item #: 6.36.

RECOMMENDATION TO COUNCIL

The City Council, acting as the Roseville Housing Authority, is not required to take any action on this item. This report is for informational purposes only.

BACKGROUND

As part of the recent public input process for the Roseville Housing Authority (RHA)'s Annual Plan, the RHA Resident Advisory Board (RAB) met to provide program feedback. The RAB is comprised of current resident participants of the program. After providing feedback on the Annual Plan, RAB members expressed how the Housing Choice Voucher (HCV) Program and specifically Roseville Housing Authority staff have helped them greatly in obtaining and maintaining safe, stable, housing, which has ultimately changed their lives. Each RAB member provided grateful comments specific to his/her program caseworker and the program overall. Similar sentiments were expressed at the City Council meeting to review and adopt the Annual Plan. The Plan was subsequently submitted and approved by the Federal Department of Housing and Urban Development (HUD).

Pursuant to the bylaws of the Roseville Housing Authority, the Authority is required to hold its quarterly meeting the first Wednesday of March, June, September, and December, or as soon as possible thereafter. Staff has prepared the following Status Report regarding the lease-up activity for the Housing Choice Voucher (HCV) Program. The HCV Program provides income-qualified households in Roseville and Rocklin with rental assistance at any rental unit in city limits that meets program housing quality standards and has a willing landlord. This rental assistance ensures that the household is able to afford rent and to live in safe, decent housing.

The Roseville Housing Authority (RHA) is authorized to provide 663 households with HCV (Housing Choice Voucher) rental assistance. This total includes 75 vouchers allocated to the RHA specifically for families on our waiting list with a head-of-household, or spouse, that are non-elderly and disabled (NED vouchers), and 26 Veterans' Affairs Supportive Housing (VASH) vouchers used with veteran households that come by referral from the Veterans' Affairs (VA) Department. As of April 30, 2017, 75 of the NED vouchers were leased and 0 vouchers were issued and not yet leased and 15 of the VASH vouchers were leased and 6 vouchers were issued and not yet

leased. The HCV Program is federally-funded through the US Department of Housing and Urban Development (HUD).

The term “lease-up” refers to the number of families receiving rental assistance from the Roseville Housing Authority; lease-up is tracked on a calendar-year basis. The lease-up rate can fluctuate on a monthly basis in order to maintain up to an annual average of 100% of the allocated vouchers. To be in compliance with HUD’s regulations, the lease-up rate for a calendar year cannot exceed 100% of its allocation of vouchers (per voucher type) or 100% of its annual budget authority, plus available reserves. As of April 30, 2017, the lease-up rate for the regular vouchers was 98.9%; the rate for NED vouchers was 96.0%, and the rate for VASH vouchers was 52.0%.

The Roseville Housing Authority works with the VA to obtain referrals for the available VASH vouchers. Given that these are still fairly new vouchers, with 8 VASH vouchers added to the RHA’s authorization as recently as June 2016, it has been challenging to identify available housing units for VASH households within the low-vacancy local rental market, particularly amongst smaller units often needed by these households. Staff has been working and continues to work on outreach to local landlords in hopes of boosting the lease up rate in the VASH Program and is converting a number of VASH vouchers to project-based vouchers, where they will be attached to an apartment without the delay of locating a unit. In addition to Housing Authority staff’s efforts to reach out to landlords to increase voucher use, the two Housing Coordinators currently funded through Placer County have been assisting clients in identifying housing options, applying for housing, and ultimately securing housing. This additional assistance has been useful to many residents looking for housing in the area. Through these additional efforts, use of VASH vouchers continues to increase and is anticipated to be fully leased by the end of the calendar year.

The Roseville Housing Authority is authorized to provide rental assistance to very-low income families in both Roseville and Rocklin. There are 120 of Roseville Housing Authority Housing Choice Vouchers leased-up in the City of Rocklin.

The Roseville Housing Authority also administers the Family Self-Sufficiency (FSS) Program which is a component of the HCV Program. The FSS Program provides assistance to families who are working to become free of all public assistance. The Roseville Housing Authority has 26 families enrolled in this program.

This table provides a monthly summary of the RHA’s voucher programs, with an overview of calendar year 2017:

	HUD Regular Voucher Allocation (562)	Actual Lease-up of Regular Vouchers	HUD Non- Elderly Disabled Voucher Allocation (75)	Actual Lease-up of Non-Elderly Disabled Vouchers	HUD Allocation of VASH Vouchers (26)	Actual Lease-up of VASH Vouchers
Jan 2017	562	563	75	72	26	13
Feb 2017	562	561	75	71	26	13
Mar 2017	562	555	75	70	26	13
April 2017	562	544	75	75	26	15
YTD Total	2,248	2,223	300	288	104	54
YTD % Leased	98.9%		96.0%		52.0%	

FISCAL IMPACT

The Housing Authority provides an important social service to ensure safe and affordable housing for our residents. Safe and affordable housing is an essential component to the foundation of our community's economic stability. Provision of rental assistance through this program also infuses \$4.1 million into the local economy.

This Housing Authority status report does not create any additional cost to the City's General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Estimates of total employment created can be based on expenditure data, consistent with guidance from the Council of Economic Advisers (CEA), a three-member council that analyzes and interprets economic developments, and advises the President of the United States on national economic policy.

Total employment not only includes direct and indirect jobs, but also induced jobs. CEA estimates that total employment is increased by one job-year for every \$92,000 in direct government spending.

Based on the federal guideline of one job for every \$92,000 in direct governmental spending, the Roseville Housing Authority's annual budget for rental assistance (over \$4,000,000) will result in approximately 43 jobs created each year.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The Housing Choice Voucher (HCV) Program Quarterly Status Report does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Suzanne Acrell, Housing Analyst

Chris Robles, Economic Development Director



Rob Jensen, City Manager



COUNCIL COMMUNICATION

CC #: 8490
File #: 0400-07

Title: Westpark Village W-24 Phase 2 - Final Map
Contact: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 6/7/2017
Item #: 6.37.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council approve the final map on file with the City Clerk.

BACKGROUND

The Development Services - Engineering section has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met.

The improvements for the Westpark Village W-24 Phase 2 are being constructed with the Westpark Village W-24 Phase 1 subdivision, which were secured earlier by a Subdivision Agreement.

This map will be creating 54 residential lots.

FISCAL IMPACT

No fiscal impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

This project is consistent with the West Roseville Specific Plan EIR (SCH# 2002082057) certified by the City of Roseville on February 4, 2004, and a Final Subsequent EIR certified on April 16, 2014.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Final Map

FINAL MAP OF
WESTPARK VILLAGE W-24 - PHASE 2

SUBDIVISION NO. PL15-0142

BEING A SUBDIVISION OF LOTS K, L, M, N, O, P Q & R

WESTPARK VILLAGE W-24 - PHASE 1

DD MAPS 56, PLACER COUNTY RECORDS, BEING A

PORTION OF SECTION 25, T.11N., R.5E., M.D.M.

CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA

MAY, 2017

MORTON & PITALO, INC.

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "WESTPARK VILLAGE W-24 - PHASE 2" AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP.

LENNAR HOMES OF CALIFORNIA, INC., A CALIFORNIA CORPORATION

PRINT NAME _____
TITLE _____

PRINT NAME _____
TITLE _____

NOTARY'S STATEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA
COUNTY OF _____

ON _____, BEFORE ME, _____,
PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY

MY COMMISSION NO. _____

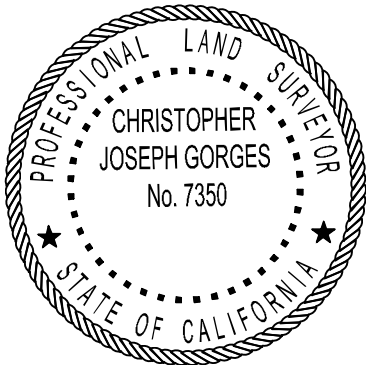
MY COMMISSION EXPIRES _____

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "WESTPARK VILLAGE W-24 - PHASE 2" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDNANCES AT THE REQUEST OF LENNAR HOMES OF CALIFORNIA, INC., IN MARCH, 2013. I HEREBY STATE THAT THIS FINAL MAP OF "WESTPARK VILLAGE W-24 - PHASE 2" SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, AND THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2017 AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

CHRISTOPHER J. GORGES, P.L.S. 7350

DATE _____



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "WESTPARK VILLAGE W-24 - PHASE 2" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATED _____
MARC STOUT
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. NO. 69879, EXPIRATION DATE: 9/30/2018

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "WESTPARK VILLAGE W-24 - PHASE 2" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATED _____
TIMOTHY G. BLAIR, P.L.S. 8278
EXPIRATION DATE: 12/31/2017



CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "WESTPARK VILLAGE W-24 - PHASE 2".

CITY CLERK, CITY OF ROSEVILLE

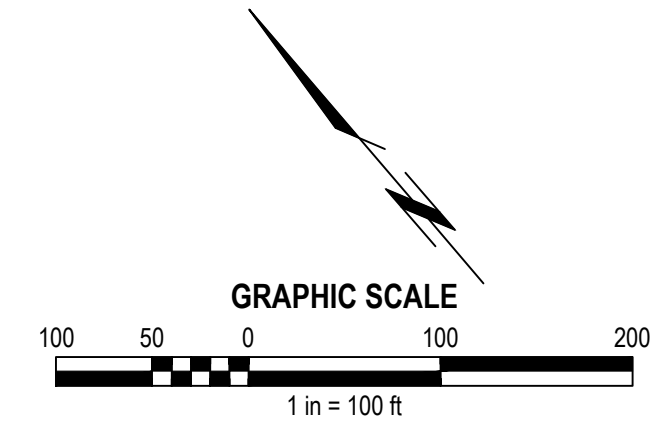
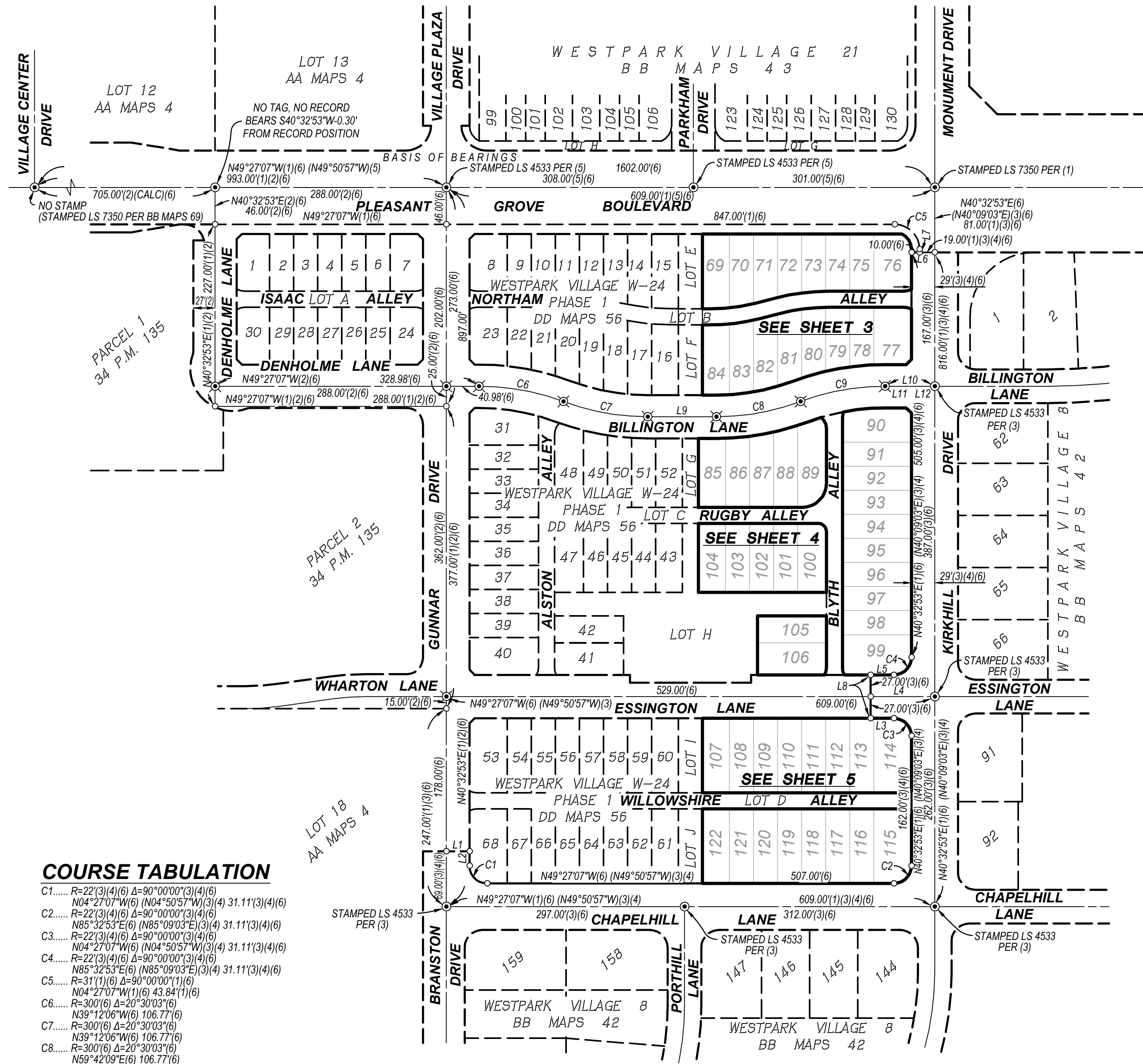
DATED _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2017, AT _____ M.
IN BOOK _____ OF MAPS, AT PAGE _____ AT THE REQUEST OF MORTON & PITALO, INC.

DOCUMENT NO. 2017- _____ JIM McCAULEY
PLACER COUNTY RECORDER

FEE: _____ BY: _____
DEPUTY



NOTES

1. TOTAL AREA OF THIS SUBDIVISION IS 3.515 ACRES, CREATING 54 RESIDENTIAL LOTS.
2. A DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR THIS SUBDIVISION HAS BEEN RECORDED AS DOCUMENT NO. 2016-0049906. SAID DOCUMENT PROVIDES FOR PRIVATE YARD EASEMENT AREAS AND PROVISIONS FOR LOT DRAINAGE.
3. A PRELIMINARY SOILS REPORT WAS PREPARED BY WALLACE - KUHLMAN & ASSOCIATES, INC., FILE NO. 9805.04 DATED AUGUST 5, 2015. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF ROSEVILLE DEVELOPMENT SERVICES DEPARTMENT - ENGINEERING.
4. FRONT LOT CORNERS FOR LOTS ABUTTING BILLINGTON LANE, BRANSTON DRIVE, CHAPELHILL LANE, ESSINGTON LANE, KIRKILL DRIVE, AND PLEASANT GROVE BOULEVARD AND REAR LOT CORNERS WILL BE MARKED BY A 3/4-INCH BRASS DISK AT 1.00' PROJECTION OF THE LOT LINE INTO THE SIDEWALK UNLESS NOTED OTHERWISE. ALL OTHER LOT CORNERS SHALL BE MARKED AS SHOWN HEREON.

LEGEND

-DIMENSION POINT, NOTHING FOUND OR SET
- ◉FOUND COPPERWELD SURVEY MONUMENT IN MONUMENT WELL AS NOTED
- ⊗FOUND COPPERWELD SURVEY MONUMENT IN MONUMENT WELL STAMPED "L.S. 7350" PER DD MAPS 56
- ⊗FOUND 3/4" IRON PIPE WITH PLASTIC CAP STAMPED "L.S. 7350" PER DD MAPS 56
- ⊗SET 3/4" IRON PIPE WITH PLASTIC CAP STAMPED "L.S. 7350"

P.E.PEDESTRIAN EASEMENT

P.U.E.....PUBLIC UTILITY EASEMENT

R.O.W.....RIGHT OF WAY

- (1).....RECORD PER AA MAPS 4
(2).....RECORD PER 34 PM 135
(3).....RECORD PER BB MAPS 42
(4).....RECORD PER DOCUMENT NO. 2006-0073772
(5).....RECORD PER BB MAPS 43
(6).....RECORD PER DD MAPS 56

BASIS OF BEARINGS

THE MERIDIAN OF THIS SURVEY IS THE CENTERLINE OF PLEASANT GROVE BOULEVARD, SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "WESTPARK PHASE 1", FILED IN BOOK AA OF MAPS, PAGE 4, PLACER COUNTY RECORDS, THE BEARING OF WHICH IS N49°27'07"W AND WAS BASED ON MONUMENTS SHOWN HEREON AS FOUND.

COURSE TABULATION

- C1.....R=22°(3/4)(6) Δ=90°00'00" (3/4)(4/6)
N04°27'07"W (N04°50'57"W)(3/4) 31.11°(3/4)(6)
- C2.....R=22°(3/4)(6) Δ=90°00'00" (3/4)(6)
N85°32'53"E (N85°09'03"E)(3/4) 31.11°(3/4)(6)
- C3.....R=22°(3/4)(6) Δ=90°00'00" (3/4)(6)
N04°27'07"W (N04°50'57"W)(3/4) 31.11°(3/4)(6)
- C4.....R=22°(3/4)(6) Δ=90°00'00" (3/4)(6)
N85°32'53"E (N85°09'03"E)(3/4) 31.11°(3/4)(6)
- C5.....R=31°(1)(6) Δ=90°00'00" (1)(6)
N04°27'07"W(1)(6) 43.84°(1)(6)
- C6.....R=300°(6) Δ=20°30'03" (6)
N39°12'06"W(6) 106.77°(6)
- C7.....R=300°(6) Δ=20°30'03" (6)
N39°12'06"W(6) 106.77°(6)
- C8.....R=300°(6) Δ=20°30'03" (6)
N59°42'09"E(6) 106.77°(6)
- C9.....R=300°(6) Δ=20°30'03" (6)
N59°42'09"E(6) 106.77°(6)
- L1.....N49°27'07"W (N49°50'57"W)(3/4) 29.00°(3/4)(6)
- L2.....N40°32'53"E (N40°09'03"E)(3/4) 18.00°(3/4)(6)
- L3.....N49°27'07"W (N49°50'57"W)(3/4) 29.00°(3/4)(6)
- L4.....N49°27'07"W (N49°50'57"W)(3/4) 80.00°(3/6)
- L5.....N49°27'07"W (N49°50'57"W)(3/4) 29.00°(3/4)(6)
- L6.....N49°27'07"W (N49°50'57"W)(3/4) 29.00°(3/4)(6)
- L7.....N40°32'53"E(1/6) 4.00°(1)(6)
- L8.....N40°32'53"E (N40°09'03"E)(3/4) 54.00°(3/4)(6)
- L9.....N49°27'07"W 85.71°(6)
- L10.....N49°27'07"W 62.03°(6)
- L11.....N49°27'07"W 33.03°(6)
- L12.....N49°27'07"W 29.00°(6)

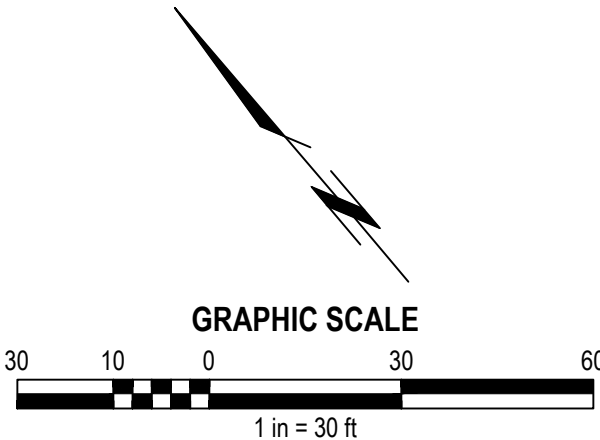
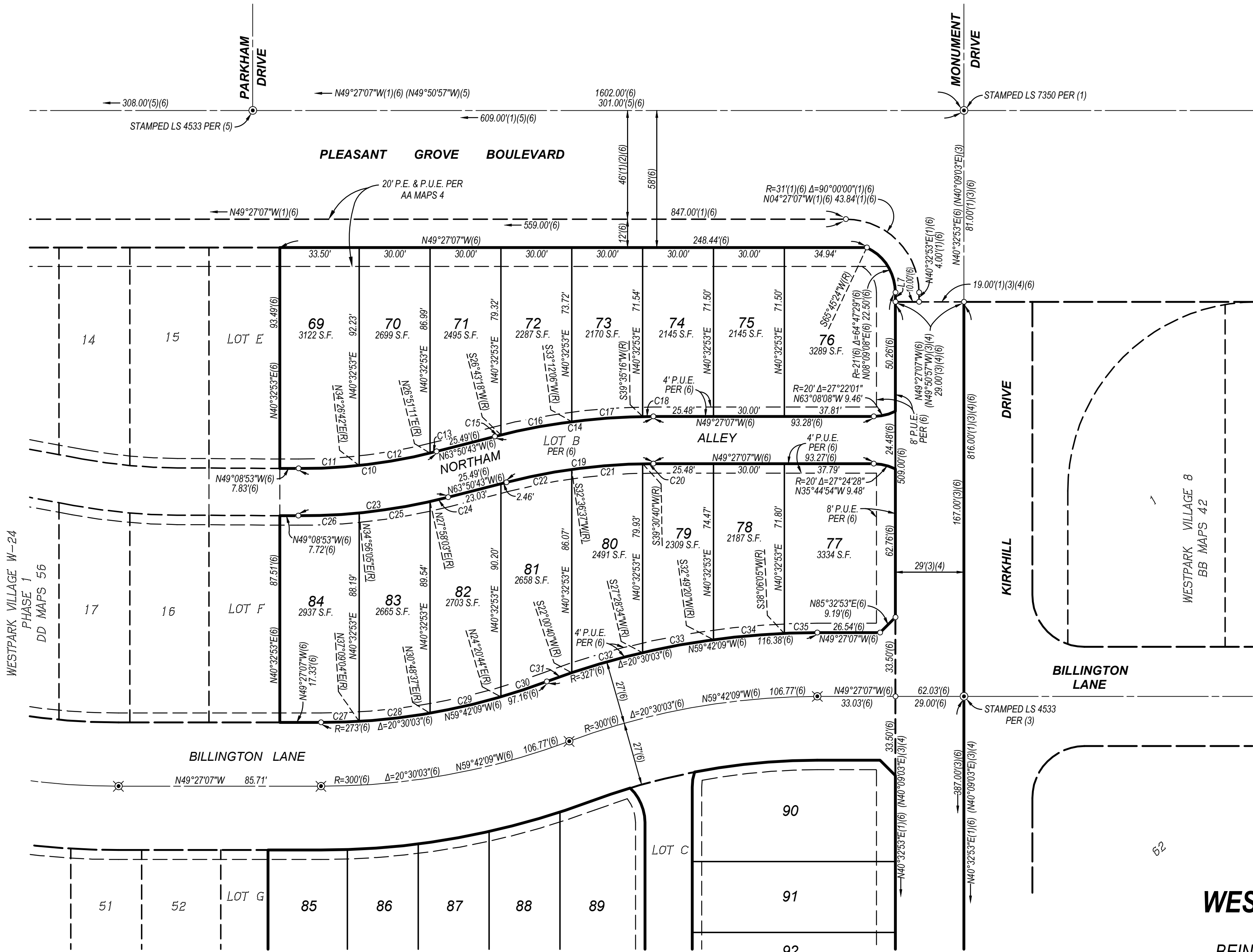
FINAL MAP OF
WESTPARK VILLAGE W-24 - PHASE 2
SUBDIVISION NO. PL15-0142

BEING A SUBDIVISION OF LOTS K, L, M, N, O, P Q & R
WESTPARK VILLAGE W-24 - PHASE 1
DD MAPS 56, PLACER COUNTY RECORDS, BEING A
PORTION OF SECTION 25, T.11N., R.5E., M.D.M.

CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
MAY, 2017

MORTON & PITALO, INC.

SHEET 2 OF 5 SHEETS JOB NO. 150008



NOTES
1. SEE SHEET 2 FOR NOTES, LEGEND AND BASIS OF BEARINGS.

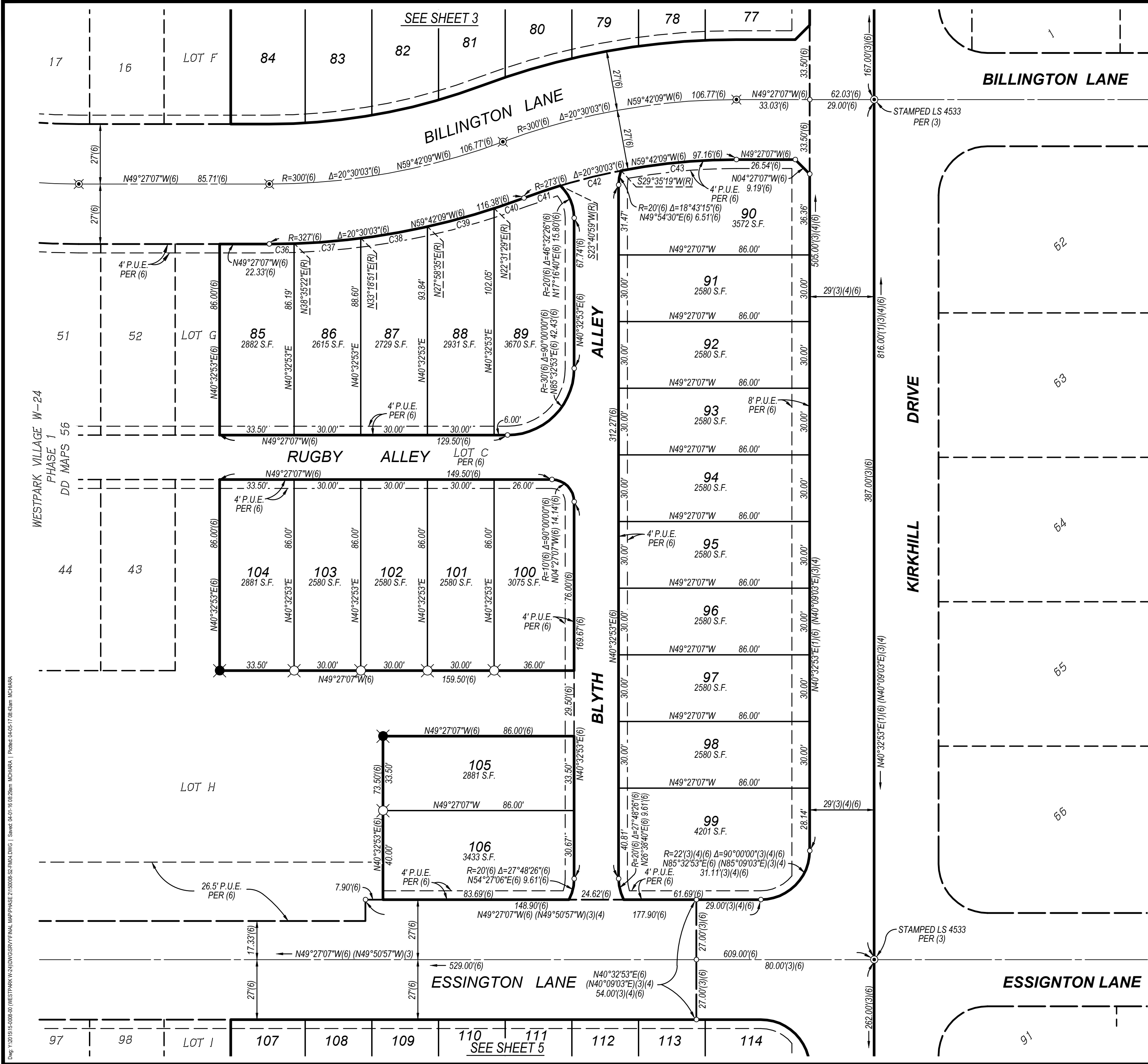
**FINAL MAP OF
WESTPARK VILLAGE W-24 - PHASE 2**
SUBDIVISION NO. PL15-0142
BEING A SUBDIVISION OF LOTS K, L, M, N, O, P Q & R
WESTPARK VILLAGE W-24 - PHASE 1
DD MAPS 56, PLACER COUNTY RECORDS, BEING A
PORTION OF SECTION 25, T.11N., R.5E., M.D.M.

CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
MAY, 2017
MORTON & PITALO, INC.

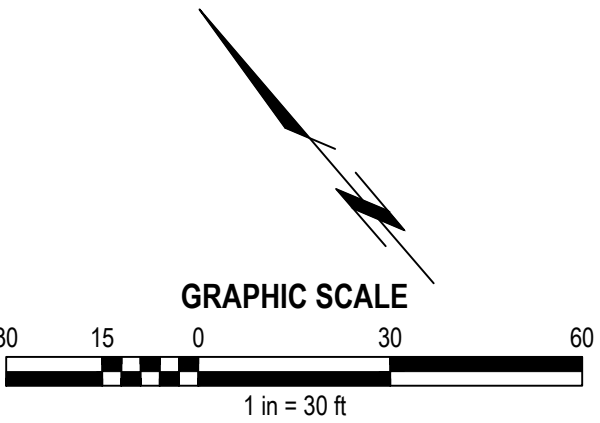
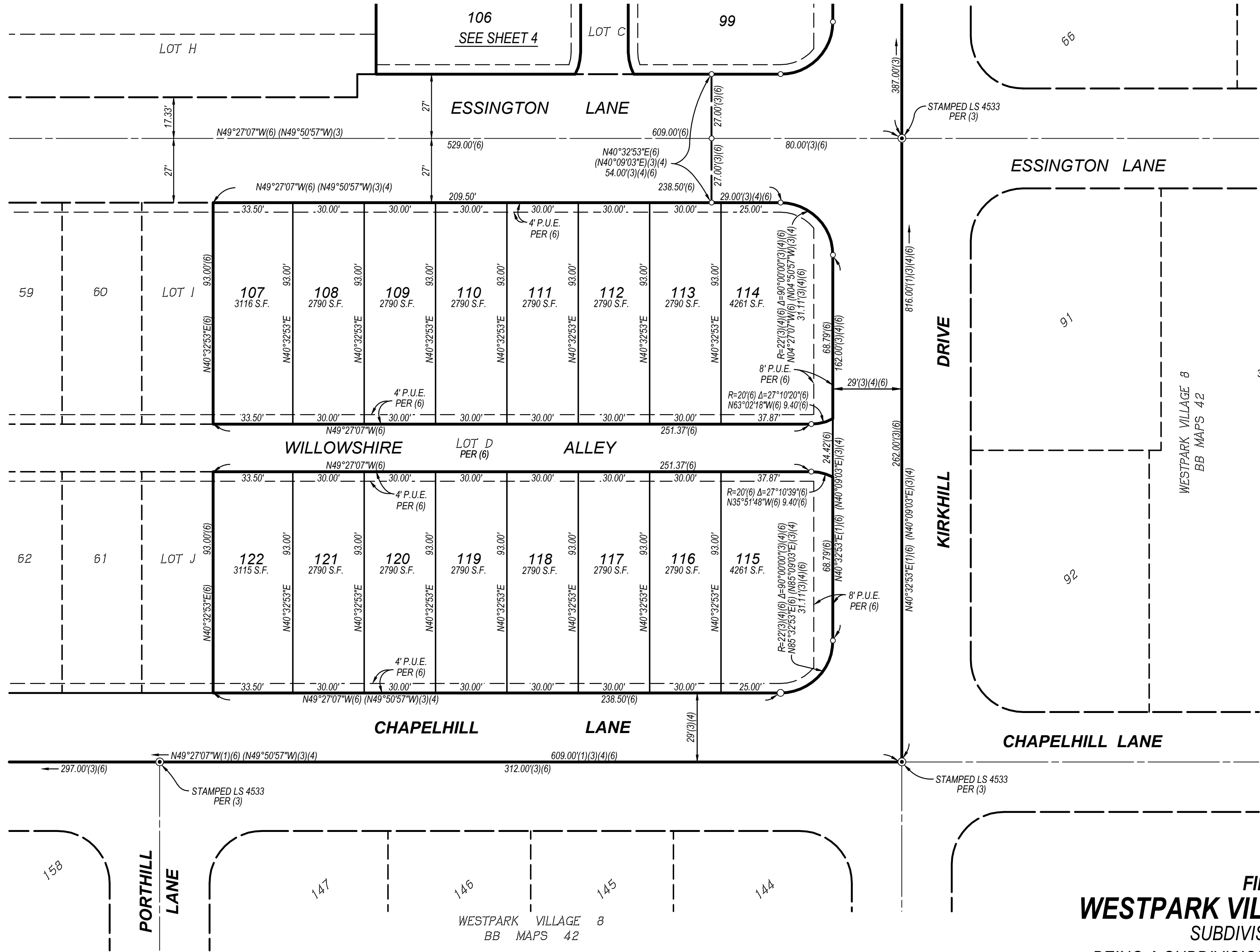
COURSE TABULATION

C10.... R=230'(6) Δ=14°41'51"(6) N56°29'48"W(6) 58.84'(6)	C16.... R=270'(6) Δ=6°28'48" N60°02'18"W 30.52'	C22.... R=250'(6) Δ=6°27'20" N60°37'03"W 28.15'	C28.... R=273'(6) Δ=6°20'28" N56°01'09"W 30.20'	C34.... R=327'(6) Δ=5°16'45" N54°32'17"W 30.12'
C11.... R=230'(6) Δ=6°24'25" N52°21'06"W 25.71'	C17.... R=270'(6) Δ=6°23'11" N53°36'19"W 30.08'	C23.... R=250'(6) Δ=14°41'51"(6) N56°29'48"W(6) 63.95'(6)	C29.... R=273'(6) Δ=6°27'52" N62°25'19"W 30.79'	C35.... R=327'(6) Δ=2°26'47" N50°40'31"W 13.96'
C12.... R=230'(6) Δ=7°35'31" N59°21'04"W 30.45'	C18.... R=270'(6) Δ=0°57'36" N49°55'56"W 4.52'	C24.... R=250'(6) Δ=1°48'46" N62°56'20"W 7.91'	C30.... R=273'(6) Δ=4°17'55" N67°48'13"W 20.48'	L7..... N40°32'53"E(6) 4.00'(6)
C13.... R=230'(6) Δ=0°41'54" N63°29'46"W 2.80'	C19.... R=250'(6) Δ=14°23'36"(6) N56°38'55"W(6) 62.64'(6)	C25.... R=250'(6) Δ=6°58'03" N58°32'56"W 30.38'	C31.... R=327'(6) Δ=1°57'50" N68°58'16"W 11.21'	
C14.... R=270'(6) Δ=14°23'36"(6) N56°38'55"W(6) 67.65'(6)	C20.... R=250'(6) Δ=1°02'13" N49°58'14"W 4.52'	C26.... R=250'(6) Δ=5°55'02" N52°06'24"W 25.81'	C32.... R=327'(6) Δ=5°27'54" N65°15'23"W 31.18'	
C15.... R=270'(6) Δ=0°34'02" N63°33'43"W 2.67'	C21.... R=250'(6) Δ=3°54'03" N53°56'22"W 30.09'	C27.... R=273'(6) Δ=6°23'48" N51°09'01"W 16.18'	C33.... R=327'(6) Δ=5°20'46" N59°51'03"W 30.50'	

SEE SHEET 4



WESTPARK VILLAGE W-24
PHASE 1
DD MAPS 56



NOTES

1. SEE SHEET 2 FOR NOTES, LEGEND AND BASIS OF BEARINGS.

**FINAL MAP OF
WESTPARK VILLAGE W-24 - PHASE 2**
SUBDIVISION NO. PL15-0142
BEING A SUBDIVISION OF LOTS K, L, M, N, O, P Q & R
WESTPARK VILLAGE W-24 - PHASE 1
DD MAPS 56, PLACER COUNTY RECORDS, BEING A
PORTION OF SECTION 25, T.11N., R.5E., M.D.M.

CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
MAY, 2017

MORTON & PITALO, INC.



COUNCIL COMMUNICATION

CC #: 8526
File #: 0102-10

Title: Resolution of Commendation and Appreciation to Lee Clay
Contact: Ryan Carroll 916-774-5265 rcarroll@roseville.ca.us

Meeting Date: 6/7/2017
Item #: 6.38.

RECOMMENDATION TO COUNCIL

Recommend Lee Clay be commended for his outstanding service and dedication to the City of Roseville, congratulated on his many accomplishments, and wished a long, healthy, and enjoyable retirement.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Ryan Carroll, Deputy City Clerk

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution of Commendation and Appreciation to Leland Clay

City of Roseville RESOLUTION

COMMENDATION AND APPRECIATION

WHEREAS, Leland Clay, began his distinguished career with the City of Roseville in September 1998 as a Civil Engineering Assistant and is retiring after 18.5 years of dedicated service; and

WHEREAS, Leland promoted to Engineering Inspector I in the Public Works department in 2004, promoted to Engineering Inspector II in 2007, and promoted to Street Maintenance Supervisor in 2013; and

WHEREAS, Leland achieved his Level I, II, & III Signs & Markings certification from International Municipal Signal Association as; and

WHEREAS, Leland has demonstrated his extensive knowledge of construction engineering and has led the implementation of many advancements in Public Works Engineering practices, policies, and procedures; and

WHEREAS, Leland deservingly received the distinguished Pride of Roseville Award in 1999, and 2005, and also received a service appreciation commendation in August 2000 for providing outstanding inspection service on the Pleasant Grove Boulevard/Highway 65 interchange; and

WHEREAS, Leland has inspected the installation of numerous Roseville city roadways and has served the community through by finding creative solutions to address citizens' concerns; and

WHEREAS, Leland is retiring after 18.5 years of honorable service to the citizens of Roseville and he will be greatly missed and remembered by all of his friends and coworkers; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **LELAND CLAY** be commended for his outstanding service and dedication to the City of Roseville, congratulated for his many accomplishments, and wished a long, healthy, and enjoyable retirement.

SIGNED AND APPROVED this 7th day of June, 2017.

SUSAN ROHAN, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 8525
File #: 0102-10

Title: Resolution of Commendation and Appreciation to Arleen Milmo
Contact: Ryan Carroll 916-774-5265 rcarroll@roseville.ca.us

Meeting Date: 6/7/2017
Item #: 6.39.

RECOMMENDATION TO COUNCIL

Recommend Arleen Milmo be commended for her outstanding service and dedication to the City of Roseville, congratulated on her many accomplishments, and wished a long, healthy, and enjoyable retirement.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Ryan Carroll, Deputy City Clerk

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution of Commendation and Appreciation to Arleen Milmoie

City of Roseville

RESOLUTION

COMMENDATION AND APPRECIATION

WHEREAS, Arleen Milmoie has been a loyal Crossing Guard since 1994, serving the students of William Kaseberg Elementary School, Sierra Gardens Elementary School, Vencil Brown Elementary School, Heritage Oak Elementary School, and Silverado Middle School in a hardworking, reliable, and pleasant manner; and

WHEREAS, Crossing Guards recognize that the number of kindergarten through eighth grade students who are walking or riding their bike to school has risen in recent years, to approximately one in five, and walking or riding a bicycle to and from school offers many benefits including decreased traffic and pollution and increased health of the children; and

WHEREAS, Arleen guided children across streets safely, and thereby has played a significant role in creating safe streets in the community, enlightened drivers of the presence of pedestrians, and portrayed a positive role model for children throughout the years; and

WHEREAS, keeping students safe is a priority for the City of Roseville, the Dry Creek Joint Elementary School District, and the Roseville City School District, who, together, work to employ qualified and passionate people such as Arleen Milmoie to perform Crossing Guard services; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that ARLEEN MILMOE be commended for her outstanding service and dedication to the City of Roseville, the Dry Creek Joint Elementary School District, and the Roseville City School District as a Crossing Guard, congratulated for her many accomplishments, and wished a long, healthy, and enjoyable retirement.

SIGNED AND APPROVED this 7th day of June, 2017.

SUSAN ROHAN, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 8523
File #: 0206-03

Title: Finance Authority Special Tax Refunding Bonds, Series 2017A
Contact: Vanessa Lieberman 916-774-5189 vlieberman@roseville.ca.us

Meeting Date: 6/7/2017
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the Roseville Finance Authority Resolution authorizing the issuance and sale of special tax refunding bonds for and on behalf of the Roseville Finance Authority (RFA) Revenue Bonds Series 2007 A (Senior Lien Bonds) and Series 2007 B (Junior Lien Bonds), approving and directing the execution of the agreements listed below and approving any related documents and actions:

- Escrow Agreement
- Bond Purchase Agreement
- Trust Indenture
- Preliminary Official Statement of Bond Issuance

Staff also recommends that the City Council adopt the attached resolution which authorizes the execution and delivery of the following agreement required for the refunding for the Roseville Finance Authority (RFA) Revenue Bonds Series 2007 A and Series 2007 B:

- Fiscal Agent Agreement

BACKGROUND

On April 18, 2007 the City issued the Roseville Finance Authority 2007 Series A Senior Lien Bonds and 2007 Series B Junior Lien Bonds by resolution number 07-185 in the amounts of \$44,075,000 and \$10,350,000 respectively. These tax exempt Revenue Bonds were used to acquire the Crocker Ranch, Stoneridge East, Stoneridge West and Stoneridge Parcel 1 CFD Bonds. The bonds were also issued to assist the City of Roseville in the financing and refinancing of the previously identified special tax bonds issued by the City to finance improvements. The current outstanding amounts are \$32,350,000 for the 2007 Series A Senior Lien Bonds and \$7,595,000 for the 2007 Series B Junior Lien Bonds.

Crocker Ranch Community Facilities District (CFD) No.1 was formed on February 6, 2002 by resolution number 02-53 with an original par amount of \$4,525,000. A second series of bonds

was issued on May 6, 2003 by resolution number 03-98 with an original par amount of \$15,475,000. In 2007, the Roseville Finance Authority issued Special Tax Revenue Bonds and refunded the bonds for Crocker Ranch CFD No. 1 in the amount of \$20,435,000. The current outstanding bond amount is \$15,636,500.

Stoneridge East CFD No. 1 was formed June 20, 2001 by resolution number 01-300 with an original par amount of \$16,000,000. In 2007, the Roseville Finance Authority issued Special Tax Revenue Bonds and refunded the bonds for Stoneridge East CFD No. 1 in the amount of \$17,285,000. The current outstanding bond amount is \$12,505,000.

Stoneridge West CFD No. 1 was formed July 18, 2001 by resolution number 01-362 with an original par amount of \$12,995,000. In 2007, the Roseville Finance Authority issued Special Tax Revenue Bonds and refunded the bonds for Stoneridge West CFD No. 1 in the amount of \$13,530,000. The current outstanding bond amount is \$9,785,000.

Stoneridge Parcel 1 CFD No. 1 was formed July 7, 1999 by resolution number 99-248 with an original par amount of \$2,000,000. In 2007, the Roseville Finance Authority issued Special Tax Revenue Bonds and refunded the bonds for Stoneridge Parcel 1 CFD No. 1 in the amount of \$2,025,000. The current outstanding bond amount is \$1,430,000.

The City has determined that in the current bond market, the outstanding RFA bonds can be refunded for a present value savings of approximately 8.37% and an issue size of \$31,215,000 which will result in approximately \$9.0 million in debt service savings over the life of the bonds and reduced annual tax bills to the property owners within the districts. The refunding will not increase the principal amount or the term of outstanding bonds and has a do not exceed amount of \$35,000,000.

In addition, the refunding will produce approximately \$600,000 in annual savings that will be used for park and landscape maintenance and improvements that adhere to the authorized services and facilities within the districts.

FISCAL IMPACT

There will be no fiscal impact to the City of Roseville as all bond issuance costs will be paid from bond proceeds. Property owners will experience a reduction in annual special tax assessments. The city will be able to generate \$600,000 annually from the refunding that will be used to improve and maintain authorized services and facilities with the Community Facilities Districts.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Approval of the Roseville Finance Authority Special Tax Refunding Bonds is considered statutorily exempt from CEQA (State CEQA Guidelines Section 15273). The project involves the issuance and sale of special tax refunding bonds to obtain funds for capital projects necessary to

maintain services within existing service areas. Therefore, no further CEQA action is required.

Respectfully Submitted,

Vanessa Lieberman, Financial Analyst

Jay Panzica, Chief Financial Officer



Rob Jensen, City Manager

ATTACHMENTS:

Description

Preliminary Official Statement

Bond Purchase Contract

Indenture of Trust

Finance Authority Resolution No. 3-17

Escrow Agreement

Resolution No. 17-238

Fiscal Agent Agreement

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2017**NEW ISSUE-FULL BOOK ENTRY**

RATINGS: Insured Bonds: S&P: “ ”
 Underlying Rating: S&P: “ ”
 (See “RATINGS” herein)

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, and assuming certain representations and compliance with certain covenants and requirements described herein, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations; although for the purpose of computing the alternative minimum tax imposed on certain corporations, such interest is taken into account in determining certain income and earnings. In the further opinion of Bond Counsel, interest on the Bonds is exempt from State of California personal income tax. See “LEGAL MATTERS — Tax Matters” herein.

\$ _____ *

ROSEVILLE FINANCE AUTHORITY
SPECIAL TAX REVENUE REFUNDING BONDS
SERIES 2017A

Dated: Date of Delivery**Due: September 1, as shown on inside cover**

General. The Special Tax Revenue Refunding Bonds, Series 2017A (the “Bonds”) are being issued by the Roseville Finance Authority (the “Authority”) to refund the Authority’s outstanding Revenue Bonds, 2007 Series A (Senior Lien Bonds) and 2007 Series B (Junior Lien Bonds) (together, the “2007 Bonds”), and to pay certain costs of issuance, including the cost of a debt service reserve insurance policy and/or reserve surety. The 2007 Bonds were issued by the Authority to assist the City of Roseville (the “City”) in the financing and refinancing of certain special tax bonds issued by the City to finance improvements for its Stoneridge Parcel 1 Community Facilities District No. 1, Stoneridge West Community Facilities District No. 1, Stoneridge East Community Facilities District No. 1, and Crocker Ranch Community Facilities District No. 1 (together, the “Districts”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”).

Security and Sources of Payment for the Bonds and CFD Bonds. The Bonds are payable solely from “Revenues” pledged by the Authority under the Indenture (described herein), which consist primarily of payments received by the Authority from the City from (i) the \$2,025,000 City of Roseville Stoneridge Parcel 1 Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2007, (ii) \$13,530,000 City of Roseville Stoneridge West Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2007, (iii) \$17,285,000 City of Roseville Stoneridge East Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2007, and (iv) \$20,435,000 City of Roseville Crocker Ranch Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2007 (collectively, the “CFD Bonds”), which payments are secured by liens of unpaid special taxes authorized under the Act, as more fully described herein. Each respective series of CFD Bonds is payable from special taxes (net of administration expenses) levied within the respective District and paid to the Authority as debt service on the respective CFD Bonds. Installments of principal and interest sufficient to meet annual CFD Bonds debt service are included on the regular county tax bills sent to owners of property against which there are unpaid special taxes. Scheduled payments under the CFD Bonds collectively are sufficient to permit the Authority to pay the principal of and interest on the Bonds when due. The CFD Bonds are not being refunded or amended in connection with the issuance of the Bonds (although certain references in the principal legal documents to the 2007 Bonds and the indenture for the 2007 Bonds will be amended to refer to the Bonds and the Indenture[, and reference to the Reserve Surety will be added]). In addition, a Reserve Fund will be established and available if there are insufficient Revenues to make payment on the Bonds. See “SECURITY FOR THE BONDS AND SOURCES OF PAYMENT THEREFOR.”

Bond Terms. The Bonds will be issued in denominations of \$5,000 or any integral multiple of \$5,000. Interest is payable semiannually on each March 1 and September 1, commencing March 1, 2018. The Bonds will be initially issued only in book-entry form and registered to Cede & Co. as nominee of The Depository Trust Company (“DTC”), which will act as securities depository of the Bonds. Principal and interest (and premium, if any) on the Bonds is payable by the Trustee to DTC, which remits such payments to its Participants for subsequent distribution to the registered owners as shown on the Trustee’s books. See “THE BONDS – General Provisions” and “– Book-Entry Only System.”

Redemption. The Bonds are subject to redemption prior to maturity as described herein. See “THE BONDS – Redemption.”

Risk Factors. The Bonds may not be appropriate investments for certain individuals. See “RISK FACTORS” for a discussion of the risk factors that should be considered in evaluating the investment quality of the Bonds.

Bond Insurance. The scheduled payment of principal of and interest on the Bonds maturing on September 1 of the years 20__ through 20__, inclusive (the “Insured Bonds”), when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the Insured Bonds by _____. Specific maturities to be insured will be determined based on market conditions at the time of pricing. See “BOND INSURANCE” and “APPENDIX H – Specimen Municipal Bond Insurance Policy” herein.

[INSURER LOGO]

THE BONDS ARE SPECIAL OBLIGATIONS OF THE AUTHORITY PAYABLE SOLELY FROM AND SECURED SOLELY BY THE REVENUES AND FUNDS PLEDGED THEREFOR IN THE INDENTURE. THE BONDS ARE NOT A DEBT OR LIABILITY OF THE CITY, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISIONS THEREOF OTHER THAN THE AUTHORITY TO THE LIMITED EXTENT DESCRIBED HEREIN, AND NEITHER THE FAITH AND CREDIT OF THE AUTHORITY, THE CITY, THE STATE OR ANY OF ITS POLITICAL SUBDIVISIONS ARE PLEDGED TO THE PAYMENT OF

PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS AND NEITHER THE AUTHORITY (EXCEPT TO THE LIMITED EXTENT DESCRIBED HEREIN), THE CITY, THE STATE NOR ANY OF ITS POLITICAL SUBDIVISIONS IS LIABLE THEREFOR, NOR IN ANY EVENT SHALL THE BONDS OR ANY INTEREST THEREON BE PAYABLE OUT OF ANY FUNDS OR PROPERTIES OTHER THAN THOSE OF THE AUTHORITY AS SET FORTH IN THE INDENTURE. NEITHER THE BONDS NOR THE OBLIGATION TO MAKE PAYMENTS ON THE CFD BONDS CONSTITUTES AN INDEBTEDNESS OF THE AUTHORITY, THE CITY, THE STATE OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION. THE AUTHORITY HAS NO TAXING POWER.

**Maturity Schedule
(see inside cover)**

The Bonds will be offered when, as and if issued and received by RBC Capital Markets, LLC, as underwriter, subject to the approval as to their legality by Jones Hall, A Professional Law Corporation, San Francisco, California, as Bond Counsel. Certain legal matters will be passed upon for the Authority and the City by the City Attorney. Jones Hall is also acting as Disclosure Counsel to the Authority. Nossaman LLP, Irvine, California, is acting as counsel to the Underwriter. It is anticipated that the Bonds in definitive form will be available for delivery through the facilities of DTC on or about _____, 2017.

[RBC LOGO]

The date of this Official Statement is: _____, 2017.

* Preliminary; subject to change.

MATURITY SCHEDULE

\$ _____
ROSEVILLE FINANCE AUTHORITY
SPECIAL TAX REVENUE REFUNDING BONDS
SERIES 2017

(Base CUSIP[†]: _____)

\$ _____ Serial Bonds

<u>Maturity Date</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>	<u>CUSIP</u> [†]
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\$ _____ % Term Bonds Due September 1, 20__; Price: _____ to Yield: _____ %
CUSIP[†] _____

[†] Copyright 2017, American Bankers Association. CUSIP data herein are provided by CUSIP Global Services, managed by Standard & Poor's Capital IQ, and are provided for convenience of reference only. Neither the District nor the Underwriter assumes any responsibility for the accuracy of these CUSIP data.

**ROSEVILLE FINANCE AUTHORITY
(PLACER COUNTY, CALIFORNIA)**

**BOARD OF DIRECTORS OF THE AUTHORITY
AND MEMBERS OF THE CITY COUNCIL**

Susan Rohan, *Mayor/Chairperson of the Authority*
Bonnie Gore, *Vice Mayor/Vice-Chairperson of the Authority*
John Allard, *Councilmember/Boardmember*
Scott Alvord, *Councilmember/Boardmember*
Tim Herman, *Councilmember/Boardmember*

CITY AND AUTHORITY OFFICERS

Rob Jensen, *City Manager/Executive Director*
Jay Panzica, *Chief Financial Executive/Treasurer*
Robert R. Schmitt, *City Attorney/Authority Counsel*
Sonia Orozco, *City Clerk/Secretary*

SPECIAL SERVICES

Bond Counsel

Jones Hall, A Professional Law Corporation
San Francisco, California

Trustee

The Bank of New York Mellon Trust Company, N.A.
Los Angeles, California

Municipal Advisor

FirstSouthwest, a Division of Hilltop Securities Inc.
Encino, California

Special Tax Administrator

Willdan Financial Services
Temecula, California

Verification Agent

Grant Thornton, LLP
Minneapolis, Minnesota

Disclosure Counsel

Jones Hall, A Professional Law Corporation
San Francisco, California

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

No Offering May Be Made Except by this Official Statement. No dealer, broker, salesperson or other person has been authorized by the Authority, the City or the Underwriter to give any information or to make any representations with respect to the Bonds or the CFD Bonds other than as contained in this Official Statement, and if given or made, such other information or representation must not be relied upon as having been authorized by the Authority, the City or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

Effective Date. This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the Bonds will, under any circumstances, create any implication that there has been no change in the affairs of the Authority, the City, the Districts or any other parties described in this Official Statement, or in the condition of property within the Districts since the date of this Official Statement.

Use of this Official Statement. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not a contract with the purchasers of the Bonds.

Preparation of this Official Statement. The information contained in this Official Statement has been obtained from sources that are believed to be reliable, but this information is not guaranteed as to accuracy or completeness. The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Document References and Summaries. All references to and summaries of the Indenture or other documents contained in this Official Statement are subject to the provisions of those documents and do not purport to be complete statements of those documents.

Stabilization of and Changes to Offering Prices. The Underwriter may over allot or take other steps that stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market. If commenced, the Underwriter may discontinue such market stabilization at any time. The Underwriter may offer and sell the Bonds to certain dealers, dealer banks and banks acting as agent at prices lower than the public offering prices stated on the cover page of this Official Statement, and those public offering prices may be changed from time to time by the Underwriter.

Bonds are Exempt from Securities Laws Registration. The issuance and sale of the Bonds have not been registered under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, in reliance upon exemptions for the issuance and sale of municipal securities provided under Section 3(a)(2) of the Securities Act of 1933 and Section 3(a)(12) of the Securities Exchange Act of 1934.

Estimates and Projections. Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "budget" or other similar words.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE AUTHORITY AND THE CITY DO NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR.

Bond Insurance Disclaimer. _____.

Internet Site. The City maintains an Internet website, but the information that it contains is not incorporated in this Official Statement.

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OFFICIAL STATEMENT

\$ _____ *

**ROSEVILLE FINANCE AUTHORITY
SPECIAL TAX REVENUE REFUNDING BONDS
SERIES 2017A**

This Official Statement, including the cover page and the appendices hereto, is provided to furnish information regarding the issuance by the Roseville Finance Authority (the “**Authority**”) of its Special Tax Revenue Refunding Bonds, Series 2017A (the “**Bonds**”) in the aggregate principal amount set forth above.

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Definitions of certain terms used herein and not defined herein have the meaning set forth in the Indenture or the respective CFD Indentures described herein.

INTRODUCTION

This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement. Capitalized terms used but not defined in this Official Statement have the meanings set forth in the Indenture (as defined below). See “APPENDIX A – Summary of Certain Provisions of Principal Legal Documents.”

Financing Plan. The Bonds are being issued by the Authority to refund the Authority’s outstanding Revenue Bonds, 2007 Series A (Senior Lien Bonds) and 2007 Series B (Junior Lien Bonds) (together, the “**2007 Bonds**”). The 2007 Bonds were issued by the Authority to assist the City of Roseville (the “**City**”) in the financing and refinancing of certain special tax bonds issued to finance improvements for its Stoneridge Parcel 1 Community Facilities District No. 1 (the “**Stoneridge Parcel 1 CFD**”), Stoneridge West Community Facilities District No. 1 (the “**Stoneridge West CFD**”), Stoneridge East Community Facilities District No. 1 (the “**Stoneridge East CFD**”), and its Crocker Ranch Community Facilities District No. 1 (the “**Crocker Ranch CFD**” and, collectively, the “**Districts**”).

In connection with the issuance by the Authority of the 2007 Bonds, the City issued and sold to the Authority its \$2,025,000 City of Roseville Stoneridge Parcel 1 Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2007 (the “**Stoneridge Parcel 1 CFD 2007 Bonds**”); \$13,530,000 City of Roseville Stoneridge West Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2007 (the “**Stoneridge West CFD 2007 Bonds**”); \$17,285,000 City of Roseville Stoneridge East Community Facilities District No. 1 Special Tax

*Preliminary; subject to change.

Refunding Bonds, Series 2007 (the “**Stoneridge East CFD 2007 Bonds**”); and \$20,435,000 City of Roseville Crocker Ranch Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2007 (the “**Crocker Ranch CFD 2007 Bonds**” and collectively, the “**CFD Bonds**”). The CFD Bonds provide the primary security and source of payment for the 2007 Bonds and will provide the primary security and source of payment for the Bonds. The CFD Bonds are not being refunded or amended in connection with the issuance of the Bonds (although certain references in the principal legal documents to the 2007 Bonds and the indenture for the 2007 Bonds will be amended to refer to the Bonds and the Indenture[, and reference to a Reserve Surety (as described herein) will be added]). See “FINANCING PLAN” and “SECURITY FOR THE BONDS AND SOURCES OF PAYMENT THEREFOR” herein.

Authority for Issuance. The Bonds are issued under the provisions of Article 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code (the “**Bond Law**”), and the terms of an Indenture dated as of July 1, 2017 (the “**Indenture**”) by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the “**Trustee**”). In 2007, the CFD Bonds were issued by the City under the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the “**Act**”), and four separate Bond Indentures (each, a “**CFD Indenture**”), dated as of May 1, 2007, by and between the City and The Bank of New York Mellon Trust Company, N.A., as trustee (the “**CFD Bonds Trustee**”).

The Authority and the City. The Authority is a joint exercise of powers authority duly organized and existing under the laws of the State of California (the “**State**”). The City is a charter city duly organized and existing under the laws of the State, located within Placer County (the “**County**”). For more information about the City and the County, see “APPENDIX B - General Information about the City of Roseville and Placer County.”

Security for the Bonds and CFD Bonds. The Bonds are special obligations of the Authority, payable from and secured by “**Revenues**” (as defined herein) of the Authority consisting primarily of payments received by the Authority from the City in connection with the CFD Bonds. *No series of CFD Bonds or the pledge of special taxes to pay such CFD Bonds is cross-collateralized to the other series.* Scheduled payments under the CFD Bonds collectively are sufficient to provide the Authority with money to pay the principal of and interest on the Bonds when due. See “SECURITY FOR THE BONDS AND SOURCES OF PAYMENT THEREFOR” and “SECURITY FOR THE CFD BONDS” below.

The Bonds are secured by a lien on and security interest in all of the Revenues and any other amounts (including proceeds of the sale of the Bonds) held in certain funds established under the Indenture. See “SECURITY FOR THE BONDS AND SOURCES OF PAYMENT THEREFOR – Revenues and Flow of Funds.”

The CFD Bonds were issued upon and are secured by special taxes (the “**Special Tax**” or “**Special Taxes**”) levied against taxable property in each respective District, and such unpaid Special Taxes constitute a trust fund for the redemption and payment of the principal of the respective CFD Bonds and the interest thereon.

The Special Taxes are levied by the City on taxable real property within the boundaries of each District. The Special Tax applicable to each taxable parcel is levied and collected according to the tax liability determined by the City Council through the application of a rate and method of apportionment of Special Tax for each respective District (each, a “**Special Tax Formula**”), which was approved by the City in connection with the formation of each District.

The Special Tax Formulas for the Districts are set forth in APPENDIX C-1, APPENDIX C-2, APPENDIX C-3, and APPENDIX C-4. The Special Taxes represent liens on the parcels of land subject to a Special Tax, and failure to pay the Special Taxes could result in proceedings to foreclose the delinquent property. See “SECURITY FOR THE CFD BONDS — Special Tax Methodology.”

Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the parcels within the Districts, and the owners have made no commitment to pay the principal of or interest on the CFD Bonds or the Bonds or to support payment of the Bonds in any manner. In the event of delinquency, proceedings may be conducted only against the particular parcel securing the delinquent Special Tax.

No series of CFD Bonds or the pledge of special taxes to pay such CFD Bonds is cross-collateralized to any other series of CFD Bonds.

The Bonds are further secured by a Reserve Fund, which will be held by the Trustee under the Indenture, and which will be funded to the Reserve Requirement (as defined herein) for the Bonds. On the Closing Date, the Authority will deposit a municipal bond debt service reserve insurance policy (the “**Reserve Surety**”) issued by _____ (the “**Insurer**”) with the Trustee in satisfaction of its obligation to fund the Reserve Fund to the Reserve Requirement. *There is no cross-collateralization of the Reserve Fund; each District will be responsible for repaying draws, if any, on the Reserve Surety up to its Proportionate Share (as defined herein).* See “SECURITY FOR THE BONDS AND SOURCES OF PAYMENT THEREFOR – Reserve Fund.”

Additional Bonds and CFD Bonds for Refunding Purposes Only. Additional Bonds and CFD Bonds secured on parity with the Bonds and CFD Bonds, respectively, may be issued but only for refunding purposes. See “SECURITY FOR THE BONDS AND SOURCES OF PAYMENT THEREFOR – Additional Bonds and CFD Bonds for Refunding Purposes Only.”

Bond Insurance. Concurrently with the issuance of the Bonds, the Insurer will issue its municipal bond insurance policy (the “**Policy**”) for the Bonds maturing on September 1 of the years 20__ through 20__, inclusive (the “**Insured Bonds**”). Specific maturities to be insured will be determined based on market conditions at the time of pricing. The Policy guarantees the scheduled payment of principal of and interest on the Insured Bonds when due as set forth in the form of the Policy included as APPENDIX H. See “BOND INSURANCE.”

The Districts and Value of Land in the Districts. Each District is comprised of land located within the City and was formed to finance a portion of certain infrastructure improvements of benefit to such District. Stoneridge Parcel 1 CFD was formed in 1999 and has been developed into 127 levied parcels. Stoneridge West CFD was formed in 2001 and has been developed into 726 levied parcels. Stoneridge East CFD was formed in 2001 and has been developed into 1,024 levied parcels. Crocker Ranch CFD was formed in 2002 and has been developed into 1,155 levied parcels.

Taxable property in each District is security for the respective Special Taxes. In connection with valuing property in the Districts, the City has obtained the 2016-17 County assessed valuation (the “**Assessed Valuation**”) of the taxable property in the Districts. The aggregate Assessed Valuation of taxable property in the Districts (3,032 parcels) is \$1,530,643,701, consisting of \$75,681,307 in Stoneridge Parcel 1 CFD; \$474,193,781 in

Stoneridge West CFD; \$459,802,678 in Stoneridge East CFD; and \$520,965,935 in Crocker Ranch CFD.

Direct Debt Value to Lien Ratios. The aggregate Assessed Valuation of taxable property in the Districts is \$1,530,643,701 (consisting solely of assessed land value and structure value), which is approximately 41 times the \$37,615,000 aggregate principal amount of the CFD Bonds (not including overlapping debt) that will be outstanding as of September 30, 2017.

Overlapping Debt Value to Lien Ratios. The aggregate Assessed Valuation of taxable property in the Districts is \$1,530,643,701 (consisting solely of assessed land value and structure value), which is approximately 33 times the \$46,276,809 total direct and overlapping debt in the Districts (based on the amount of CFD Bonds that will be outstanding as of September 30, 2017 and overlapping bonded debt as of April 1, 2017).

For more information on assessed values and value-to-lien ratios in each of the Districts, see "THE DISTRICTS" and APPENDICES D-1, D-2, D-3, and D-4.

Risks of Investment. See the section of this Official Statement entitled "RISK FACTORS" for a discussion of special factors that should be considered, in addition to the other matters set forth herein, in considering the investment quality of the Bonds. **The Bonds are limited obligations of the Authority. Payments received by the Authority from the City in connection with the CFD Bonds is the primary security and source of payment for the Bonds. The general fund of the City is not liable and the full faith and credit of the City is not pledged for the payment of the interest on, or principal of or redemption premiums, if any, on the CFD Bonds. The CFD Bonds and the Bonds are not secured by a legal or equitable pledge of or charge, lien or encumbrance upon any property of the City or any of its income or receipts, except the money in the Special Tax Fund (described herein) established under the respective CFD Indentures, and neither the payment of the interest on nor principal of or redemption premiums, if any, on the CFD Bonds or the Bonds is a general debt, liability or obligation of the City or the Authority.**

Limited Scope of Official Statement. There follow in this Official Statement descriptions of the Authority, the Bonds, the Indenture, the City, the CFD Bonds, the CFD Indentures, and certain other documents. The descriptions and summaries of documents herein do not purport to be comprehensive or definitive, and reference is made to each such document for the complete details of all its respective terms and conditions. All statements herein with respect to such documents are qualified in their entirety by reference to each such document for the complete details of all of their respective terms and conditions. All statements herein with respect to certain rights and remedies are qualified by reference to laws and principles of equity relating to or affecting creditors' rights generally. Terms not defined herein shall have the meanings set forth in the Indenture or the CFD Indentures, as applicable. See APPENDIX A.

The information and expressions of opinion herein speak only as of the date of this Official Statement and are subject to change without notice. Neither delivery of this Official Statement nor any sale made hereunder nor any future use of this Official Statement shall, under any circumstances, create any implication that there has been no change in the affairs of the Authority, the City or the Districts since the date hereof.

All financial and other information presented in this Official Statement has been provided by the Authority and the City from their records, except for information expressly attributed to other sources. The presentation of information is intended to show recent historic information and is not intended to indicate future or continuing trends in the financial or other affairs of the Authority, the City or the Districts. No representation is made that past experience, as it might be shown by such financial and other information, will necessarily continue or be repeated in the future.

FINANCING PLAN

Refunding of 2007 Bonds

The Bonds are being issued primarily to defease and refund the 2007 Bonds previously issued by the Authority, and will also be used to pay costs of issuance of the Bonds, including the cost of a debt service reserve insurance policy and/or a reserve surety issued by the Insurer. The 2007 Bonds consist of the following:

(i) the Roseville Finance Authority Special Tax Revenue Refunding Bonds, 2007 Series A (Senior Lien Bonds), originally issued in the aggregate principal amount of \$44,075,000 and currently outstanding in the amount of \$32,350,000; and

(ii) the Roseville Finance Authority Special Tax Revenue Refunding Bonds, 2007 Series B (Junior Lien Bonds), originally issued in the aggregate principal amount of \$10,350,000 and currently outstanding in the amount of \$7,595,000.

The 2007 Bonds were previously issued by the Authority to purchase the CFD Bonds from the City. The CFD Bonds are not being refunded or amended in connection with the issuance of the Bonds (although certain references in the principal legal documents to the 2007 Bonds and the indenture for the 2007 Bonds will be amended to refer to the Bonds and the Indenture[, and reference to the Reserve Surety will be added]). The CFD Bonds consist of the following:

(i) the City of Roseville Stoneridge Parcel 1 Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2007, originally issued in the aggregate principal amount of \$2,025,000 and currently outstanding in the amount of \$1,430,000;

(ii) the City of Roseville Stoneridge West Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2007, originally issued in the aggregate principal amount of \$13,530,000 and currently outstanding in the amount of \$9,785,000;

(iii) the City of Roseville Stoneridge East Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2007, originally issued in the aggregate principal amount of \$17,285,000 and currently outstanding in the amount of \$12,505,000; and

(iv) the City of Roseville Crocker Ranch Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2007, originally issued in the aggregate principal amount of \$20,435,000 and currently outstanding in the amount of \$15,636,500.

The 2007 Bonds will be redeemed in full on September 1, 2017 (the “**Redemption Date**”), at a redemption price equal to 100% of the principal amount thereof, together with

accrued interest to the redemption date, without premium. A portion of the proceeds of the Bonds will be transferred to The Bank of New York Mellon Trust Company, N.A., acting as escrow agent (the “**Escrow Bank**”) under an Escrow Agreement dated as of July 1, 2017 (the “**Escrow Agreement**”), by and between the Authority and the Escrow Bank on the closing date for the Bonds. These funds, together with certain amounts held by the trustee for the 2007 Bonds, which will also be transferred to the Escrow Bank, will be sufficient to pay and redeem the 2007 Bonds in full on the Redemption Date. See “MISCELLANEOUS – Verification of Mathematical Computations.”

The moneys held by the Escrow Bank under the Escrow Agreement are pledged to the payment of the 2007 Bonds, and will not be available for the payment of the Bonds or the CFD Bonds.

Estimated Sources and Uses of Funds

The sources and uses of funds relating to the Bonds and certain amounts held by the trustee for the 2007 Bonds are anticipated to be as follows:

<u>Sources:</u>	
Principal Amount of the Bonds	\$
Plus: Net Original Issue Premium	
Plus: Amounts held by trustee for the 2007 Bonds	
Total Sources	\$
<u>Uses:</u>	
Deposit to Escrow Fund ⁽¹⁾	\$
Deposit to Costs of Issuance Fund ⁽²⁾	
Underwriter's Discount	
Total Uses	\$

(1) To be used to defease and redeem the 2007 Bonds.

(2) Costs of issuance include fees and expenses of the Trustee, Escrow Bank, Verification Agent, Bond Counsel, Disclosure Counsel and other professionals involved in the offering, printing costs, rating agency costs, premiums for the Policy and the Reserve Surety, and other related costs of issuing the Bonds.

THE BONDS

This section provides summaries of the Bonds and certain provisions of the Indenture. See “APPENDIX A – Summary of Certain Provisions of Principal Legal Documents” for a more complete summary of the Indenture. Capitalized terms used but not defined in this section have the meanings given in APPENDIX A.

General Provisions

The Bonds will be dated their date of delivery, and will be issued in the aggregate principal amounts set forth on the inside cover page hereof. The Bonds will bear interest from their dated date at the rates per annum set forth on the inside cover page hereof, payable semiannually on each March 1 and September 1, commencing March 1, 2018 (each, an “**Interest Payment Date**”), and will mature in the amounts and on the dates set forth on the inside cover page hereof. The Bonds will be issued in fully registered form in denominations of \$5,000 each or any integral multiple thereof.

Interest calculated on the basis of a 360-day year of twelve 30-day months on the Bonds will be payable on each Interest Payment Date to the person whose name appears on the Bond Register as the Owner of such Bond as of the fifteenth calendar day of the month preceding the month in which such Interest Payment Date occurs, whether or not such day is a Business Day (the “**Record Date**”) immediately preceding each such Interest Payment Date, such interest to be paid by check of the Trustee mailed on such Interest Payment Date by first class mail, postage prepaid, to the Owner at the address of such Owner as it appears on the Bond Register or by wire transfer to an account in the United States of America made on such Interest Payment Date upon instructions of any Owner of \$1,000,000 or more in aggregate principal amount of Bonds of a Series provided to the Trustee in writing at least 5 Business Days before the Record Date for such Interest Payment Date.

Principal of and premium (if any) on any Bond will be paid upon presentation and surrender of such Bond, at maturity or the prior redemption of such Bond, at the Trust Office of the Trustee.

Each Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (a) it is authenticated after a Record Date and on or before the following Interest Payment Date, in which event it will bear interest from such Interest Payment Date; or (b) it is authenticated on or before February 15, 2018, in which event it will bear interest from the Closing Date; provided, however, that if, as of the date of authentication of any Bond, interest on such Bond is in default, such Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on such Bond, or from the Closing Date if no interest has been paid or made available for payment.

Redemption*

Optional Redemption. The Bonds maturing on or before September 1, _____, are not subject to optional redemption prior to maturity. The Bonds maturing on and after September 1, _____, may be redeemed at the option of the Authority, from any source of available funds, prior to maturity on any date on or after September 1, _____, as a whole, or in part from maturities corresponding proportionately to the maturities of the CFD Bonds simultaneously redeemed, if any redemption of CFD Bonds is being accomplished in conjunction with such optional redemption, and otherwise from such maturities as are selected by the Authority, and by lot within a maturity, at a redemption price equal to principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date of redemption, without premium.

Mandatory Special Redemption from Prepayments. [To come from Underwriter]

Mandatory Sinking Fund Redemption. The Bonds maturing on September 1, _____ (the “**Term Bonds**”), are subject to redemption prior to their stated maturity, in part, by lot from amounts deposited into the Principal Account in the following amounts and on the following dates, at the principal amount thereof on the date fixed for redemption, without premium, but which amounts will be proportionately reduced by the principal amount of all Bonds optionally redeemed:

Mandatory Redemption Dates
(September 1)
 20____
 20____(maturity)

**Principal
Amount**

* Preliminary; subject to change.

For a description of the redemption provisions of the CFD Bonds, see “APPENDIX A – Summary of Certain Provisions of Principal Legal Documents.”

Notice of Redemption. The Trustee on behalf, and at the expense, of the Authority will mail (by first class mail, postage prepaid) notice of any redemption to the respective Owners of any Bonds designated for redemption at their respective addresses appearing on the Bond Register, and to the Securities Depositories and to the Municipal Securities Rulemaking Board, at least 30 but not more than 60 days prior to the date fixed for redemption. Neither failure to receive any such notice so mailed nor any defect therein will affect the validity of the proceedings for the redemption of such Bonds or the cessation of the accrual of interest thereon. Such notice will state the date of the notice, the redemption date, the redemption place and the redemption price and will designate the CUSIP numbers, the Bond numbers and the maturity or maturities (in the event of redemption of all of the Bonds of such maturity or maturities in whole) of the Bonds to be redeemed, and will require that such Bonds be then surrendered at the Trust Office of the Trustee for redemption at the redemption price, giving notice also that further interest on such Bonds will not accrue after the redemption date.

Any such redemption notice may specify that redemption on the specified date will be subject to receipt by the Authority of moneys sufficient to cause such redemption (and will specify the proposed source of such moneys), and neither the Authority nor the Trustee will have any liability to the Owners or any other party as a result of its failure to redeem the Bonds as a result of insufficient moneys.

In addition to the foregoing notice, further notice will be given by the Trustee in said form by first class mail to any Bondowner whose Bond has been called for redemption but who has failed to submit his Bond for payment by the date which is 60 days after the redemption date, but no defect in said further notice nor any failure to give or receive all or any portion of such further notice will in any manner defeat the effectiveness of a call for redemption.

Rescission of Redemption Notice. The Authority will have the right to rescind any redemption by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption will be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation will not constitute an Event of Default hereunder. The Trustee will mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

Selection of Bonds of a Maturity for Redemption. Unless otherwise provided under the Indenture, whenever provision is made in the Indenture or in the applicable Supplemental Indenture for the redemption of fewer than all of the Bonds of a maturity, the Trustee will select the Bonds to be redeemed from all Bonds of such maturity not previously called for redemption, by lot in any manner which the Trustee in its sole discretion will deem appropriate and fair. For purposes of such selection, all Bonds will be deemed to be comprised of separate \$5,000 authorized denominations, and such separate authorized denominations will be treated as separate Bonds which may be separately redeemed.

Partial Redemption of Bonds. In the event only a portion of any Bond is called for redemption, then upon surrender of such Bond the Authority will execute and the Trustee will authenticate and deliver to the Owner thereof, at the expense of the Authority, a new Bond or Bonds of the same maturity date, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond to be redeemed.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of and interest (and premium, if any) on the Bonds so called for redemption will have been duly provided, such Bonds so called will cease to be entitled to any benefit under the Indenture other than the right to receive payment of the redemption price, and no interest will accrue on such Bonds from and after the redemption date specified in such notice.

Certification of Independent Financial Consultant. In connection with any optional or special mandatory redemption of Bonds from prepayments, the Authority will deliver to the Trustee a certificate of an Independent Accountant verifying that, following such redemption of Bonds, the principal and interest generated from the remaining CFD Bonds is adequate to make the timely payment of principal and interest due on the Bonds that will remain Outstanding hereunder following such redemption.

Book-Entry Only System

General. The Bonds will be issued as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company (“**DTC**”), and will be available to actual purchasers of the Bonds (the “**Beneficial Owners**”) in the denominations set forth above, under the book-entry system maintained by DTC, only through brokers and dealers who are or act through DTC Participants (as defined in this Official Statement) as described in this Official Statement. Beneficial Owners will not be entitled to receive physical delivery of the Bonds. See “APPENDIX G — DTC and the Book-Entry-Only System.”

If the book-entry-only system is no longer used with respect to the Bonds, the Bonds will be registered and transferred in accordance with the Indenture. See “—Registration, Transfer and Exchange of Bonds” below.

Payments Made to DTC. While the Bonds are subject to the book-entry system, the principal and interest with respect to a Bond will be paid by the Trustee to DTC, which in turn is obligated to remit such payment to its DTC Participants for subsequent disbursement to Beneficial Owners of the Bonds, as described in “APPENDIX G — DTC and the Book-Entry-Only System.”

Registration, Transfer and Exchange of Bonds

Bond Register. The Trustee will keep or cause to be kept at its Trust Office sufficient records for the registration and transfer of the Bonds, which will be the Bond Register and will at all times during regular business hours be open to inspection by the Authority upon reasonable notice; and, upon presentation for such purpose, the Trustee will, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said records, Bonds as provided under the Indenture.

Transfer of Bonds. Subject to the book-entry only provisions of the Indenture, any Bond may in accordance with its terms, be transferred, upon the Bond Register, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Trustee, duly executed. Whenever any Bond is surrendered for transfer, the Authority will execute and the Trustee will thereupon authenticate and deliver to the transferee a new Bond or Bonds of like Series, tenor, maturity and aggregate principal amount. No Bonds

selected for redemption will be subject to transfer, nor will any Bond be subject to transfer during the 15 days prior to the selection of Bonds for redemption.

Exchange of Bonds. Bonds may be exchanged at the Trust Office of the Trustee for Bonds of the same Series, tenor and maturity and of other authorized denominations. No Bonds selected for redemption will be subject to exchange, nor will any Bond be subject to exchange during the 15 days prior to the selection of Bonds for redemption. The Owners of the Bonds will be required to pay any tax or other governmental charge required to be paid for any exchange and the Owners of the Bonds will be required to pay the reasonable fees and expenses of the Trustee and Authority in connection with the exchange of any Bonds.

The cost of printing any Bonds and any services rendered or any expenses incurred by the Trustee in connection with any transfer or exchange will be paid by the Authority. However, the Owners of the Bonds will be required to pay any tax or other governmental charge required to be paid for any exchange or registration of transfer and the Owners of the Bonds will be required to pay the reasonable fees and expenses of the Trustee and Authority in connection with the replacement of any mutilated, lost or stolen Bonds.

DEBT SERVICE SCHEDULES AND COVERAGE

Debt Service Schedule for the Bonds. The table below presents a schedule of debt service and debt service coverage for the Bonds, assuming no early redemptions are made. Debt service coverage is based on annual Special Tax Levy combined for each District, as shown.

ROSEVILLE FINANCE AUTHORITY Annual Debt Service Schedule and Projected Coverage for Bonds The Districts Combined

Year Ending Sept. 1	Crocker Ranch Special Tax Levy ⁽¹⁾	Stoneridge Parcel 1 Special Tax Levy ⁽²⁾	Stoneridge East Special Tax Levy ⁽³⁾	Stoneridge West Special Tax Levy ⁽⁴⁾	Total Special Tax Levy	Total CFD Bonds Debt Service	CFD Bonds Coverage	Revenue Bond Debt Service*	Revenue Bond Coverage*
2018	\$1,527,509	\$156,726	\$1,264,481	\$983,446	\$3,932,162	\$3,672,147	1.07x	\$3,053,454	1.29x
2019	1,523,344	158,051	1,264,031	978,821	3,924,247	3,664,232	1.07x	3,048,300	1.29x
2020	1,522,629	159,126	1,267,156	983,196	3,932,107	3,672,092	1.07x	3,058,100	1.29x
2021	1,520,601	160,614	1,268,206	981,171	3,930,591	3,670,576	1.07x	3,059,900	1.28x
2022	1,522,233	156,808	1,267,318	977,677	3,924,035	3,664,021	1.07x	3,053,900	1.28x
2023	1,520,736	157,883	1,264,468	977,664	3,920,751	3,660,736	1.07x	3,045,300	1.29x
2024	1,522,663	163,695	1,264,781	981,514	3,932,653	3,672,638	1.07x	3,055,050	1.29x
2025	1,521,725	158,976	1,267,781	983,296	3,931,777	3,671,763	1.07x	3,059,550	1.29x
2026	1,524,448	164,258	1,263,968	978,764	3,931,438	3,671,423	1.07x	3,058,800	1.29x
2027	1,524,516	159,070	1,268,562	983,139	3,935,288	3,675,273	1.07x	3,062,800	1.28x
2028	1,517,931	163,883	1,266,062	980,952	3,928,827	3,668,813	1.07x	3,056,050	1.29x
2029	1,524,901	167,708	1,262,912	978,552	3,934,073	3,674,058	1.07x	3,058,800	1.29x
2030	1,529,086	166,058	1,267,537	979,427	3,942,108	3,682,093	1.07x	3,065,300	1.29x
2031	1,524,961	--	1,264,437	978,327	3,767,724	3,526,867	1.07x	2,935,050	1.28x
2032	1,523,286	--	--	--	1,523,286	1,426,543	1.07x	1,184,550	1.29x
2033	1,188,774	--	--	--	1,188,774	1,092,031	1.09x	904,800	1.31x

(1) Assumes that the special tax is levied at annual debt service plus total administration costs of \$96,743.

(2) Assumes that the special tax is levied at annual debt service plus total administration costs of \$19,158.

(3) Assumes that the special tax is levied at annual debt service plus total administration costs of \$83,862.

(4) Assumes that the special tax is levied at annual debt service plus total administration costs of \$60,252.

* Preliminary; subject to change.

Sources: Underwriter and Willdan Financial Services.

Debt Service Schedule for the Bonds – Developed Residential Property. The table below presents a schedule of debt service and debt service coverage for the Bonds based on developed residential property only, and assuming no early redemptions are made. Debt service coverage is based on the combined annual Special Tax Levy on developed residential property in each District, as shown.

ROSEVILLE FINANCE AUTHORITY
Annual Debt Service Schedule and Projected Coverage for Bonds
The Districts Combined
(Developed Residential Property Only)

Year Ending Sept. 1	Crocker Ranch Developed Special Tax Levy⁽¹⁾	Stoneridge Parcel 1 Developed Special Tax Levy⁽²⁾	Stoneridge East Developed Special Tax Levy⁽³⁾	Stoneridge West Developed Special Tax Levy⁽⁴⁾	Total Developed Special Tax Levy⁽¹⁾	Total CFD Bonds Debt Service	CFD Bonds Coverage	Revenue Bond Debt Service*	Revenue Bond Coverage*
2018	\$1,525,895	\$156,726	\$1,012,109	\$962,755	\$3,657,486	\$3,672,147	1.00x	\$3,053,454	1.20x
2019	1,521,735	158,051	1,011,755	958,234	3,649,776	3,664,232	1.00x	3,048,300	1.20x
2020	1,521,021	159,126	1,014,212	962,511	3,656,870	3,672,092	1.00x	3,058,100	1.20x
2021	1,518,995	160,614	1,015,038	960,531	3,655,178	3,670,576	1.00x	3,059,900	1.19x
2022	1,520,625	156,808	1,014,340	957,116	3,648,888	3,664,021	1.00x	3,053,900	1.19x
2023	1,519,130	157,883	1,012,099	957,104	3,646,215	3,660,736	1.00x	3,045,300	1.20x
2024	1,521,055	163,695	1,012,345	960,867	3,657,962	3,672,638	1.00x	3,055,050	1.20x
2025	1,520,118	158,976	1,014,703	962,609	3,656,406	3,671,763	1.00x	3,059,550	1.20x
2026	1,522,837	164,258	1,011,706	958,179	3,656,980	3,671,423	1.00x	3,058,800	1.20x
2027	1,522,906	159,070	1,015,318	962,456	3,659,750	3,675,273	1.00x	3,062,800	1.19x
2028	1,516,328	163,883	1,013,352	960,317	3,653,880	3,668,813	1.00x	3,056,050	1.20x
2029	1,523,290	167,708	1,010,875	957,971	3,659,845	3,674,058	1.00x	3,058,800	1.20x
2030	1,527,471	166,058	1,014,512	958,827	3,666,867	3,682,093	1.00x	3,065,300	1.20x
2031	1,523,350	--	1,012,074	957,751	3,493,175	3,526,867	0.99x	2,935,050	1.19x
2032	1,521,677	--	--	--	1,521,677	1,426,543	1.07x	1,184,550	1.28x
2033	1,187,543	--	--	--	1,187,543	1,092,031	1.09x	904,800	1.31x

(1) Assumes that the special tax is levied at annual debt service plus total administration costs of \$96,743.

(2) Assumes that the special tax is levied at annual debt service plus total administration costs of \$19,158.

(3) Assumes that the special tax is levied at annual debt service plus total administration costs of \$83,862.

(4) Assumes that the special tax is levied at annual debt service plus total administration costs of \$60,252.

* Preliminary; subject to change.

Sources: Underwriter and Willdan Financial Services.

Debt Service Schedule for the Bonds Based on Maximum Special Tax. The table below presents a schedule of debt service and debt service coverage for the Bonds, assuming no early redemptions are made. Debt service coverage is based on the Maximum Special Tax combined for each District, as shown.

ROSEVILLE FINANCE AUTHORITY
Annual Debt Service Schedule and Projected Coverage for Bonds
The Districts Combined

Year Ending Sept. 1	Crocker Ranch Maximum Special Tax ⁽¹⁾	Stoneridge East Maximum Special Tax ⁽¹⁾	Stoneridge Parcel 1 Maximum Special Tax ⁽¹⁾	Stoneridge West Maximum Special Tax ⁽¹⁾	Total Maximum Special Tax	Total Debt Service*	Debt Service Coverage (Max Special Tax)*
2018	\$1,686,995	\$1,343,625	\$175,260	\$1,017,300	\$4,223,180	\$3,053,454	1.38x
2019	1,686,995	1,343,625	175,260	1,017,300	4,223,180	3,048,300	1.39x
2020	1,686,995	1,343,625	175,260	1,017,300	4,223,180	3,058,100	1.38x
2021	1,686,995	1,343,625	175,260	1,017,300	4,223,180	3,059,900	1.38x
2022	1,686,995	1,343,625	175,260	1,017,300	4,223,180	3,053,900	1.38x
2023	1,686,995	1,343,625	175,260	1,017,300	4,223,180	3,045,300	1.39x
2024	1,686,995	1,343,625	175,260	1,017,300	4,223,180	3,055,050	1.38x
2025	1,686,995	1,343,625	175,260	1,017,300	4,223,180	3,059,550	1.38x
2026	1,686,995	1,343,625	175,260	1,017,300	4,223,180	3,058,800	1.38x
2027	1,686,995	1,343,625	175,260	1,017,300	4,223,180	3,062,800	1.38x
2028	1,686,995	1,343,625	175,260	1,017,300	4,223,180	3,056,050	1.38x
2029	1,686,995	1,343,625	175,260	1,017,300	4,223,180	3,058,800	1.38x
2030	1,686,995	1,343,625	175,260	1,017,300	4,223,180	3,065,300	1.38x
2031	1,686,995	1,343,625	--	1,017,300	4,047,920	2,935,050	1.38x
2032	1,686,995	--	--	--	1,686,995	1,184,550	1.42x
2033	1,686,995	--	--	--	1,686,995	904,800	1.86x
TOTAL	\$26,991,920	\$18,810,750	\$2,278,380	\$14,242,200	\$62,323,250	\$44,759,704	

(1) Fiscal Year 2016-17 Maximum Special Tax per Special Tax Formulas. In addition to the Maximum Special Tax rate set forth in each Special Tax Formula, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults.

Sources: Underwriter and Willdan Financial Services.

* Preliminary; subject to change.

Debt Service Schedule for the Bonds Based on Maximum Special Tax – Developed Residential Property. The table below presents a schedule of debt service and debt service coverage for the Bonds based on developed residential property only, and assuming no early redemptions are made. Debt service coverage is based on the combined Maximum Special Tax on developed residential property in each District, as shown.

ROSEVILLE FINANCE AUTHORITY
Annual Debt Service Schedule and Projected Coverage for Bonds
The Districts Combined
(Developed Residential Property Only)

Year Ending Sept. 1	Crocker Ranch Maximum Special Tax⁽¹⁾	Stoneridge East Maximum Special Tax⁽¹⁾	Stoneridge Parcel 1 Maximum Special Tax⁽¹⁾	Stoneridge West Maximum Special Tax⁽¹⁾	Total Maximum Special Tax	Total Debt Service*	Debt Service Coverage (Max Special Tax)*
2018	\$1,685,092	\$1,056,409	\$175,260	\$994,501	\$3,911,262	\$3,053,454	1.28x
2019	1,685,092	1,056,409	175,260	994,501	3,911,262	3,048,300	1.28x
2020	1,685,092	1,056,409	175,260	994,501	3,911,262	3,058,100	1.28x
2021	1,685,092	1,056,409	175,260	994,501	3,911,262	3,059,900	1.28x
2022	1,685,092	1,056,409	175,260	994,501	3,911,262	3,053,900	1.28x
2023	1,685,092	1,056,409	175,260	994,501	3,911,262	3,045,300	1.28x
2024	1,685,092	1,056,409	175,260	994,501	3,911,262	3,055,050	1.28x
2025	1,685,092	1,056,409	175,260	994,501	3,911,262	3,059,550	1.28x
2026	1,685,092	1,056,409	175,260	994,501	3,911,262	3,058,800	1.28x
2027	1,685,092	1,056,409	175,260	994,501	3,911,262	3,062,800	1.28x
2028	1,685,092	1,056,409	175,260	994,501	3,911,262	3,056,050	1.28x
2029	1,685,092	1,056,409	175,260	994,501	3,911,262	3,058,800	1.28x
2030	1,685,092	1,056,409	175,260	994,501	3,911,262	3,065,300	1.28x
2031	1,685,092	1,056,409	175,260	994,501	3,911,262	2,935,050	1.33x
2032	1,685,092	--	--	--	1,685,092	1,184,550	1.42x
2033	1,685,092	--	--	--	1,685,092	904,800	1.86x
TOTAL	\$26,961,475	\$14,789,731	\$2,453,640	\$13,923,008	\$58,127,854	\$44,759,704	

(1) Fiscal Year 2016-17 Special Tax on developed residential property per Special Tax Formulas. In addition to the Maximum Special Tax rate set forth in each Special Tax Formula, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults.

Sources: Underwriter and Willdan Financial Services.

* Preliminary; subject to change.

Debt Service Schedule – Individual CFD Bond Coverage Based on Maximum Special Tax. The following table presents a schedule of debt service and debt service coverage for each District’s individual series of CFD Bonds. Debt service coverage is based on the Maximum Special Tax for each District, as shown.

ROSEVILLE FINANCE AUTHORITY
Individual Series of CFD Bonds – Annual Debt Service Schedule
Crocker Ranch CFD, Stoneridge East CFD, Stoneridge Parcel 1 CFD, and Stoneridge West CFD

Year Ending Sept. 1	<u>Crocker Ranch CFD</u>			<u>Stoneridge East CFD</u>			<u>Stoneridge Parcel 1 CFD</u>			<u>Stoneridge West CFD</u>		
	Maximum Special Tax ⁽¹⁾	CFD Bonds Debt Service	Coverage	Maximum Special Tax ⁽¹⁾	CFD Bonds Debt Service	Coverage	Maximum Special Tax ⁽¹⁾	CFD Bonds Debt Service	Coverage	Maximum Special Tax ⁽¹⁾	CFD Bonds Debt Service	Coverage
2018	\$1,686,995	\$1,213,150	1.39x	\$1,343,625	\$970,194	1.38x	\$175,260	\$110,946	1.58x	\$1,017,300	\$759,164	1.34x
2019	1,686,995	1,211,102	1.39x	1,343,625	968,556	1.39x	175,260	110,759	1.58x	1,017,300	757,883	1.34x
2020	1,686,995	1,214,996	1.39x	1,343,625	971,670	1.38x	175,260	111,115	1.58x	1,017,300	760,319	1.34x
2021	1,686,995	1,215,711	1.39x	1,343,625	972,242	1.38x	175,260	111,180	1.58x	1,017,300	760,767	1.34x
2022	1,686,995	1,213,327	1.39x	1,343,625	970,336	1.38x	175,260	110,962	1.58x	1,017,300	759,275	1.34x
2023	1,686,995	1,209,910	1.39x	1,343,625	967,603	1.39x	175,260	110,650	1.58x	1,017,300	757,137	1.34x
2024	1,686,995	1,213,784	1.39x	1,343,625	970,701	1.38x	175,260	111,004	1.58x	1,017,300	759,561	1.34x
2025	1,686,995	1,215,572	1.39x	1,343,625	972,131	1.38x	175,260	111,167	1.58x	1,017,300	760,680	1.34x
2026	1,686,995	1,215,274	1.39x	1,343,625	971,893	1.38x	175,260	111,140	1.58x	1,017,300	760,493	1.34x
2027	1,686,995	1,216,863	1.39x	1,343,625	973,164	1.38x	175,260	111,285	1.57x	1,017,300	761,488	1.34x
2028	1,686,995	1,214,181	1.39x	1,343,625	971,019	1.38x	175,260	111,040	1.58x	1,017,300	759,810	1.34x
2029	1,686,995	1,215,274	1.39x	1,343,625	971,893	1.38x	175,260	111,140	1.58x	1,017,300	760,493	1.34x
2030	1,686,995	1,217,856	1.39x	1,343,625	973,958	1.38x	175,260	111,376	1.57x	1,017,300	762,109	1.33x
2031	1,686,995	1,210,075	1.39x	1,343,625	967,735	1.39x	--	--	--	1,017,300	757,240	1.34x
2032	1,686,995	1,184,550	1.42x	--	--	--	--	--	--	--	--	--
2033	1,686,995	904,800	1.86x	--	--	--	--	--	--	--	--	--
TOTAL	\$26,991,920	\$19,086,425		\$18,810,750	\$13,593,095		\$2,278,380	\$1,443,764		\$14,242,200	\$10,636,420	

(1) Fiscal Year 2016-17 Maximum Special Tax per Special Tax Formulas. In addition to the Maximum Special Tax rate set forth in each Special Tax Formula, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults.
Sources: Underwriter and Willdan Financial Services.

Debt Service Schedule – Individual CFD Bond Coverage Based on Maximum Special Tax – Developed Residential Property. The following table presents a schedule of debt service and debt service coverage for each District's individual series of CFD Bonds, based on developed residential property in each District only. Debt service coverage is based on the Maximum Special Tax for each District, as shown.

ROSEVILLE FINANCE AUTHORITY
Individual Series of CFD Bonds – Annual Debt Service Schedule
Crocker Ranch CFD, Stoneridge East CFD, Stoneridge Parcel 1 CFD, and Stoneridge West CFD
(Developed Residential Property Only)

Year Ending Sept. 1	<u>Crocker Ranch CFD</u>			<u>Stoneridge East CFD</u>			<u>Stoneridge Parcel 1 CFD</u>			<u>Stoneridge West CFD</u>		
	Maximum Special Tax ⁽¹⁾	CFD Bonds Debt Service	Coverage	Maximum Special Tax ⁽¹⁾	CFD Bonds Debt Service	Coverage	Maximum Special Tax ⁽¹⁾	CFD Bonds Debt Service	Coverage	Maximum Special Tax ⁽¹⁾	CFD Bonds Debt Service	Coverage
2018	\$1,685,092	\$1,213,150	1.39x	\$1,056,409	\$970,194	1.09x	\$175,260	\$110,946	1.58x	\$994,501	\$759,164	1.31x
2019	1,685,092	1,211,102	1.39x	1,056,409	968,556	1.09x	175,260	110,759	1.58x	994,501	757,883	1.31x
2020	1,685,092	1,214,996	1.39x	1,056,409	971,670	1.09x	175,260	111,115	1.58x	994,501	760,319	1.31x
2021	1,685,092	1,215,711	1.39x	1,056,409	972,242	1.09x	175,260	111,180	1.58x	994,501	760,767	1.31x
2022	1,685,092	1,213,327	1.39x	1,056,409	970,336	1.09x	175,260	110,962	1.58x	994,501	759,275	1.31x
2023	1,685,092	1,209,910	1.39x	1,056,409	967,603	1.09x	175,260	110,650	1.58x	994,501	757,137	1.31x
2024	1,685,092	1,213,784	1.39x	1,056,409	970,701	1.09x	175,260	111,004	1.58x	994,501	759,561	1.31x
2025	1,685,092	1,215,572	1.39x	1,056,409	972,131	1.09x	175,260	111,167	1.58x	994,501	760,680	1.31x
2026	1,685,092	1,215,274	1.39x	1,056,409	971,893	1.09x	175,260	111,140	1.58x	994,501	760,493	1.31x
2027	1,685,092	1,216,863	1.38x	1,056,409	973,164	1.09x	175,260	111,285	1.57x	994,501	761,488	1.31x
2028	1,685,092	1,214,181	1.39x	1,056,409	971,019	1.09x	175,260	111,040	1.58x	994,501	759,810	1.31x
2029	1,685,092	1,215,274	1.39x	1,056,409	971,893	1.09x	175,260	111,140	1.58x	994,501	760,493	1.31x
2030	1,685,092	1,217,856	1.38x	1,056,409	973,958	1.08x	175,260	111,376	1.57x	994,501	762,109	1.30x
2031	1,685,092	1,210,075	1.39x	1,056,409	967,735	1.09x	--	--	--	994,501	757,240	1.31x
2032	1,685,092	1,184,550	1.42x	--	--	--	--	--	--	--	--	--
2033	1,685,092	904,800	1.86x	--	--	--	--	--	--	--	--	--
TOTAL	\$26,961,475	\$19,086,425		\$14,789,731	\$13,593,095		\$2,278,380	\$1,443,764		\$13,923,008	\$10,636,420	

(1) Fiscal Year 2016-17 Special Tax on developed residential property per Special Tax Formulas. In addition to the Maximum Special Tax rate set forth in each Special Tax Formula, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults.

Sources: Underwriter and Willdan Financial Services.

SECURITY FOR THE BONDS AND SOURCES OF PAYMENT THEREFOR

The Bonds are special obligations of the Authority, payable from and secured by Revenues (as defined herein) of the Authority consisting primarily of payments received by the Authority from the City on the CFD Bonds. Scheduled payments under the CFD Bonds collectively are sufficient to provide the Authority with money to pay the principal of and interest on the Bonds when due. This section provides summaries of the security for the Bonds and certain provisions of the Indenture. See "APPENDIX A – Summary of Certain Provisions of Principal Legal Documents" for a more complete summary of the Indenture. Capitalized terms used but not defined in this section have the meanings given in APPENDIX A.

Limited Obligation

In order to secure the payment of the principal of, premium, if any, and interest on the Bonds in accordance with their terms and the provisions of the Indenture, and subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein, the Authority pledges all of the Revenues and any other amounts held in any fund or account established pursuant to the Indenture, other than amounts on deposit in the Rebate Fund and Surplus Fund. This pledge constitutes a first pledge of and charge and lien upon such assets for the payment of the Bonds in accordance with their terms and will be valid and binding from and after issuance of the Bonds, without any physical delivery thereof or further act. The pledge is also irrevocable until all of the bonds issued under the Indenture are no longer Outstanding.

Under the Indenture, the Authority transfers in trust, grants a security interest in and assigns to the Trustee, for the benefit of the Owners from time to time of the Bonds all of the Revenues and all of the right, title and interest of the Authority in the CFD Bonds, subject to the terms of the Indenture. The Trustee shall be entitled to and shall collect and receive all of the Revenues, and any Revenues collected or received by the Authority shall be deemed to be held, and to have been collected or received, by the Authority as the agent of the Trustee and shall forthwith be paid by the Authority to the Trustee. Subject to the provisions of the Indenture, the Trustee also shall be entitled to and shall take all steps, actions and proceedings reasonably necessary in its judgment to enforce, either jointly with the Authority or separately, all of the rights of the Authority and all of the obligations of the City under the CFD Bonds.

Each series of CFD Bonds is a limited obligation of the City and secured by an irrevocable pledge of certain revenues of the City, consisting primarily of monies received by the City as payment of special taxes levied against taxable property within each respective District which secures such CFD Bonds. Scheduled payments under the CFD Bonds are sufficient to provide the Authority with money to pay the principal of, premium, if any, and interest on the Bonds when due. *No CFD Bonds issued under one CFD Indenture or the pledge of special taxes to pay such CFD Bonds is cross-collateralized to any other CFD Bonds issued under its respective CFD Indenture.*

All obligations of the Authority under the Indenture and the Bonds are special obligations of the Authority, payable solely from and secured by Revenues and the amounts in the funds established by the Indenture (except amounts in the Rebate Fund or Surplus Fund). All obligations of the City under each CFD Indenture are not general obligations of the City, but are limited obligations, payable solely from the special taxes and the funds pledged therefor under such CFD Indenture. Neither the faith and credit of the Authority, the City nor of the State nor any political subdivision thereof is pledged to the payment of the Bonds or CFD Bonds.

Each issue of CFD Bonds is payable solely from and secured solely by the Special Taxes, and the amounts in the Special Tax Fund created with respect to such CFD Bonds (the “**Special Tax Fund**”) under the applicable CFD Indenture. The City is not obligated to advance available surplus funds from the City treasury to cure any deficiency in any Special Tax Fund. Moneys in each respective Special Tax Fund are available only for use with respect to the series of CFD Bonds to which such Special Tax Fund relates.

Revenues and Flow of Funds

Revenues. The Bonds are secured by a first lien on and pledge of all of the Revenues. The Indenture defines “**Revenues**” as follows:

- (a) all amounts received from the CFD Bonds;
- (b) any proceeds of the Bonds originally deposited with the Trustee and all moneys deposited and held from time to time by the Trustee in the funds and accounts established under the Indenture with respect to the Bonds (other than the Rebate Fund and the Surplus Fund); and
- (c) investment income with respect to any moneys held by the Trustee in the funds and accounts established under the Indenture with respect to the Bonds (other than investment income on moneys held in the Rebate Fund or the Surplus Fund).

Collection by the Trustee. The Trustee will collect and receive all of the Revenues, and any Revenues collected or received by the Authority will be deemed to be held, and to have been collected or received, by the Authority as the agent of the Trustee and will forthwith be paid by the Authority to the Trustee. The Trustee also is entitled to, and may take all steps, actions and proceedings reasonably necessary in its judgment to, enforce, either jointly with the Authority or separately, all of the rights of the Authority and all of the obligations of the City under the CFD Bonds.

Under the Indenture, the Trustee is directed to establish, maintain and hold in trust a special fund designated as the “Revenue Fund” and deposit the Revenues, when and as received by the Trustee, therein. All moneys at any time held in the Revenue Fund shall be held in trust for the benefit of the Owners and shall be disbursed, allocated, and applied solely for payment of the Bonds and for any other uses and purposes set forth in the Indenture.

Application of Revenues. For each Bond Year, on each Interest Payment Date and date for redemption of the Bonds, the Trustee will transfer from the Revenue Fund, and deposit into the following respective accounts for the Bonds, the following amounts in the following order of priority, the requirements of each such account (including the making up of any deficiencies in any such account resulting from lack of Revenues sufficient to make any earlier required deposit) at the time of deposit to be satisfied before any transfer is made to any account subsequent in priority:

Interest Account. On each Interest Payment Date and redemption date, the Trustee will deposit in the Interest Account an amount required to cause the aggregate amount on deposit in the Interest Account to equal the amount of interest becoming due and payable on such Interest Payment Date on all Outstanding Bonds or to be paid on the Bonds being redeemed on such date. No deposit need be made into the Interest Account if the amount contained in such

account is at least equal to the interest becoming due and payable upon all Outstanding Bonds on the next succeeding Interest Payment Date or redemption date, as applicable.

All moneys in the Interest Account will be used and withdrawn by the Trustee solely for the purpose of paying interest on the Bonds as it becomes due and payable (including accrued interest on any Bonds redeemed prior to maturity). If the amounts on deposit in the Interest Account on any Interest Payment Date or redemption date are insufficient for any reason to pay the aggregate amount of interest then coming due and payable on the Outstanding Bonds, the Trustee will apply such amounts to the payment of interest on each of the Outstanding Bonds on a pro rata basis.

Principal Account. On each Interest Payment Date and redemption date on which the principal of the Bonds will be payable, the Trustee will deposit in the Principal Account an amount required to cause the aggregate amount on deposit in the Principal Account to equal the principal amount of, and premium (if any) on, the Bonds coming due and payable on such Interest Payment Date, or required to be redeemed on such date; provided, however, that no amount will be deposited to effect a mandatory special redemption unless the Trustee has first received a certificate of an Independent Accountant certifying that such deposit to effect the redemption of the Bonds will not impair the ability of the Authority to make timely payment of the principal of and interest on the Bonds, assuming for such purposes that the City continues to make timely payments on all CFD Bonds not then in default.

All moneys in the Principal Account will be used and withdrawn by the Trustee solely for the purpose of paying the principal of the Bonds at the maturity thereof or upon any earlier redemption thereof.

Deficiencies. If on any Interest Payment Date or date for redemption the amount on deposit in the Revenue Fund is inadequate to make the transfers described above as a result of a payment default on an issue of CFD Bonds, the Trustee will immediately notify the City of the amount needed to make the required deposits. In the event that within 5 Business Days of delivering such notice the Trustee receives additional payments from the City to cure such shortfall, the Trustee will deposit such amounts to the account designated in writing by the City.

Deposit into Rebate Fund. On each Interest Payment Date after making the transfers described above, upon receipt of a Request of the Authority to do so, the Trustee will transfer from the Revenue Fund to the Rebate Fund for deposit in the accounts in the Rebate Fund the amounts specified in such Request.

Surplus Fund. On September 2 of each year, after making the deposits described above, the Trustee will transfer all amounts remaining on deposit in the Revenue Fund to the Surplus Fund. See “–Surplus Fund” below.

Reserve Fund

Under the Indenture, a Reserve Fund will be established for the benefit of the Authority and the Owners of the Bonds. The Trustee will hold the Reserve Fund in trust as a reserve for the payment of the principal of and interest on the Bonds. The Reserve Requirement for the Bonds will initially be satisfied by the delivery of the Reserve Surety by the Insurer to the Trustee on the Closing Date. [[The initial “**Reserve Requirement**” is \$ _____.]] **[Confirm/Update once Reserve Surety obtained.]**

[[The amounts available under the Reserve Surety will be used and withdrawn by the Trustee solely for the purpose of making transfers to the Interest Account and the Principal Account of the Revenue Fund in the event of any deficiency therein. The Trustee will comply with all documentation relating to the Reserve Surety as required to maintain the Reserve Surety in full force and effect and as required to receive payments thereunder if and to the extent required to make any payment when and as required under the Indenture. The Authority will have no obligation to replace the Reserve Surety or to fund the Reserve Fund with cash or any other security if, at any time that the Bonds are Outstanding, amounts are not available under the Reserve Surety.]]

[[Pursuant to the Indenture, the Authority, the City (for each District) and the Trustee will agree to comply with certain provisions regarding the repayment of any draws under the Reserve Surety and the payment of all related reasonable expenses incurred by the Insurer as the provider of the Reserve Surety. To the extent there is a draw on the Reserve Surety, debt service on the CFD Bonds may be available to repay amounts owed _____, as the provider of the Reserve Surety, but only up to each District's Proportionate Share. "**Proportionate Share**" means, as of the date of calculation for any issue of the CFD Bonds, the ratio derived by dividing the outstanding principal amount of such CFD Bonds by the aggregate principal amount of all the Outstanding CFD Bonds. Stoneridge Parcel 1 CFD's initial Proportionate Share is ____%, Stoneridge West CFD's initial Proportionate Share is ____%, Stoneridge East CFD's initial Proportionate Share is ____%, and Crocker Ranch CFD's initial Proportionate Share is ____%. Any reallocation of the Proportionate Share between the Districts is intended to occur only in the event of the optional or extraordinary redemption from prepayments, as applicable, of one or more issuances of the CFD Bonds in accordance with the CFD Indentures. *There is no cross-collateralization of the Reserve Fund; each District will be responsible for repaying draws, if any, on the Reserve Surety up to its Proportionate Share.*]]

See APPENDIX A for a further description of the Reserve Fund and the Reserve Surety.

Surplus Fund

Any amounts transferred to the Surplus Fund will no longer be considered Revenues and are not pledged to repay the Bonds. So long as CFD Bonds are outstanding, on September 3 of each year, after setting aside any amount specified in a Request of the Authority to be transferred to the Administrative Expense Fund for payment of Administrative Expenses, any moneys remaining in the Surplus Fund will be transferred to the City for any lawful purpose.

Additional Bonds and CFD Bonds for Refunding Purposes Only

Additional Bonds. The Authority may issue additional bonds, notes or other indebtedness ("**Additional Bonds**") secured on parity with the Bonds, in such principal amount as determined by the Authority, pursuant to a Supplemental Indenture adopted or entered into by the Authority, so long as the Additional Bonds are issued for the purpose of refunding all or a portion of the Bonds.

Additional CFD Bonds. Under each CFD Indenture and as to each District, the City may by Supplemental Indenture establish one or more additional series of bonds secured under the applicable CFD Indenture, equally and ratably with CFD Bonds previously issued ("**Parity Bonds**"), so long as the Parity Bonds are issued for the purpose of refunding all or a portion of the CFD Bonds or any Parity Bonds then outstanding. See "APPENDIX A – Summary of

Certain Provisions of Principal Legal Documents” for certain additional conditions to issuing Parity Bonds under the CFD Indenture.

SECURITY FOR THE CFD BONDS

*The provisions of the Stoneridge Parcel 1 CFD Indenture, the Stoneridge West CFD Indenture, the Stoneridge East CFD Indenture, and the Crocker Ranch CFD Indenture (each a “**CFD Indenture**”) with respect to security and sources of payment for each series of CFD Bonds are substantially identical, and will be described together in this section except as otherwise set forth below.*

This section contains only a brief description of those provisions of each CFD Indenture. See “APPENDIX A – Summary of Certain Provisions of Principal Legal Documents” for a more complete summary of the CFD Indentures. Capitalized terms used but not defined in this section have the meanings given in APPENDIX A.

Limited Obligation

The CFD Bonds constitute a limited obligation of the City that is secured by a first lien on and pledge of, and is payable solely from, Special Tax Revenues (defined below) collected in each respective District and amounts deposited by the City in each Special Tax Fund. The City’s limited obligation to pay the principal of and interest on the CFD Bonds from Special Tax Revenues collected in each respective District and amounts in each Special Tax Fund is absolute and unconditional.

The CFD Bonds do not constitute a legal or equitable pledge, charge, lien or encumbrance upon the respective District’s or City’s property, or upon any of its income, receipts or revenues, except the Special Tax Revenues collected in the respective District and other amounts in the respective Special Tax Fund.

Except for the Special Tax Revenues for each District, neither the credit nor the taxing power of the City is pledged for the payment of the CFD Bonds or related interest, and no Owner of the Bonds may compel the exercise of taxing power by the City or the forfeiture of any of its property. The principal of and interest on the CFD Bonds is not a debt of the City, the State or any of its political subdivisions within the meaning of any constitutional or statutory limitation or restriction.

Special Tax Revenues; Flow of Funds

Special Tax Revenues. The “**Special Taxes**” for each District are levied and collected according to the Special Tax Formula for that respective District. See “– Special Tax Methodology,” and APPENDIX C-1, APPENDIX C-2, APPENDIX C-3, and APPENDIX C-4.

The “**Special Tax Revenues**” pledged by the City to the CFD Bonds is defined in each CFD Indenture as the proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes.

Allocation of Special Taxes. Except for the portion of any prepayment of Special Taxes to be deposited into the Redemption Account established under the applicable CFD Indenture, the Trustee under each CFD Indenture will, on each date on which the Special Taxes are received from the District, deposit the Special Taxes in the Special Tax Fund to be held in trust for the owners of the respective CFD Bonds. The City will transfer the Special Taxes on deposit in the Special Tax Fund on the dates and in the amounts, in the following order of priority, to:

- (1) The Interest Account of the Special Tax Fund;
- (2) The Principal Account of the Special Tax Fund;
- (3) The Redemption Account of the Special Tax Fund; and
- (4) The Surplus Fund.

The Special Tax is collected in the manner and at the same time as *ad valorem* property taxes are collected and is subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for *ad valorem* property taxes.

No issue of CFD Bonds is secured by Special Taxes from any other District, and each District's Special Taxes are available only to pay debt service on its own CFD Bonds.

Parity CFD Bonds. In each CFD Indenture, the City covenants that it will not issue additional bonds secured by Special Tax Revenues on a parity with the applicable CFD Bonds; however, any such limitation does not prevent the City from issuing such bonds for the purpose of refunding all or a portion of the related CFD Bonds (or bonds previously issued for that purpose).

Priority of Lien. Each installment of the Special Taxes and any interest and penalties thereon constitutes a lien on the parcel of land on which it was imposed until the same is paid. Such lien is co-equal to and independent of the lien for general taxes, any other community facilities district special taxes and special assessment liens. See "THE DISTRICTS— Value-to-Burden Ratios on a Combined Basis—Overlapping Liens" herein.

Covenants of the City

In each CFD Indenture, the City covenants as follows, among other things:

Punctual Payment. It will duly and punctually pay or cause to be paid the principal of and interest on the applicable CFD Bond (and any related Parity Bond) issued under the CFD Indenture, together with the premium, if any, to the extent that Special Tax Revenues and other amounts pledged under the CFD Indenture are available therefor.

Against Encumbrance. It will not mortgage or otherwise encumber, pledge or place any charge upon any of the Special Tax Revenues except as provided in the applicable CFD Indenture, and will not issue any obligation or security having a lien or charge upon the Special Tax Revenues superior to or on a parity with the related CFD Bonds. Nothing in the CFD Indentures prevents the City from issuing or incurring indebtedness which is payable from a pledge of Special Tax Revenues which is subordinate in all respects to the pledge of Special Tax Revenues to repay the related CFD Bond, nor prevents the City from issuing refunding bonds.

Levy of Special Tax. The City shall comply with all requirements of the Act so as to assure the timely collection of Special Taxes, including without limitation, the enforcement of delinquent Special Taxes.

(i) Processing. On or within 5 Business Days of each June 1, the CFD Bonds Trustee shall provide the Finance Director with a notice stating the amount then on deposit in the Special Tax Fund and the other funds and accounts held by the CFD Bonds Trustee under the CFD Indenture, whether or not amounts need to be deposited into the Reserve Fund to increase the amounts on deposit therein to the Reserve Requirement, and informing the City that the Special Taxes need to be levied under the Ordinance as necessary to provide for the Special Tax Requirement (as defined below). The receipt of or failure to receive such notice by the Finance Director shall in no way affect the obligations of the Finance Director under the following two paragraphs, and the CFD Bonds Trustee shall not be liable for failure to provide such notice to the Finance Director. Upon receipt of such notice, the Finance Director shall communicate with the Auditor to ascertain the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits or combinations during the preceding and then current year.

(ii) Levy. The Finance Director shall effect the levy of the Special Taxes each Fiscal Year in accordance with the Ordinance by each August 1 that the CFD Bonds are outstanding, or otherwise such that the computation of the levy is complete before the final date on which Auditor will accept the transmission of the Special Tax amounts for the parcels within the District for inclusion on the next real property tax roll. Upon the completion of the computation of the amounts of the levy, the Finance Director shall prepare or cause to be prepared, and shall transmit to the Auditor, such data as the Auditor requires to include the levy of the Special Taxes on the next real property tax roll.

(iii) Computation. The Finance Director shall fix and levy the amount of Special Taxes within the District in an amount sufficient, together with other amounts on deposit in the Special Tax Fund and available for such purpose, to pay (A) the principal of and interest on the CFD Bonds and any Parity Bonds when due, (B) the administrative expenses, including amounts necessary to discharge any rebate obligation, during such year and (C) any amounts required to replenish the Reserve Fund to the Reserve Requirement (the “**Special Tax Requirement**”), taking into account the balances in such funds and in the Special Tax Fund. The Special Taxes so levied shall not exceed the authorized amounts as provided in the proceedings under the Resolution of Formation.

(iv) Collection. The Special Taxes shall be payable and be collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable, and have the same priority, become delinquent at the same time and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the *ad valorem* taxes on real property.

Commence Foreclosure Proceedings. Under the Act, the City covenants with and for the benefit of the owners of the CFD Bonds that it will order, and cause to be commenced as hereinafter provided, and thereafter diligently prosecute to judgment (unless such delinquency is theretofore brought current), an action in the superior court to foreclose the lien of any Special Tax or installment thereof not paid when due as provided in the following two paragraphs. The Finance Director shall notify the City Attorney of any such delinquency of which the Finance

Director is aware, and the City Attorney shall commence, or cause to be commenced, such proceedings.

On or about October 1 of each Fiscal Year, the Finance Director shall compare the amount of Special Taxes theretofore levied in the CFD to the amount of Gross Taxes theretofore received by the City, and:

(i) Individual Delinquencies. If the Finance Director determines that any single parcel subject to the Special Tax in the District is delinquent in the payment of Special Taxes in the aggregate amount of \$3,000 or more, then the Finance Director shall send or cause to be sent a notice of delinquency (and a demand for immediate payment thereof) to the property owner within 60 days of such determination, and (if the delinquency remains uncured) foreclosure proceedings shall be commenced by the City within 120 days of such determination.

(ii) Aggregate Delinquencies. If the Finance Director determines that the total amount of delinquent Special Tax for the prior Fiscal Year for the entire District, (including the total of delinquencies under subsection (i) above), exceeds 5% of the total Special Tax due and payable for the prior Fiscal Year, the City shall notify or cause to be notified property owners who are then delinquent in the payment of Special Taxes (and demand immediate payment of the delinquency) within 60 days of such determination, and shall commence foreclosure proceedings within 120 days of such determination against each parcel of land in the CFD with a Special Tax delinquency.

Special Tax Methodology

The Special Tax authorized under the Act applicable to land within each District will be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate as described in the respective Special Tax Formulas set forth in APPENDIX C-1, APPENDIX C-2, APPENDIX C-3, and APPENDIX C-4. The following paragraphs in this section summarize certain provisions of the Special Tax Formula for each District. Capitalized terms set forth in this section and not otherwise defined have the meanings set forth in the respective Special Tax Formula.

Stoneridge Parcel 1 CFD. The Stoneridge Parcel 1 CFD Special Taxes are levied in accordance with the Special Tax Formula for Stoneridge Parcel 1 CFD, which is set forth in APPENDIX C-1 and summarized as follows.

Annual Levy. Each year, the City will determine the Annual Costs of the Stoneridge Parcel 1 CFD for the upcoming fiscal year. The “Annual Costs” include the following items (i) debt service on the Bonds; (ii) replenishment of the Reserve Fund; (iii) delinquencies in Special Taxes for the previous fiscal year or anticipated for the current year; (iv) administration of the Stoneridge Parcel 1 CFD; and (v) pay-as-you-go expenditures for authorized improvements, which includes reimbursements to the Developer or others for expenditures for costs of the Improvements not funded from Bond proceeds. The Annual Costs are the basis for the amount of Special Tax to be levied within the Stoneridge Parcel 1 CFD. In no event may the City levy a Special Tax in any year above the Maximum Special Tax identified for each parcel in the Special Tax Formula.

Parcels Subject to the Special Tax. The City will prepare a list of the parcels subject to the Special Tax using the records of the City and the County Assessor. The City will tax all parcels within the Stoneridge Parcel 1 CFD except tax-exempt parcels as described in the Special Tax Formula.

Assignment of Maximum Special Tax. The Special Tax Formula describes in detail the precise method for assigning the Maximum Special Tax to parcels within the Stoneridge Parcel 1 CFD, which generally provides that each year the City will use the definitions contained in the Special Tax Formula to classify each parcel as tax-exempt or taxable. The Special Tax Formula assigns a total maximum tax to the existing Original Parcels and then reallocates the tax to Successor Parcels based on pro rata share of net developable area. A final map for the property in the Stoneridge Parcel 1 CFD creating 127 single-family lots was recorded on September 8, 1999 and the resulting annual Maximum Special Tax for the Stoneridge Parcel 1 CFD is \$175,260, or \$1,380 per lot. Such amount was levied beginning in the 1999-2000 fiscal year.

Termination of the Special Tax. The Special Tax will be levied and collected for as long as needed to pay the Annual Costs, which include the principal and interest on bonds of the Stoneridge Parcel 1 CFD. The Special Tax Formula provides that the Special Tax may not be levied on any parcel in the Stoneridge Parcel 1 CFD after fiscal Year 2030-31. When all Annual Costs incurred by the Stoneridge Parcel 1 CFD have been paid, the Special Tax will cease to be levied.

Prepayment of the Special Tax. The Special Tax Formula does not provide that landowners may permanently satisfy all or a portion of the Special Tax by a cash settlement with the City.

For the complete text of the Special Tax Formula for Stoneridge Parcel 1 CFD, see APPENDIX C-1.

Stoneridge West CFD. The Stoneridge West CFD Special Taxes are levied in accordance with the Special Tax Formula for Stoneridge West CFD, which is set forth in APPENDIX C-2 and summarized as follows.

Annual Levy. Each year, the City will determine the Annual Costs of the Stoneridge West CFD for the upcoming fiscal year. The “Annual Costs” include (i) debt service on the Bonds; (ii) administrative expenses and County fees; (iii) any amounts needed to replenish bond reserve funds and to pay for delinquencies in Special Taxes for the previous Fiscal Year or anticipated for the current year; and (iv) pay-as-you-go expenditures for authorized improvements. The Annual Costs are the basis for the amount of Special Tax to be levied within the Stoneridge West CFD. In no event may the City levy a Special Tax in any year above the Maximum Annual Special Tax identified for each parcel in the Special Tax Formula.

The Special Tax will be levied each year by comparing the Annual Costs to the Maximum Annual Special Tax Revenue to be generated by all Taxable Parcels; if the Annual Costs are less than the Maximum Annual Special Tax Revenue, the Special Tax levy will be decreased proportionately for each Taxable Parcel until the Special Tax revenue equals the Annual Costs.

Parcels Subject to the Special Tax. The City will prepare a list of the parcels subject to the Special Tax using the records of the City and the County Assessor. The City will tax all parcels within the Stoneridge West CFD except “Tax-Exempt” parcels as described in the Special Tax Formula.

Assignment of Maximum Annual Special Tax. The Special Tax Formula describes in detail the precise method for assigning the Maximum Annual Special Tax to parcels within the Stoneridge West CFD, which generally provides that each year the City will use the definitions contained in the Special Tax Formula to classify each Taxable Parcel as an “Original Parcel” (meaning a County Assessor’s parcel existing at the time the Stoneridge West CFD was formed) or a “Successor Parcel” (meaning a County Assessor’s parcel formed by the subsequent subdivision of (or lot line adjustment involving) an Original Parcel or a larger Successor Parcel). The Special Tax Formula assigns a total maximum Special Tax to the existing Original Parcels, and (a) allocates the Special Tax to single-family residential or individually owned residential condominium Successor Parcels by dividing the maximum Special Tax assigned to the respective Original Parcel by the actual number of lots or individually owned residential condominium units realized by such subdivision, and (b) allocates the Special Tax to multi-family and non-residential Successor Parcels (and Successor Parcels that do not create final residential lots) based on the square footage of the Successor Parcel in question as a percentage of the square footage of all Successor Parcels resulting from the same Original Parcel. Currently no multi-family parcels are contemplated for the Stoneridge West CFD. In each case the assignment of the maximum Special Tax is subject to potential transfers and other adjustments set forth in the Special Tax Formula.

Termination of the Special Tax. The Special Tax will be levied and collected for as long as needed to pay Annual Costs, which include the principal and interest on the bonds of the Stoneridge West CFD. The Special Tax Formula provides that the Special Tax may not be levied on any parcel in the Stoneridge West CFD after fiscal Year 2035-36. When all Annual Costs incurred by the Stoneridge West CFD have been paid, the Special Tax will cease to be levied.

Prepayment of the Special Tax. The Special Tax Formula provides that landowners may permanently satisfy all or a portion of the Special Tax by a cash settlement with the City, subject to the conditions set forth in the Special Tax Formula, including the condition that the Parcel whose Special Tax is to be prepaid is either (i) a whole Specific Plan Parcel greater than one acre, (ii) a Successor Parcel greater than ten acres, or (iii) a Final Use Parcel. The prepayment amount will be established using the formula set forth in the Special Tax Formula, which is generally based on the Parcel’s share of the outstanding Bonds, the Reserve Fund, fees, call premiums, negative arbitrage and any expenses incurred by the City in connection with the prepayment.

For the complete text of the Special Tax Formula for Stoneridge West CFD, see APPENDIX C-2.

Stoneridge East CFD. The Stoneridge East CFD Special Taxes are levied in accordance with the Special Tax Formula for Stoneridge East CFD, which is set forth in APPENDIX C-3 and summarized as follows.

Annual Levy. Each year, the City will determine the Annual Costs of the Stoneridge East CFD for the upcoming fiscal year. The “Annual Costs” include the following items (i) debt service on the Bonds; (ii) replenishment of the Reserve Fund; (iii) delinquencies in Special Taxes for the previous fiscal year or anticipated for the current year; (iv) administration of the Stoneridge East CFD; and (v) pay-as-you-go expenditures for authorized improvements. The Annual Costs are the basis for the amount of Special Tax to be levied within the Stoneridge East CFD. In no event may the City levy a Special Tax in any year above the Maximum Special Tax identified for each parcel in the Special Tax Formula.

Parcels Subject to the Special Tax. The City will prepare a list of the parcels subject to the Special Tax using the records of the City and the County Assessor. The City will tax all parcels within the Stoneridge East CFD except tax-exempt parcels as described in the Special Tax Formula.

Assignment of Maximum Special Tax. The Special Tax Formula describes in detail the precise method for assigning the Maximum Special Tax to parcels within the Stoneridge East CFD, which generally provides that each year the City will use the definitions contained in the Special Tax Formula to classify each parcel as tax-exempt or taxable. The Special Tax Formula assigns a total maximum tax to the existing Original Parcels and then reallocates the tax to Successor Parcels based on the actual number of lots realized by such subdivision, subject to potential transfers and other adjustments.

Termination of the Special Tax. The Special Tax will be levied and collected for as long as needed to pay the Annual Costs, which include principal and interest on bonds of the Stoneridge East CFD. The Special Tax Formula provides that the Special Tax may not be levied on any parcel in the Stoneridge East CFD after fiscal Year 2035-36. When all Annual Costs incurred by the Stoneridge East CFD have been paid, the Special Tax will cease to be levied.

Prepayment of the Special Tax. The Special Tax Formula provides that landowners may permanently satisfy all or a portion of the Special Tax by a cash settlement with the City, provided the Parcel is either (i) a whole Specific Plan Parcel greater than one acre, (ii) a Successor Parcel greater than ten acres, or (iii) a Final Use Parcel (as those terms are defined in the Special Tax Formula).

For the complete text of the Special Tax Formula for Stoneridge West CFD, see APPENDIX C-3.

Crocker Ranch CFD. The Crocker Ranch CFD Special Taxes are levied in accordance with the Special Tax Formula for Crocker Ranch CFD, which is set forth in APPENDIX C-4 and summarized as follows.

Annual Levy. Each year, the City will determine the Annual Costs of the Crocker Ranch CFD for the upcoming fiscal year. The “Annual Costs” include (i) debt service on the Bonds; (ii) administrative expenses and County fees; (iii) any amounts needed to replenish bond reserve funds and to pay for delinquencies in Special Taxes for the previous Fiscal Year or anticipated for the current year; and (iv) pay-as-you-go expenditures for authorized improvements. The Annual Costs are the basis for the amount of Special Tax to be levied within the Crocker Ranch CFD. In no event may the

City levy a Special Tax in any year above the Maximum Annual Special Tax identified for each parcel in the Special Tax Formula.

Parcels Subject to the Special Tax. The City will prepare a list of the parcels subject to the Special Tax using the records of the City and the County Assessor. The City will tax all parcels within the Crocker Ranch CFD except “Tax-Exempt” parcels as described in the Special Tax Formula.

Tax Zone 1 and Tax Zone 2 Parcels. The Special Tax Formula classifies the property in the Crocker Ranch CFD as being within “Tax Zone 1,” which is all property south of the North Branch of Pleasant Grove Creek and “Tax Zone 2,” which is all property north of the creek. The Special Tax Formula provides that the Special Tax will be levied against property in the Crocker Ranch CFD up to the maximum in the following order: (i) Developed Parcels in Tax Zone 1 and Tax Zone 2, (ii) Large Lot Parcels in Zone 1, (iii) Large Lot Parcels in Zone 2, (iv) Undeveloped Parcels in Tax Zone 1 and (v) Undeveloped Parcels in Tax Zone 2. “Developed Parcels” are defined as single family residential property subject to a final small lot subdivision map for which a building permit has been issued. “Large Lot Parcels” are the planned Large Lot Parcels by land use as identified in the North Roseville Specific Plan Phase 2 and Phase 3, or parcels subsequently created by Large Lot Subdivision Maps. An “Undeveloped Parcel” is any parcel subject to the Special Tax which is not a Developed Parcel or a Large Lot Parcel. The Special Tax Formula describes in detail the precise method for assigning the Maximum Annual Special Tax to parcels within the Crocker Ranch CFD, which generally provides that by August 1 of each year the City will use the definitions contained in the Special Tax Formula to classify each Taxable Parcel as a Developed Parcel, a Large Lot Parcel or an Undeveloped Parcel and the Special Tax assigned in the amount shown in a schedule attached to the Special Tax Formula.

Annual Special Tax Levy. The Special Tax will be levied each year by comparing the Annual Costs to the Maximum CFD Revenue to be generated by all Taxable Parcels; if the Annual Costs are less than the Maximum CFD Revenue, the Special Tax levy will be decreased proportionately for each Taxable Parcel until the Special Tax revenue equals the Annual Costs.

Termination of the Special Tax. The Special Tax will be levied and collected for as long as needed to pay the principal and interest on the Bonds and other costs incurred in order to construct the authorized Crocker Ranch CFD-funded facilities and to pay the Annual Costs. The Special Tax Formula provides that the Special Tax may not be levied on any parcel in the Crocker Ranch CFD after fiscal Year 2035-36. When all Annual Costs incurred by the Crocker Ranch CFD have been paid, the Special Tax will cease to be levied.

Prepayment of the Special Tax. The Special Tax Formula provides that landowners may permanently satisfy all or a portion of the Special Tax by a cash settlement with the City, subject to the conditions set forth in the Special Tax Formula, including the condition that the Parcel whose Special Tax is to be prepaid is either (i) a whole Specific Plan Parcel greater than one acre, or (ii) a Final Use Parcel. The prepayment amount will be established using the formula set forth in the Special Tax Formula, which is generally based on the Parcel’s share of the outstanding Bonds, the

Reserve Fund, fees, call premiums, negative arbitrage and any expenses incurred by the City in connection with the prepayment.

For the complete text of the Special Tax Formula for Crocker Ranch CFD, see APPENDIX C-4.

Limitation on Maximum Annual Special Tax Rate. The annual levy of the Special Tax is subject to the maximum annual Special Tax rate authorized in the Special Tax Formula. The levy cannot be made at a higher rate even if the failure to do so means that the estimated proceeds of the levy and collection of the Special Tax, together with other available funds, will not be sufficient to pay debt service on the Bonds.

In addition to the maximum annual Special Tax rate limitation in the Special Tax Formula, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such fiscal year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the Bonds.

Priority of Lien. The principal of and interest on the CFD Bonds is payable from the Special Tax authorized to be collected within each respective District, and payment of the Special Tax is secured by a lien on certain real property within such District. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in the District. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within such District.

Private liens, such as deeds of trust securing loans obtained by owners of property in the District, may be placed upon property in the District at any time. Under State law, the Special Taxes have priority over all existing and future private liens imposed on property subject to the lien of the Special Taxes.

Parcels in the Districts are subject to a bonded special tax lien and non-bonded special taxes and assessments for services. See "THE DISTRICTS" and APPENDIX D-1, APPENDIX D-2, APPENDIX D-3, and APPENDIX D-4.

Limited Obligation Upon Delinquency. ALL OBLIGATIONS OF THE AUTHORITY UNDER THE INDENTURE AND THE BONDS ARE SPECIAL OBLIGATIONS OF THE AUTHORITY, PAYABLE SOLELY FROM AND SECURED BY THE REVENUES AND THE AMOUNTS IN THE REVENUE FUND AND OTHER FUNDS PLEDGED THEREFOR UNDER THE INDENTURE. EACH ISSUE OF CFD BONDS ARE LIMITED OBLIGATION BONDS UNDER THE ACT AND ARE PAYABLE SOLELY FROM AND ARE SECURED SOLELY BY THE SPECIAL TAXES AND THE AMOUNTS IN THE SPECIAL TAX FUND AND OTHER FUNDS PLEDGED THEREFOR UNDER THE APPLICABLE CFD INDENTURE.

The Authority and the City have no obligation to advance moneys to pay bond debt service in the event of delinquent special taxes. Bondowners should not rely upon the City to advance moneys to the Special Tax Fund. Notwithstanding the foregoing, the City may, at its sole option and in its sole discretion, elect to advance available surplus funds of the City to pay for any delinquent Special Taxes pending sale, reinstatement, or redemption of any delinquent property.

THE DISTRICTS

Introduction

Set forth in this section is certain information describing the Districts on a combined basis. Information on each District is shown on a separate basis in APPENDIX D-1, APPENDIX D-2, APPENDIX D-3, and APPENDIX D-4. Although the Authority believes the information with respect to the Districts in the aggregate is relevant to an informed decision to purchase the Bonds, investors should be aware that the **debt service on one issue of CFD Bonds may not be used to make up any shortfall in the debt service on any other issue of CFD Bonds**. Moreover, the parcels in each of the Districts are taxed according to that respective District's specific Special Tax Formula. The Special Tax Formulas for each District is set forth in Appendix C-1, Appendix C-2, Appendix C-3, and Appendix C-4.

Furthermore, potential investors should be aware that Special Taxes are levied against individual parcels within each District, and therefore any individual parcel in a District may have a value-to-lien ratio which is less than the overall value-to-lien for such District, or less than the value-to-lien of the Districts on a combined basis. In particular, an individual parcel which is undeveloped may have a value-to-lien ratio of less than 1 to 1. See "SECURITY FOR THE BONDS AND SOURCES OF PAYMENT THEREFOR."

Property in the Districts is comprised predominantly of single-family residential homes. See APPENDIX D-1, APPENDIX D-2, APPENDIX D-3, and APPENDIX D-4 for additional details.

Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the parcels within the Districts, and the owners have made no commitment to pay the principal of or interest on the CFD Bonds or the Bonds or to support payment of the CFD Bonds or the Bonds in any manner. There is no assurance that the owners have the ability to pay the special taxes or that, even if they have the ability, they will choose to pay such taxes. An owner may elect to not pay the special taxes when due and cannot be legally compelled to do so. Neither the City nor any Bondholder will have the ability at any time to seek payment from the owners of property within the Districts of any special tax or any principal or interest due on the CFD Bonds or the Bonds, or the ability to control who becomes a subsequent owner of any property within the Districts.

Description of the Districts

Stoneridge Parcel 1 CFD, which is approximately 35 acres, is located at the southerly apex of the Stoneridge Specific Plan area and is bounded by Roseville Parkway to the west and south and Olympus Drive to the east and south. This District includes 127 taxable parcels consisting entirely of developed residential property. For more information on Stoneridge Parcel 1 CFD, see APPENDIX D-1.

Stoneridge West CFD, which is approximately 224 gross acres, is located in the easterly portion of the City, west of Sierra College Boulevard, north of Olympus Drive, east of Roseville Parkway and south of Secret Ravine Parkway. This District encompasses 726 taxable parcels, which include primarily developed residential property and some commercial property. For more information on Stoneridge West CFD, see APPENDIX D-2.

Stoneridge East CFD, which is approximately 501 gross acres, is in the easterly portion of the City, west of Sierra College Boulevard, north of Olympus Drive, east of Roseville Parkway and south of the Rocklin/Roseville city limits. There are 1,024 taxable parcels in this District, most of which are developed residential properties with some commercial property. For more information on Stoneridge East CFD, see APPENDIX D-3.

Crocker Ranch CFD, which is approximately 247 acres, is contiguous to the City's northwest border and is bordered by Blue Oaks Boulevard on the south and Fiddymont Road on the east. Crocker Ranch CFD is located approximately one and one-quarter miles west of State Highway 65 via Blue Oaks Boulevard. This District contains 1,155 taxable parcels consisting primarily of developed residential property with some commercial property. For more information on Crocker Ranch CFD, see APPENDIX D-4.

Assessed Values on a Combined Basis

Property Values. The value of the land within the Districts is a critical factor in determining the investment quality of the Bonds. If a property owner defaults on the payment of a Special Tax, the City's only remedy is to foreclose on the delinquent property in an attempt to obtain funds with which to pay the delinquent Special Taxes. See "SECURITY FOR THE CFD BONDS – Covenants of the City" and "RISK FACTORS – Bankruptcy Delays." Reductions in District property values due to a downturn in the economy, natural disasters such as earthquakes or floods, stricter land use regulations or other events could have an adverse impact on the security for payment of the Special Taxes, which in turn could have an adverse impact on the security for payment of the Bonds.

The Special Tax is levied on each taxable parcel within the Districts and only the respective individual parcel is responsible for such Special Tax. In comparing the aggregate value of the taxable property within the Districts and the principal amount of the Bonds, it should be noted that only the Assessor's parcel of real property upon which there is a delinquent Special Tax can be foreclosed upon. All of the taxable property within the Districts cannot be foreclosed upon as a whole to pay delinquent Special Taxes unless all of the property is subject to delinquent Special Taxes. Individual parcels may be foreclosed upon to pay delinquent Special Taxes levied against such parcels only. See "SECURITY FOR THE CFD BONDS" and "RISK FACTORS."

The principal amount of the CFD Bonds is not allocated pro-rata among the parcels within the Districts; rather, the annual Special Taxes for the Districts are billed annually for each taxable parcel within the Districts in accordance with the applicable Special Tax Formula. Upon sale of developed parcels, the buyer typically acquires the property subject to the unpaid portion of any general taxes and special taxes levied against the parcel purchased. General taxes and special taxes are not required to be removed from the property and are not required to be, but may be, paid off in full upon transfer of property or upon development of the property.

Assessed Value. Article XIII A of the California Constitution (Proposition 13) defines “full cash value” to mean “the county assessor's valuation of real property as shown on the 1975-76 bill under ‘full cash value’, or, thereafter, the appraised value of real property when purchased or newly constructed or when a change in ownership has occurred after the 1975 assessment,” subject to exemptions in certain circumstances of property transfer or reconstruction. The “full cash value” is subject to annual adjustment to reflect increases, not to exceed 2 percent for any year, or decreases in the consumer price index or comparable local data, or to reflect reductions in property value caused by damage, destruction or other factors.

Because of the general limitation to 2 percent per year in increases in full cash value of properties which remain in the same ownership, the county tax roll does not reflect values uniformly proportional to actual market values. No assurance can be given that should a parcel with delinquent Special Taxes be foreclosed and sold for the amount of the delinquency, that any bid will be received for such property, or if a bid is received that such bid will be sufficient to pay such delinquent installments.

2016-17 Assessed Values on Combined Basis. The City has obtained the “full cash” assessed values of all of the taxable parcels in the Districts, as established by the County Assessor for Fiscal Year 2016-17 (herein, the “**Assessed Valuation**”). The estimated total Assessed Valuation of the taxable parcels in the Stoneridge Parcel 1 CFD (127 levied parcels) is \$75,681,307, the estimated total Assessed Valuation of the taxable parcels in the Stoneridge West CFD (726 levied parcels) is \$474,193,781, the estimated total Assessed Valuation of the taxable parcels in the Stoneridge East CFD (1,024 levied parcels) is \$459,802,678, and the estimated total Assessed Valuation of the taxable parcels in the Crocker Ranch CFD (1,155 levied parcels) is \$520,965,935, for a combined total valuation (3,032 levied parcels) of \$1,530,643,701, as summarized in the table below.

Historical Assessed Valuations. The table below shows a five-year history of assessed valuations of the property that was levied a Special Tax in each Fiscal Year in the Districts on a combined basis.

ROSEVILLE FINANCE AUTHORITY Historical Assessed Valuation – The Districts in Aggregate

Fiscal Year	No. of Parcels	Total Assessed Value⁽¹⁾	% Change in Total Assessed Value
2012-13	2,652	\$1,041,149,396	-- %
2013-14	2,652	1,159,481,940	11.4
2014-15	2,842	1,305,465,456	12.6
2015-16	2,951	1,439,468,364	10.3
2016-17	3,032	1,530,643,701	6.3

(1) Total of land and structure assessed values.

Source: Placer County, as compiled by Willdan Financial Services.

Value-to-Lien Ratios on a Combined Basis

Direct Debt Value to Lien Ratios. The aggregate Assessed Valuation of taxable property in the Districts is \$1,530,643,701 (consisting solely of assessed land value and structure value), which is approximately 41 times the \$37,615,500 aggregate principal amount of the CFD Bonds (not including overlapping debt) that will be outstanding as of September 30, 2017.

Overlapping Debt Value to Lien Ratios. The aggregate Assessed Valuation of taxable property in the Districts is \$1,530,643,701 (consisting solely of assessed land value and structure value), which is approximately 33 times the \$46,276,809 total direct and overlapping debt in the Districts (based on the amount of CFD Bonds that will be outstanding as of September 30, 2017 and overlapping bonded debt as of April 1, 2017)..

The following tables set forth the assessed value-to-lien ratios for the Districts on a combined basis, based upon Assessed Valuation of taxable property and the principal amounts of the CFD Bonds, and direct and overlapping debt. Potential investors should note that the Special Taxes levied and collected in one District secure only the issue of CFD Bonds issued on behalf of such District, and additional Special Taxes cannot be levied in one District to compensate for nonpayment of Special Taxes in any other District.

For value-to-lien ratios for property in each of the Districts shown on a separate basis, see APPENDIX D-1, APPENDIX D-2, APPENDIX D-3, and APPENDIX D-4.

Value-to-Lien Ratios by Range. The following table summarizes the combined value-to-lien ratios of all property in the Districts against the CFD Bonds and overlapping debt in the Districts, by value-to-lien ratio ranges. For value-to-lien ratios by range shown on a separate basis for each District, see APPENDIX D-1, APPENDIX D-2, APPENDIX D-3, and APPENDIX D-4.

ROSEVILLE FINANCE AUTHORITY
Summary Value-to-Lien Ratios by Range – The Districts Combined

Value to Lien Ratio Category	Number of Parcels	Total 2016-17 Assessed Value	Total 2016-17 Special Tax	Direct CFD Bonded Debt ⁽¹⁾	% of Total CFD Bonded Debt	Overlapping Debt	Total Direct & Overlapping Debt	Value to Direct & Overlapping Debt
Greater than 50:1	90	\$112,859,096	134,705	\$1,389,333	3.7%	\$638,757	\$2,028,089	55.65
40:1 to 49.99:1	652	417,425,716	696,478	7,271,450	19.3	2,331,538	9,602,988	43.47
30:1 to 39.99:1	1289	670,352,558	1,452,036	15,151,447	40.3	3,811,441	18,962,889	35.35
20:1 to 29.99:1	738	307,307,084	967,962	9,834,471	26.1	1,750,580	11,585,051	26.53
10:1 to 19.99:1	86	19,594,695	99,386	1,041,949	2.8	111,279	1,153,228	16.99
5:1 to 9.99:1	18	1,368,878	16,832	164,065	0.4	7,811	171,875	7.96
0:1 to 4.99:1	159	1,735,674	287,287	2,762,785	7.3	9,904	2,772,689	0.63
Total	3,032	\$1,530,643,701	\$3,654,687	\$37,615,500	100.0%	\$8,661,309	\$46,276,809	33.08

(1) The par amount of the CFD Bonds has been allocated based upon each parcel's proportionate share of the aggregate local obligation debt that will be outstanding as of September 30, 2017.

Source: Assessed Values - Placer County 2016-17 Secured Property Roll, as compiled by Willdan Financial Services.

Value-to-Lien Ratios by Development Category. The following table summarizes the combined value-to-lien ratios of all property in the Districts against the CFD Bonds, displayed on a development category basis. For value-to-lien ratios by development category for property in each of the Districts shown on a separate basis, see APPENDIX D-1, APPENDIX D-2, APPENDIX D-3, and APPENDIX D-4.

ROSEVILLE FINANCE AUTHORITY
Value-to-Lien Ratios by Development Category – The Districts Combined

Development Category	No. of Parcels Levied	Total 2016-17 Assessed Value	Total 2016-17 Special Tax	Direct CFD Bonded Debt⁽¹⁾	% of Bonded Debt	Total Direct & Overlapping Debt	Value-to-Lien	Value to Direct & Overlapping Debt
<u>Single-Family Residential:</u>								
Developed	2,878	\$1,481,887,726	\$3,316,831	\$34,334,189	91.3%	\$42,716,877	43.16	34.69
Undeveloped	<u>153</u>	<u>4,184,023</u>	<u>284,680</u>	<u>2,771,627</u>	<u>7.4</u>	<u>2,795,501</u>	<u>1.51</u>	<u>1.50</u>
<i>Single-Family Residential Total</i>	<i>3,031</i>	<i>\$1,486,071,749</i>	<i>\$3,601,511</i>	<i>\$37,105,815</i>	<i>98.7%</i>	<i>\$45,512,377</i>	<i>40.05</i>	<i>32.65</i>
 <u>Multi-Family Residential:</u>								
Developed	<u>1</u>	<u>\$44,571,952</u>	<u>\$53,175</u>	<u>\$509,685</u>	<u>1.4%</u>	<u>\$764,432</u>	<u>87.45</u>	<u>58.31</u>
<i>Multi-Family Residential Total</i>	<i>1</i>	<i>\$44,571,952</i>	<i>\$53,175</i>	<i>\$509,685</i>	<i>1.4%</i>	<i>\$764,432</i>	<i>87.45</i>	<i>58.31</i>
 Total	3,032	\$1,530,643,701	\$3,654,687	\$37,615,000	100.0%	\$46,276,809	40.69	33.08

(1) The par amount of the CFD Bonds has been allocated based upon each parcel's proportionate share of the aggregate local obligation debt that will be outstanding as of September 30, 2017.
Source: Assessed Values – Placer County 2016-17 Secured Property Roll, as compiled by Willdan Financial Services.

Value-to-Lien Ratios for Top Ten Taxpayers. The following table summarizes the combined value-to-lien ratios of the top ten taxpayers of property in the Districts against the CFD Bonds. For value-to-lien ratios for the top ten taxpayers of property in each of the Districts shown on a separate basis, see APPENDIX D-1, APPENDIX D-2, APPENDIX D-3, and APPENDIX D-4.

ROSEVILLE FINANCE AUTHORITY
Assessed Values and Value-to-Lien Ratios for Top Ten Taxpayers – The Districts Combined

Property Owner	No. of Parcels Levied	2016-17 Assessed Values			Direct Bonded Debt ⁽¹⁾	% of Total CFD Bonded Debt	Value-to- Lien Ratio
		Land	Structure	Total			
Elliott Homes Inc.	172	\$1,339,884	\$2,720,499	\$4,060,383	\$2,852,274	7.58	1.42
Forest Cove 388 LLC	1	5,547,912	39,024,040	44,571,952	509,685	1.35	87.45
Merchant Mahmood & Merchant Amina Tr	3	416,345	1,397,562	1,813,907	46,524	0.12	38.99
Conrad Ethan	3	317,417	1,166,357	1,483,774	46,524	0.12	31.89
Razavi Seyed Mohammad Sadat & Teymourian	4	588,879	1,704,272	2,293,151	42,253	0.11	54.27
Tim Lewis Communities	3	91,534	0	91,534	40,650	0.11	2.25
Chauhan Krishan & Pal	2	195,537	616,893	812,430	31,016	0.08	26.19
39Th Street Properties LLC	2	500,000	0	500,000	28,019	0.07	17.84
Cepel Albert L & Cepel Carol A Tr	2	308,225	1,142,185	1,450,410	27,849	0.07	30.43
Moore David J & Moore Maureen C Tr	2	208,358	638,975	847,333	27,744	0.07	52.28
<i>Subtotal</i>	<i>194</i>	<i>\$9,514,091</i>	<i>\$48,410,783</i>	<i>\$57,924,874</i>	<i>\$3,652,539</i>	<i>9.71%</i>	<i>15.86</i>
All Other Taxpayers	2,838	397,039,191	1,075,679,636	1,472,718,827	33,962,961	90.29	43.36
Total	3,032	\$406,553,282	\$1,124,090,419	\$1,530,643,701	\$37,615,500	100.00%	40.69

(1) The par amount of the CFD Bonds has been allocated based upon each parcel's proportionate share of the aggregate local obligation debt that will be outstanding as of September 30, 2017.
Source: Assessed Values – Placer County 2016-17 Secured Property Roll, as compiled by Willdan Financial Services.

Ongoing Development by Elliott Homes in Stoneridge East CFD. As shown in the table above, as of the January 1, 2016 lien date for the 2016-17 County property tax roll, Elliot Homes owned 172 parcels, all of which are located in Stoneridge East CFD. Of those 172 parcels, 170 were single-family residential lots and 2 were large-lot parcels expected to be subdivided into 149 single-family residential lots. As of the January 1, 2016 lien date, 36 of Elliot's 172 parcels showed assessed structure value of about \$2.7 million. As of April 2017, according to County ownership records, 68 of the 170 single-family residential lots owned by Elliott Homes as of January 1, 2016 had been sold to individual homeowners and the 2 large-lot parcels had been subdivided into 149 single-family residential lots. In addition, according to the City's building department, as of April 2017, building permits had been issued with respect to all but 9 of the remaining 102 single family lots that were owned by Elliott Homes as of January 1, 2016. These building permits have a total building valuation of approximately \$23.8 million. With respect to the more recently subdivided 149 single-family lots, 4 building permits were issued in September of 2016.

Delinquencies on a Combined Basis

The following table summarizes the historical collection and delinquency information of property in the Districts, on a combined basis, for 2011-12 through 2016-17 (1st installment). For historical collection and delinquency information on each of the Districts on a separate basis, see APPENDIX D-1, APPENDIX D-2, APPENDIX D-3, and APPENDIX D-4.

ROSEVILLE FINANCE AUTHORITY Special Tax Levies, Delinquencies and Delinquency Rates – The Districts Combined Fiscal Years 2011-12 to 2016-2017 (1st Installment)

Fiscal Year	Annual Special Taxes Levied	No. of Parcels Levied	As of Each Fiscal Year End ⁽¹⁾				As of February 16, 2017			
			Amount Collected ⁽²⁾	Amount Delinquent ⁽²⁾	No. of Parcels Delinquent	% Levy Delinquent	Remaining Amount Collected ⁽²⁾	Remaining Amount Delinquent ⁽²⁾	Remaining No of Parcels Delinquent	% Levy Delinquent
2011-12	\$3,981,948	2,566	\$3,915,757	\$66,191	72	1.66%	\$64,847	\$1,344	1	0.03%
2012-13	3,812,386	2,652	3,761,273	51,113	60	1.34	51,113	0	0	0.00
2013-14	3,878,908	2,652	3,833,976	44,932	49	1.16	41,640	3,292	3	0.08
2014-15	3,902,438	2,842	3,880,548	21,890	26	0.56	19,232	2,658	2	0.07
2015-16	3,630,478	2,951	3,599,884	30,594	43	0.84	27,083	3,511	4	0.10
2016-17 ⁽³⁾	3,654,687	3,032	1,812,520	14,823	25	0.41	0	14,823	25	0.41

(1) Delinquency information as of May or June of the fiscal year in which the Special Taxes were levied, except for the first installment of fiscal year 2016-17 as noted below.

(2) Delinquent amounts and collections shown above do not include penalties, interest or fees.

(3) The above fiscal year 2016-17 delinquency information reflects the collection of the first installment only, as the second installment collection data is not yet available. The percent levy delinquent for fiscal year 2016-17 reported above was calculated using the combined first installment delinquent amount of \$6,615 and one-half of the combined fiscal year 2016-17 Special Tax Levy amount shown above.

Source: Placer County Tax Collector, as compiled by Willdan Financial Services.

RISK FACTORS

The purchase of the Bonds described in this Official Statement involves a degree of risk that may not be appropriate for some investors. The following includes a discussion of some of the risks that should be considered before making an investment decision.

Limited Obligation to Pay Debt Service

The Bonds. The Bonds are special obligations of the Authority payable solely from and secured solely by the Revenues, consisting primarily of debt service on the CFD Bonds, and other amounts held and pledged therefor under the Indenture. The Authority has no obligation to pay principal of or interest on the Bonds if the Revenues and the amounts in the other funds pledged for the Bonds, including the Reserve Fund, are insufficient pay the debt service on the Bonds. The Authority is not obligated to advance funds to pay debt service on the Bonds.

The CFD Bonds. The City has no obligation to pay principal of or interest on the CFD Bonds if Special Tax collections are delinquent or insufficient, including funds derived from the foreclosure and sale of parcels for Special Tax delinquencies, to pay the debt service on the CFD Bonds. The City is not obligated to advance funds to pay debt service on the CFD Bonds.

Levy and Collection of the Special Taxes

General. The principal source of payment of principal of and interest on each series of the CFD Bonds is the proceeds of the annual levy and collection of the Special Tax against taxable property within the applicable District.

Limitation on Special Tax Rate. The annual levy of the Special Tax on any parcel is limited to the maximum Special Tax rate authorized in the applicable Special Tax Formula. The levy cannot be made at a higher rate even if the failure to do so means that the estimated proceeds of the levy and collection of the Special Tax, together with other available funds, will not be sufficient to pay debt service on the CFD Bonds.

No Relationship Between Property Value and Special Tax Levy. Because the Special Tax Formula is not based on property value, the levy of the Special Tax will rarely, if ever, result in a uniform relationship between the value of particular parcels of taxable property and the amount of the levy of the Special Tax against those parcels. Thus, there will rarely, if ever, be a uniform relationship between the value of the parcels of taxable property and their proportionate share of debt service on the CFD Bonds, and certainly not a direct relationship.

Factors that Could Lead to Special Tax Deficiencies. The following are some of the factors that might cause the levy of the Special Tax on any particular parcel of taxable property to vary from the Special Tax that might otherwise be expected:

Transfers to Governmental Entities. The number of parcels of taxable property could be reduced through the acquisition of taxable property by a governmental entity (by exercise of its rights as mortgage guarantor, or for other reasons) and failure of the government to pay the Special Tax based upon a claim of exemption or, in the case of the federal government or an agency thereof, immunity from taxation, thereby resulting in an increased tax burden on the remaining taxed parcels. *No investigation has been made as to whether any governmental entity currently owns or has an interest in any property in the Districts.*

Property Tax Delinquencies. Failure of the owners of taxable property to pay property taxes (and, consequently, the Special Tax), or delays in the collection of or inability to collect the Special Tax by tax sale or foreclosure and sale of the delinquent parcels, could result in a deficiency in the collection of Special Taxes. For a summary of Special Tax collections and delinquencies in the Districts, see “THE DISTRICTS – Delinquencies on a Combined Basis.”

Delays Following Delinquencies and Foreclosure Sales. The CFD Indentures provide that the Special Tax is to be collected in the same manner as ordinary *ad valorem* property taxes are collected and, except as provided in the special covenant for foreclosure described in “SECURITY FOR THE CFD BONDS – Covenants of the City” and in the Act, is subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ordinary *ad valorem* property taxes. Under these procedures, if taxes are unpaid for a period of five years or more, the property is subject to sale by the County.

If sales or foreclosures of property are necessary, there could be a delay in payments to the Authority, as owner of the CFD Bonds, pending such sales or the prosecution of foreclosure proceedings and receipt by the City of the proceeds of sale if the Reserve Account for the applicable CFD Bonds within the Reserve Fund held by the Trustee is depleted. See “SECURITY FOR THE CFD BONDS.”

Payment of Special Taxes is not a Personal Obligation of the Property Owners

Property owners are not personally obligated to pay their respective Special Taxes. Rather, the Special Taxes are obligations only against the respective parcels against which they are levied. If, after a default in the payment of the Special Tax and a foreclosure sale, the resulting proceeds are insufficient, taking into account other obligations also constituting a lien against the parcel, the City has no personal recourse against the parcel owner.

Assessed Valuations

The City has not commissioned an appraisal of the parcels in any of the Districts in connection with the issuance of the Bonds. Therefore, the estimated valuation of the taxable property in the Districts set forth in this Official Statement are based on the County Assessor's values. The Assessed Valuation, derived from the County Assessor's Fiscal Year 2016-17 property tax roll, is not necessarily an indication of what a willing buyer might pay for a property. The assessed value is not necessarily evidence of future value because future facts and circumstances may differ significantly from the present.

No assurance can be given that any of the taxable property in the Districts could be sold for the Assessed Valuations if that property should become delinquent and subject to foreclosure proceedings.

Property Values

The value of taxable property within the Districts is a critical factor in determining the investment quality of the Bonds. If a parcel owner defaults in the payment of the Special Taxes, the City's only remedy is to foreclose on the delinquent property.

The following is a discussion of specific risk factors that could affect the value of property in the Districts.

Prolonged Economic Downturn. Land values in and around the City have been in the past and likely would be in the future adversely affected by national and local economic conditions. To the extent of an economic downturn, property values could remain flat and/or decrease for an indefinite period.

Declines in home values in the Districts could also result in property owner unwillingness or inability to pay mortgage payments, as well as *ad valorem* property taxes and Special Taxes, when due. Under such circumstances, bankruptcies are likely to increase. Bankruptcy by homeowners with delinquent Special Taxes would delay the commencement and completion of foreclosure proceedings.

Risks Related to Mortgage Loans. Although residential projects that have their homes built and occupied by homeowners are typically viewed as providing bondholders with strong credits, some of the home purchasers within the Districts, especially those during 2004 to 2007, may face challenges in making their mortgage and tax payments on a timely basis, due to their initial high loan to value ratios, creative mortgage loan structures, and potential negative equity levels.

Events in the United States and world-wide capital markets could adversely affect the availability of mortgage loans to homeowners, including potential buyers of homes within the Districts. Any such unavailability could hinder the ability of the current homeowners to resell their homes, and adversely affect the market prices available to current homeowners.

Natural Disasters. The value of the parcels in the Districts in the future can be adversely affected by a variety of natural occurrences, particularly those that may affect infrastructure and other public improvements and private improvements on the parcels in the Districts and the continued habitability and enjoyment of such private improvements. For example, the areas in and surrounding the Districts, like those in much of the State, may be subject to earthquakes or other unpredictable seismic activity, however, the Districts are not located in a seismic special studies zone.

Other natural disasters could include, without limitation, landslides, floods, droughts or tornadoes. One or more natural disasters could occur and could result in damage to improvements of varying seriousness. The damage may entail significant repair or replacement costs and that repair or replacement may never occur either because of the cost, or because repair or replacement will not facilitate habitability or other use, or because other considerations preclude such repair or replacement. Under any of these circumstances there could be significant delinquencies in the payment of Special Taxes, and the value of the parcels may well depreciate.

Hazardous Substances. One of the most serious risks in terms of the potential reduction in the property values is a claim with regard to a hazardous substance. In general, the owners and operators of property may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws, but California laws with regard to

hazardous substances are also stringent and similar. Under many of these laws, the owner or operator is obligated to remedy a hazardous substance condition of property whether or not the owner or operator has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the Taxable Property in the Districts be affected by a hazardous substance, is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

Although the City is not aware that the owners or operators of any of the Taxable Property in the Districts have such a current liability, it is possible that such liabilities do currently exist. Further, it is possible that liabilities may arise in the future resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but that has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently on the parcel of a substance not presently classified as hazardous but that may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the property values that would otherwise be realized upon a delinquency.

No information is available as to the existence of any hazardous substances within the Districts.

Other Factors. Other factors that could adversely affect property values in the Districts include, among others, relocation of employers out of the area, shortages of water, electricity, natural gas or other utilities, and destruction of property caused by man-made disasters.

Enforcement of Special Taxes on Governmentally Owned Properties

General. The ability of the City to foreclose the lien of delinquent unpaid Special Tax installments may be limited with regard to properties in which the Federal Deposit Insurance Corporation (the “**FDIC**”), the Drug Enforcement Agency, the Internal Revenue Service, or other federal agency has or obtains an interest.

Federal courts have held that, based on the supremacy clause of the United States Constitution, in the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest.

The supremacy clause of the United States Constitution reads as follows: “This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the contrary notwithstanding.”

This means that, unless Congress has otherwise provided, if a federal governmental entity owns a parcel that is subject to Special Taxes within the Districts, but does not pay taxes and assessments levied on the parcel (including Special Taxes), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the City wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on a parity with the Special Taxes and preserve the federal government's mortgage interest. In *Rust v. Johnson* (9th Circuit; 1979) 597 F.2d 174, the United States Court of Appeal, Ninth Circuit held that the Federal National Mortgage Association ("**FNMA**") is a federal instrumentality for purposes of this doctrine, and not a private entity, and that, as a result, an exercise of state power over a mortgage interest held by FNMA constitutes an exercise of state power over property of the United States.

Neither the City nor the Authority has undertaken to determine whether any federal governmental entity currently has, or is likely to acquire, any interest (including a mortgage interest) in any of the parcels subject to the Special Taxes within the Districts. No assurance can be given as to the likelihood that the risks described above will materialize while the CFD Bonds are outstanding.

FDIC. If any financial institution making any loan secured by real property within the Districts is taken over by the FDIC, and prior thereto or thereafter the loan (or loans) goes into default, resulting in ownership of the property by the FDIC, then the ability of the City to collect interest and penalties specified by State law and to foreclose the lien of delinquent unpaid Special Taxes may be limited.

The FDIC's policy statement regarding the payment of state and local real property taxes (the "**Policy Statement**") provides that property owned by the FDIC is subject to state and local real property taxes only if those taxes are assessed according to the property's value, and that the FDIC is immune from real property taxes assessed on any basis other than property value. According to the Policy Statement, the FDIC will pay its property tax obligations when they become due and payable and will pay claims for delinquent property taxes as promptly as is consistent with sound business practice and the orderly administration of the institution's affairs, unless abandonment of the FDIC's interest in the property is appropriate. The FDIC will pay claims for interest on delinquent property taxes owed at the rate provided under state law, to the extent the interest payment obligation is secured by a valid lien. The FDIC will not pay any amounts in the nature of fines or penalties and will not pay nor recognize liens for such amounts. If any property taxes (including interest) on FDIC-owned property are secured by a valid lien (in effect before the property became owned by the FDIC), the FDIC will pay those claims. The Policy Statement further provides that no property of the FDIC is subject to levy, attachment, garnishment, foreclosure or sale without the FDIC's consent. In addition, the FDIC will not permit a lien or security interest held by the FDIC to be eliminated by foreclosure without the FDIC's consent.

The Policy Statement states that the FDIC generally will not pay non-ad valorem taxes, including special taxes and assessments, on property in which it has a fee interest unless the amount of tax is fixed at the time that the FDIC acquires its fee interest in the property, nor will it recognize the validity of any lien to the extent it purports to secure the payment of any such amounts. Special taxes imposed under the Act and a special tax formula, which determines the special tax due each year, are specifically identified in the Policy Statement as being imposed each year and therefore covered by the FDIC's federal immunity. The Ninth Circuit issued a ruling on August 28, 2001, in which it determined that the FDIC, as a federal agency, is exempt from Mello-Roos special taxes.

The Authority and the City are unable to predict what effect the application of the Policy Statement would have in the event of a delinquency in the payment of Special Taxes on a parcel within the Districts, in which the FDIC has or obtains an interest, although prohibiting the lien of the Special Taxes to be foreclosed out at a judicial foreclosure sale could reduce or eliminate the number of persons willing to purchase a parcel at a foreclosure sale. Such an outcome could cause a draw on either the Reserve Accounts established for the CFD Bonds and perhaps, ultimately, if enough property were to become owned by the FDIC, a default in payment on the CFD Bonds.

Exemptions Under Special Tax Formula and the Mello-Roos Act. Certain properties are exempt from the Special Tax in accordance with the Special Tax Formula and the Act, which provides that properties or entities of the state, federal or local government are exempt from the Special Tax; provided, however, that property within the Districts acquired by a public entity through a negotiated transaction or by gift or devise, which is not otherwise exempt from the Special Tax, will continue to be subject to the Special Tax.

In addition, although the Act provides that if property subject to the Special Tax is acquired by a public entity through eminent domain proceedings, the obligation to pay the Special Tax with respect to that property is to be treated as if it were a special assessment, the constitutionality and operation of these provisions of the Act have not been tested, meaning that such property could become exempt from the Special Tax. The Act further provides that no other properties or entities are exempt from the Special Tax unless the properties or entities are expressly exempted in a resolution of consideration to levy a new special tax or to alter the rate or method of apportionment of an existing special tax.

[[Reserve Fund Funded Solely with Reserve Surety

On the Closing Date, the Authority will deposit the Reserve Surety issued by the Insurer with the Trustee in satisfaction of its obligation to fund the Reserve Fund to the Reserve Requirement. See "SECURITY FOR THE BONDS AND SOURCES OF PAYMENT THEREFOR – Reserve Fund." Amounts in the Reserve Fund may be used to pay principal of and interest on the Bonds if insufficient funds are available from the Revenues, which result from the proceeds of the levy and collection of the Special Taxes. The amounts available under the Reserve Surety will be used and withdrawn by the Trustee solely for the purpose of making transfers to the Interest Account and Principal Account of the Revenue Fund in the event of any deficiency therein. The Authority will have no obligation to replace the Reserve Surety or to fund the Reserve Fund with cash or any other security if, at any time that the Bonds are Outstanding, amounts are not available under the Reserve Surety.]]

Bankruptcy Delays

The payment of the Special Taxes, and the ability of the City to foreclose the lien of a delinquent unpaid Special Tax, may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by State laws relating to judicial foreclosure.

The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Although bankruptcy proceedings would not cause the Special Taxes to become extinguished, bankruptcy of a property owner or any other person claiming an interest in the property could result in a delay in superior court foreclosure proceedings and could result in the possibility of Special Tax installments not being paid in part or in full. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the CFD Bonds, as applicable.

Disclosure to Future Purchasers

The City has recorded, in the Office of the County Recorder, a notice of the Special Tax lien with respect to the Districts. While title companies normally refer to such notices in title reports, there can be no guarantee that such reference will be made or, if made, that a prospective purchaser or lender will consider the obligations represented by the Special Taxes in the purchase of a parcel of land or a home in the Districts, or the lending of money secured by property in the Districts.

No Acceleration; Right to Pursue Remedies

Neither the Bonds nor the CFD Bonds contain a provision allowing for acceleration if a payment default or other default occurs under the Indenture or the CFD Indentures. See “APPENDIX A – Summary of Certain Provisions of Principal Legal Documents.”

So long as the Bonds are in book-entry form, DTC will be the sole Bond Owner and will be entitled to exercise all rights and remedies of Bond Owners under the Bonds and the Indenture.

Loss of Tax Exemption

As discussed under the caption “LEGAL MATTERS – Tax Matters,” interest on the Bonds might become includable in gross income for purposes of federal income taxation retroactive to the date the Bonds were issued as a result of future acts or omissions of the Authority in violation of its covenants in the Indenture, or of the City in violation of its covenants in the CFD Indentures.

The Indenture does not contain a special redemption feature triggered by the occurrence of an event of taxability. As a result, if interest on the Bonds were to be includable in gross income for purposes of federal income taxation, the Bonds would continue to remain outstanding until maturity unless earlier redeemed pursuant to mandatory redemption. See “THE BONDS – Redemption.”

In addition, Congress has considered in the past, is currently considering and may consider in the future, legislative proposals, including some that carry retroactive effective dates, that, if enacted, would alter or eliminate the exclusion from gross income for federal income tax purposes of interest on municipal bonds, such as the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal tax legislation.

Voter Initiatives

Under the California Constitution, the power of initiative is reserved to the voters for the purpose of enacting statutes and constitutional amendments. Since 1978, the voters have

exercised this power through the adoption of Proposition 13 and similar measures, including Proposition 218, which was approved in the general election held on November 5, 1996, and Proposition 26, which was approved on November 2, 2010.

Any such initiative may affect the collection of fees, taxes and other types of revenue by local agencies such as the City. Subject to overriding federal constitutional principles, such collection may be materially and adversely affected by voter-approved initiatives, possibly to the extent of creating cash-flow problems in the payment of outstanding obligations such as the CFD Bonds.

Proposition 218—Voter Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment, added Articles XIIC and XIID to the California Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges.

On November 2, 2010, California voters approved Proposition 26, entitled the “Supermajority Vote to Pass New Taxes and Fees Act”. Section 1 of Proposition 26 declares that Proposition 26 is intended to limit the ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as “fees.” Proposition 26 amended Articles XIII A and XIIC of the State Constitution. The amendments to Article XIII A limit the ability of the State Legislature to impose higher taxes (as defined in Proposition 26) without a two-thirds vote of the Legislature. Article XIIC requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes require a majority vote and taxes for specific purposes (“special taxes”) require a two-thirds vote.

The Special Taxes and the CFD Bonds were authorized by not less than a two-thirds vote of the landowners within the CFD who constituted the qualified electors at the time of such voted authorization. The City believes, therefore, that issuance of the CFD Bonds does not require the conduct of further proceedings under the Act, Proposition 218 or Proposition 26.

Like their antecedents, Proposition 218 and Proposition 26 are likely to undergo both judicial and legislative scrutiny before the impact on the Districts can be determined. Certain provisions of Proposition 218 and Proposition 26 may be examined by the courts for their constitutionality under both State and federal constitutional law, the outcome of which cannot be predicted.

Secondary Market for Bonds

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that any Bonds can be sold for any particular price. Prices of bond issues for which a market is being made will depend upon then-prevailing circumstances. Such prices could be substantially different from the original purchase price.

No assurance can be given that the market price for the Bonds will not be affected by the introduction or enactment of any future legislation (including without limitation amendments to the Internal Revenue Code), or changes in interpretation of the Internal Revenue Code, or any action of the Internal Revenue Service, including but not limited to the publication of proposed or final regulations, the issuance of rulings, the selection of the Bonds for audit examination, or the course or result of any Internal Revenue Service audit or examination of the Bonds or obligations that present similar tax issues as the Bonds.

[[Bond Insurance Risk Factors

[In the event of default of the payment of principal or interest with respect to the Insured Bonds when all or some becomes due, any owner of the Insured Bonds shall have a claim under the Policy for such payments. However, in the event of any acceleration of the due date of such principal by reason of mandatory or optional redemption or acceleration resulting from default or otherwise, other than any advancement of maturity pursuant to a mandatory sinking fund payment, the payments are to be made in such amounts and at such times as such payments would have been due had there not been any such acceleration. The Policy does not insure against redemption premium, if any. The payment of principal and interest in connection with mandatory or optional prepayment of the Insured Bonds by the Authority which is recovered by the Authority from the bond owner as a voidable preference under applicable bankruptcy law is covered by the Policy, however, such payments will be made by the Insurer at such time and in such amounts as would have been due absent such prepayment by the Authority unless the Insurer chooses to pay such amounts at an earlier date.

Under most circumstances, default of payment of principal and interest does not obligate acceleration of the obligations of the Insurer without appropriate consent. The Insurer may direct and must consent to any remedies and the Insurer's consent may be required in connection with amendments to any applicable bond documents.

In the event the Insurer is unable to make payment of principal and interest as such payments become due under the Policy, the Insured Bonds are payable solely from the moneys received pursuant to the applicable bond documents. In the event the Insurer becomes obligated to make payments with respect to the Insured Bonds, no assurance is given that such event will not adversely affect the market price of the Insured Bonds or the marketability (liquidity) for the Insured Bonds.

The long-term ratings on the Insured Bonds are dependent in part on the financial strength of the Insurer and its claims paying ability. The Insurer's financial strength and claims paying ability are predicated upon a number of factors, which could change over time. No assurance is given that the long-term ratings of the Insurer and of the ratings on the Insured Bonds will not be subject to downgrade, and such event could adversely affect the market price of the Insured Bonds or the marketability (liquidity) for the Insured Bonds. See "RATINGS" herein.]]

The obligations of the Insurer are general obligations of the Insurer and in an event of default by the Insurer, the remedies available may be limited by applicable bankruptcy law or other similar laws related to insolvency.

Neither the Authority nor the Underwriter have made independent investigation into the claims paying ability of the Insurer and no assurance or representation regarding the financial strength or projected financial strength of the Insurer is given. Thus, when making an investment decision, potential investors should carefully consider the ability of the Authority to pay principal and interest on the Insured Bonds and the claims paying ability of the Insurer, particularly over the life of the investment. See "BOND INSURANCE" herein for further information provided by the Insurer and the Policy, which includes further instructions for obtaining current financial information concerning the Insurer.

THE AUTHORITY

The Authority is a joint exercise of powers authority duly organized and operating pursuant to Article 1 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code, and pursuant to a Joint Exercise of Powers Agreement entered into in 2005 by and between the City and the Roseville Parking Authority, and is qualified to assist in financing projects and certain public improvements and to issue the Bonds under the Bond Law. The Authority has no taxing power. The Authority and the City are each separate and distinct legal entities, and the debts and obligations of one such entity are not debts or obligations of the other entity.

The Authority was established for the purpose of financing the acquisition, construction, improvement and equipping of public capital improvements. The governing board of the Authority is comprised of the same individuals as the City Council of the City.

BOND INSURANCE

[[TO BE ADDED ONCE INSURER SELECTED]]

LEGAL MATTERS

Tax Matters

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, provided, however, that, for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest is taken into account in determining certain income and earnings.

The opinions set forth in the preceding paragraph are subject to the condition that the Authority and the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the “**Tax Code**”), that must be satisfied subsequent to the issuance of the Bonds. The Authority and the City have covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of such interest in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds.

If the initial offering price to the public (excluding bond houses and brokers) at which a Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes “original issue discount” for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public (excluding bond houses and brokers) at which a Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes “original issue premium” for purposes of federal income taxes and State of California personal income taxes. *De minimis* original issue discount and original issue premium is disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly

allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the Bonds who purchase the Bonds after the initial offering of a substantial amount of such maturity. Owners of such Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering, the allowance of a deduction for any loss on a sale or other disposition, and the treatment of accrued original issue discount on such Bonds under federal individual and corporate alternative minimum taxes.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the Bond (said term being the shorter of the Bond's maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a Bond is amortized each year over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized Bond premium is not deductible for federal income tax purposes. Owners of premium Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such Bonds.

In the further opinion of Bond Counsel, interest on the Bonds is exempt from California personal income taxes.

Owners of the Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may have federal or state tax consequences other than as described above. Bond Counsel expresses no opinion regarding any federal or state tax consequences arising with respect to the Bonds other than as expressly described above.

Absence of Litigation

The Authority and the City will certify at the time the Bonds are issued that no litigation is pending or threatened concerning the validity of the Bonds or the CFD Bonds and that no action, suit or proceeding is known by the Authority or the City to be pending that would restrain or enjoin the delivery of the Bonds or the CFD Bonds, or contest or affect the validity of the Bonds or the CFD Bonds, or any proceedings of the Authority or the City taken with respect to the Bonds or the CFD Bonds.

Legal Opinion

All proceedings in connection with the issuance of the Bonds are subject to the approval as to their legality of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel. The form of unqualified opinion of Bond Counsel approving the validity of the Bonds is attached as APPENDIX E.

RATINGS

S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC business ("**S&P**") is expected to assign the rating of "___" to the Insured Bonds with the understanding that, upon delivery of the Bonds, the Policy will be issued by the Insurer. S&P has also assigned a rating of "___" to the Bonds, without regard to the issuance of the Policy. Such ratings reflect only the view of S&P and an explanation of the significance of such ratings may be obtained from S&P. There is no assurance that such ratings will continue for any given period of time or that it will not be revised downward or withdrawn entirely by S&P, if in the judgment of S&P, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds. The City and the Authority assume no obligation to attempt to maintain any ratings on the Bonds.

UNDERWRITING

RBC Capital Markets, LLC (the "**Underwriter**"), has agreed to purchase the Bonds at a purchase price of \$_____ (being the principal amount of the Bonds (\$_____) [plus/less] net original issue [premium/discount] of \$_____ and less an underwriter's discount of \$_____).

The Underwriter may change the initial public offering prices of the Bonds from time to time. The agreement under which the Underwriter has agreed to purchase the Bonds provides that the Underwriter will purchase all the Bonds if any are purchased, and that the obligation to make such purchase is subject to certain terms and conditions set forth therein, including, among others, the approval of certain legal matters by counsel.

The Underwriter and its respective affiliates are full-service financial institutions engaged in various activities that may include securities trading, commercial and investment banking, municipal advisory, brokerage, and asset management. In the ordinary course of business, the Underwriter and its respective affiliates may actively trade debt and, if applicable, equity securities (or related derivative securities) and provide financial instruments (which may include bank loans, credit support or interest rate swaps). The Underwriter and its respective affiliates may engage in transactions for their own accounts involving the securities and instruments made the subject of this securities offering or other offering of the Issuer. The Underwriter and its respective affiliates may make a market in credit default swaps with respect to municipal securities in the future. The Underwriter and its respective affiliates may also communicate independent investment recommendations, market color or trading ideas and publish independent research views in respect of this securities offering or other offerings of the Authority.

CONTINUING DISCLOSURE

The City, on behalf of itself and the Authority, will covenant for the benefit of owners of the Bonds to provide certain financial information and operating data relating to the Districts (the "**Annual Report**") by not later than nine months following the end of the City's Fiscal Year (currently March 31 based on the City's Fiscal Year ending June 30), commencing March 31, 2018, with the report for the Fiscal Year ending June 30, 2017, and to provide notices of the occurrence of certain listed events.

These covenants have been made in order to assist the Underwriter in complying with Securities Exchange Commission Rule 15c2-12(b)(5), as amended (the “Rule”). The specific nature of the information to be contained in the Annual Report or the notices of listed events is set forth in APPENDIX F.

A review of the City’s compliance with prior continuing disclosure undertakings in the last five years indicates that:

(1) The annual reports required for Fiscal Years 2012, 2013 and 2015 for certain of the City’s then-outstanding obligations were not filed with all required information, until up to 552 days after the dates required for such filings.

(2) The Audited Financial Statements of the City for Fiscal Years 2012 and 2013 for certain of the City’s then-outstanding obligations were filed up to 567 days after the dates required for such filings.

(3) The City did not in a timely manner file all significant event notices, including notices of changes in the ratings of certain then-outstanding obligations resulting from changes in ratings to the bond insurers who insured such obligations or the underlying ratings for such obligations.

Supplemental annual reports, notices of rating changes and other filings to correct all of the known failures by the City to comply with its continuing disclosure undertakings have been made. The City has engaged contract support for the preparation and filing of its continuing disclosure reports, including as to the Districts, in order to ensure compliance with future continuing disclosure obligations.

MISCELLANEOUS

Verification of Mathematical Computations

Grant Thornton, LLP, Minneapolis, Minnesota, independent accountants, upon delivery of the Bonds, will deliver one or more reports on the mathematical accuracy of certain computations contained in schedules provided to them which were prepared by the Authority and the City relating to the sufficiency of moneys and securities deposited into the Escrow Fund to pay, when due, the redemption price of the 2007 Bonds.

Professionals Involved in the Offering

All proceedings in connection with the issuance of the Bonds are subject to the approval of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel. Jones Hall, A Professional Law Corporation, is also acting as Disclosure Counsel to the Authority. The Bank of New York Mellon Trust Company, N.A., San Francisco, California, will act as the Trustee. Nossaman, LLP, Irvine, California, is acting as counsel to the Underwriter.

The Authority has retained FirstSouthwest, a Division of Hilltop Securities Inc., Encino, California, as municipal advisor (the “**Municipal Advisor**”) in connection with the planning, structuring and issuance of the Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement.

The compensation of Bond Counsel, Disclosure Counsel, the Trustee, the Municipal Advisor and Underwriter's counsel is contingent upon issuance of the Bonds.

Execution

The execution and delivery of this Official Statement have been duly authorized by the Authority.

ROSEVILLE FINANCE AUTHORITY

By: _____
Chief Financial Officer/Treasurer

APPENDIX A

SUMMARY OF CERTAIN PROVISIONS OF PRINCIPAL LEGAL DOCUMENTS

APPENDIX B

THE CITY OF ROSEVILLE AND PLACER COUNTY

The Districts are located in the City of Roseville (the “**City**”), which is located in southwestern Placer County (the “**County**”), California (the “**State**”). Certain financial and economic data for the City, County and State are presented in this appendix for information purposes only. The Bonds are not a debt or obligation of the City, County or State, but are a limited obligation of the Authority secured solely by the Revenues and other amounts pledged under the Indenture, all as described in more detail in this Official Statement.

General

The City is located in the County, which is located in the Sacramento Valley near the foothills of the Sierra Nevada mountain range, about 16 miles northeast of Sacramento and 110 miles east of San Francisco. The City presently occupies 42.26 square miles in the southwestern part of the County and is the largest city in the County as well as the residential and industrial center of the County. It is bordered by Sacramento County to the south, the City of Rocklin to the north and un-incorporated Placer County to the east and west. The estimated population of the City as of January 2016 was approximately 134,073.

The City has warm summers typical of central California, with an average July temperature of 77 degrees. Winter temperatures are moderate; the average January temperature is 46 degrees. The temperature drops below freezing an average of eight days per year. Rainfall averages 20 inches annually and falls mostly during the winter.

The City is predominately comprised of residential housing, small and large businesses, as well as numerous retail centers, the latter of which play a vital role in the economy of the City and contribute significantly to City and County sales tax receipts. The City has the thirteenth highest retail sales of all cities in the State, and the City is considered a regional shopping destination. The Westfield Galleria at Roseville is the main shopping center in the City and the second largest shopping mall in Northern California. Across from the Westfield Galleria lies the "Fountains at Roseville," a 330,000 square foot retail center, containing additional stores and several recreation centers. Plans call for future construction of hotel, additional retail, and office buildings in connection with the Fountains at Roseville project. In addition to the Westfield Galleria and Fountains at Roseville, the City has many shopping plazas surrounding the Westfield Galleria and the Douglas Boulevard financial corridor. The City is also home to one of the largest auto malls in the United States and a popular water park, Roseville Golf and SunSplash.

Municipal Government

The City was incorporated on April 10, 1909 and is a charter city. The City operates under the council-manager form of government, with a five-member City Council elected at large for staggered four-year terms. At each election, the council member receiving the most votes is appointed mayor pro-tempore for two years and becomes mayor for the final two years.

City services include, among others, police and fire protection, library services, street maintenance, and parks and recreation. The City also owns two golf courses and provides its own electricity, water, sewer and refuse services to its citizens.

Population

The City's population has increased approximately 1% to 2% per year over the past five years. The following table sets forth population estimates for the City, County and State for the past five years.

POPULATION ESTIMATES City, County and State 2012 through 2016

<u>Year</u>	<u>City of Roseville</u>	<u>Placer County</u>	<u>State of California</u>
2013	127,438	362,417	38,239,207
2014	129,822	367,176	38,567,459
2015	131,443	370,238	38,907,642
2016	134,073	373,793	39,255,883

Source: California State Department of Finance.

Effective Buying Income

Effective buying income ("EBI") is designated as personal income less personal tax and non-tax payments. Personal income is the aggregate of wages and salaries, other labor income (such as employer contributions to private pension funds), proprietor's income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, personal interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), non-tax payments (such as fines, fees, penalties), and personal contributions for social insurance. Effective buying income is a bulk measure of market potential. It indicates the general ability to buy and is essential in comparing, selecting and grouping markets on that basis. The following table demonstrates the growth in annual estimated EBI for the County, the State and the United States.

The table on the following page summarizes the total effective buying income for the City, County, State and the United States for the period 2012 through 2016.

EFFECTIVE BUYING INCOME (EBI)
City, County, State and United States
As of January 1, 2012 through 2016

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2012	City of Roseville	\$3,308,060	\$55,367
	Placer County	9,955,120	55,173
	California	864,088,828	47,307
	United States	6,737,867,730	41,358
2013	City of Roseville	\$3,327,535	\$56,270
	Placer County	9,811,843	56,393
	California	858,676,636	48,340
	United States	6,982,757,379	43,715
2014	City of Roseville	\$3,507,655	\$59,074
	Placer County	10,287,888	58,583
	California	901,189,699	50,072
	United States	7,357,153,421	45,448
2015	City of Roseville	\$3,959,073	\$64,615
	Placer County	11,729,490	64,480
	California	981,231,666	53,589
	United States	7,757,960,399	46,738
2016	City of Roseville	\$4,126,395	\$66,668
	Placer County	12,122,101	65,269
	California	1,036,142,723	55,681
	United States	8,132,748,136	48,043

Source: The Nielsen Company (US), Inc.

Employment and Industry

The unemployment rate in the Sacramento--Arden-Arcade--Roseville Metropolitan Statistical Area ("MSA"), which is comprised of El Dorado, Placer, Sacramento and Yolo Counties, was 5.0% in March 2017, down from a revised 5.1% in February 2017, and below the year-ago estimate of 5.6%. This compares with an unadjusted unemployment rate of 5.1% for California and 4.6% for the nation during the same period. The unemployment rate was 4.8% in El Dorado County, 4.3% in Placer County, 5.1% in Sacramento County and 6.0% in Yolo County.

The following table summarizes the civilian labor force, employment and unemployment, as well as employment by industry, in the Sacramento--Arden-Arcade--Roseville MSA for the years 2012 through 2016.

CIVILIAN LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT
Sacramento Arden Arcade Roseville Metropolitan Statistical Area
(El Dorado, Placer, Sacramento, and Yolo Counties)
Civilian Labor Force, Employment and Unemployment
Annual Averages

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Civilian Labor Force ⁽¹⁾	1,049,500	1,046,800	1,049,200	1,060,200	1,073,300
Employment	941,100	956,100	974,100	998,100	1,017,300
Unemployment	108,300	90,800	75,100	62,100	56,000
Unemployment Rate	10.3%	8.7%	7.2%	5.9%	5.2%
Wage and Salary Employment ⁽²⁾					
Agriculture	8,600	8,900	9,200	9,400	9,200
Mining and Logging	400	400	400	500	500
Construction	38,400	43,300	45,500	50,200	54,500
Manufacturing	33,900	34,100	35,400	36,400	36,200
Wholesale Trade	25,200	25,000	24,500	24,700	25,500
Retail Trade	91,800	93,800	95,300	98,000	100,600
Transportation, Warehousing and Utilities	22,000	22,900	23,600	24,600	25,900
Information	15,600	14,800	13,900	14,100	13,800
Finance and Insurance	35,700	36,300	35,500	37,000	37,500
Real Estate and Rental and Leasing	12,500	13,100	13,400	13,800	14,400
Professional and Business Services	111,100	114,600	118,200	120,200	128,600
Educational and Health Services	125,600	130,700	134,300	140,100	145,900
Leisure and Hospitality	84,500	88,700	91,800	95,400	99,800
Other Services	28,600	29,000	30,200	30,900	31,200
Federal Government	13,700	13,500	13,600	13,700	14,100
State Government	108,200	109,900	113,400	115,300	116,600
Local Government	99,600	99,200	100,800	102,900	104,600
Total, All Industries ⁽³⁾	855,400	878,200	899,000	927,200	958,900

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(3) Totals may not add due to rounding.

Source: State of California Employment Development Department.

Largest Employers

The following table sets forth the largest employers in the County as of 2016 (listed in order of greatest number of employees).

LARGEST EMPLOYERS County of Placer 2016

<u>Employer</u>	<u>Number of Employees</u>
Sutter Health	5,435
Kaiser Permanente	5,361
County of Placer	2,700
Squaw Valley Alpine Meadows	2,500
Hewlett-Packard Co.	2,100
Sierra Joint Community College District	1,940
Thunder Valley Casino Resort	1,915
PRIDE Industries Inc.	1,155
Union Pacific Railroad Co. Inc.	1,091
City of Roseville	<u>1,067</u>
	25,264

Source: County of Placer Comprehensive Annual Financial Report, Fiscal Year Ending June 30, 2016.

The following table sets forth the largest employers in the City as of 2016 (listed in order of greatest number of employees).

LARGEST EMPLOYERS City of Roseville 2016

<u>Employer</u>	<u>Number of Employees</u>
The Permanente Medical Group & Foundation Group	4,988
Hewlett Packard	2,300
Sutter Roseville Medical Group	2,100
Union Pacific Railroad Company	1,150
City of Roseville	1,136
Roseville Joint Union High School	1,090
Roseville City School District	1,034
PRIDE Industries	838
Adventist Health System West	801
Consolidated Communications	<u>440</u>
Total Employment	15,877

Source: City of Roseville Comprehensive Annual Financial Report, Fiscal Year Ending June 30, 2016.

Construction Permits

In March 2017, the City issued 41 residential single-family building permits and 2 commercial new construction building permits. The City maintains building permit data, which can be viewed on its website.

The following table shows valuations of residential and non-residential building permits issued for calendar years 2011 through 2015. Annual figures are not yet available for 2016.

BUILDING PERMIT VALUATION City of Roseville (Valuation in Thousands of Dollars)

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
<u>Permit Valuation</u>					
New Single-family	\$91,310.0	\$249,559.2	\$118,547.9	\$154,499.7	\$262,769.4
New Multi-family	0.0	0.0	6,632.0	15,360.4	0.0
Res. Alterations/Additions	<u>7,329.2</u>	<u>3,082.0</u>	<u>3,395.0</u>	<u>4,967.8</u>	<u>9,039.9</u>
Total Residential	\$98,639.2	\$252,641.2	\$128,575.0	\$174,827.9	\$271,809.3
 New Commercial	 \$ 707.9	 \$16,280.4	 \$26,058.9	 \$19,546.6	 36,704.0
New Industrial	0.0	0.0	0.0	0.0	0.0
New Other	0.0	0.0	2,627.4	10,935.1	9,340.5
Com. Alterations/Additions	<u>67,245.2</u>	<u>31,868.5</u>	<u>45,489.0</u>	<u>62,138.9</u>	<u>42,754.7</u>
Total Nonresidential	\$67,953.1	\$48,148.9	\$74,175.4	\$92,620.6	\$88,799.2
 <u>New Dwelling Units</u>					
Single Family	411	663	528	644	927
Multiple Family	<u>0</u>	<u>0</u>	<u>224</u>	<u>0</u>	<u>0</u>
Total New Dwelling Units	411	663	752	644	927

Source: Construction Industry Research Board, Building Permit Summary.

The County's 2016-17 net assessment roll totaled \$66.8 billion as compared to the prior year's assessment roll of \$63.4 billion, which reflected a 5.36% increase this year. These numbers over the last two years contrast with the real estate decline years of 2008 and after, where the County assessment roll experienced declines.

The following table shows residential and non-residential building permits issued within the County for calendar years 2010 through 2015. Annual figures are not yet available for 2016.

BUILDING PERMIT VALUATION
County of Placer
(Valuation in Thousands of Dollars)

	2011	2012	2013	2014	2015
<u>Permit Valuation</u>					
New Single-family	\$230,831.8	\$431,611.6	\$378,286.0	\$523,638.2	\$683,806.3
New Multi-family	6,549.5	11,368.0	7,078.5	48,645.5	21,702.2
Res. Alterations/Additions	<u>62,155.8</u>	<u>35,481.3</u>	<u>50,358.2</u>	<u>59,428.5</u>	<u>82,577.5</u>
Total Residential	\$299,537.1	\$478,460.9	\$435,722.7	\$631,712.2	\$788,086.0
 New Commercial	 \$ 7,014.3	 \$ 44,303.0	 \$70,876.0	 \$38,343.5	 \$72,506.2
New Industrial	860.0	164.0	1,092.0	199.8	1,339.6
New Other	12,112.3	414.5	25,673.5	44,159.8	72,602.9
Com. Alterations/Additions	<u>88,639.9</u>	<u>55,512.0</u>	<u>73,037.0</u>	<u>101,977.7</u>	<u>80,457.5</u>
Total Nonresidential	\$108,626.5	\$100,393.5	\$170,678.5	\$184,680.8	\$226,906.2
 <u>New Dwelling Units</u>					
Single Family	802	1,209	1,249	1,620	1,994
Multiple Family	<u>28</u>	<u>111</u>	<u>227</u>	<u>376</u>	<u>240</u>
Total New Dwelling Units	830	1,320	1,476	1,996	2,234

Source: Construction Industry Research Board, Building Permit Summary.

Commercial Activity

A summary of historic taxable sales within the City and the County during the past five years in which data is available is shown in the following tables. The total taxable sales during calendar year 2015 in the City were reported to be \$4.4 billion, a 5.17% increase over the total taxable sales of \$4.2 billion reported during calendar year 2014. Annual figures for 2016 are not yet available.

TAXABLE TRANSACTIONS City of Roseville Calendar Years 2011 through 2015 (Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2011	3,405	\$3,024,189	4,476	\$3,499,616
2012	3,765	3,332,827	4,861	3,772,583
2013	3,757	3,558,765	4,819	4,171,738
2014	3,699	3,607,127	4,743	4,227,788
2015 ⁽¹⁾	N/A	3,684,238	N/A	4,446,457

(1) Annual permit figures are not yet available.

Source: California State Board of Equalization, Taxable Sales in California (Sales & Use Tax).

The total taxable sales during calendar year 2015 in the County were reported to be \$9.2 billion, a 14.14% increase over the total taxable sales of \$8.1 billion reported during calendar year 2014. Annual figures for 2016 are not yet available.

TAXABLE TRANSACTIONS Placer County Calendar Years 2011 through 2015 (Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2011	7,803	\$5,112,781	11,120	\$6,568,195
2012	8,272	5,613,981	11,621	7,065,597
2013	8,487	6,050,198	11,713	7,724,406
2014	8,520	6,296,076	8,520	8,100,167
2015 ⁽¹⁾	N/A	6,594,126	N/A	9,245,315

(1) Annual permit figures are not yet available.

Source: California State Board of Equalization, Taxable Sales in California (Sales & Use Tax).

Transportation

The County's transportation network is an integral part of its development. Centrally located in the State, the area is the hub of several major highways. Interstate 80 runs through the County, connecting San Francisco to New York. Highway 65 runs north from I-80 to Lincoln and Marysville. Interstate 5, which is west of the County, runs north to Seattle and south to Los Angeles. In the City, the major highways in the area are Interstate 80 and Interstate 5, and State Highways 65, 50, and 99.

Union Pacific Railroad bought Southern Pacific in 1996 and the J.R. Davis Yard, located in Roseville, is the largest rail facility on the West Coast. Union Pacific owns and operates track in 23 states, primarily west of the Mississippi River. Amtrak provides passenger service daily to San Francisco and San Jose, and the California Zephyr connects the County to the Midwest and Chicago.

Greyhound operates a station in the City, providing interstate destination services. Greyhound also operates throughout the County, with bus depots or regularly scheduled stops in most of the communities along major highways and roads.

Sacramento International Airport serves the Roseville area. Served by ten major carriers and several commuter airlines, as well as air-freight carriers, the airport handles passenger flights to over 140 cities with more than 130 scheduled departures per day and 4.3 million passengers annually. Nearby Auburn Municipal Airport serves charter and private aircraft for coastal, state and transcontinental flights. Executive air service is available as well. Auburn Municipal has an elevation of 1,520 feet and an east/west runway 3,100 feet in length.

Several trucking companies serve the County, ranging from interstate lines to local haulers, and transporting a wide variety of goods. United Parcel Service, with a distribution center in Rocklin, offers freight transportation services as well.

APPENDIX C-1

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES

STONERIDGE PARCEL 1 CFD

APPENDIX C-2

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES

STONERIDGE WEST CFD

APPENDIX C-3

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES

STONERIDGE EAST CFD

APPENDIX C-4

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES

CROCKER RANCH CFD

APPENDIX D-1

INFORMATION ABOUT STONERIDGE PARCEL 1 CFD

Location and Description

Stoneridge Parcel 1 CFD, which is approximately 35 acres, is located at the southerly apex of the Stoneridge Specific Plan area and is bounded by Roseville Parkway to the west and south and Olympus Drive to the east and south. This District includes 127 taxable parcels consisting entirely of developed residential property.

Stoneridge Parcel 1 CFD was formed by the City Council of the City in 1999, in accordance with the procedures set forth in the Act. The City is authorized to levy Special Taxes on land within Stoneridge Parcel 1 CFD pursuant to the District's Rate and Method of Apportionment of Special Taxes, which is referred to herein as the Special Tax Formula for Stoneridge Parcel 1 CFD. For the complete text of the Special Tax Formula for Stoneridge Parcel 1 CFD, see APPENDIX C-1.

Assessed Valuations and Value-to-Lien Ratios

Assessed Value of Land in Stoneridge Parcel 1 CFD. The aggregate Assessed Valuation of taxable property in the Stoneridge Parcel 1 CFD (127 parcels), derived from the Placer County Assessor's Fiscal Year 2016-17 property tax roll, is \$75,681,307.

Historical Assessed Valuations. The following table presents historical assessed valuation of taxable property in the District for fiscal years 2013 through 2017.

ROSEVILLE FINANCE AUTHORITY Stoneridge Parcel 1 CFD Historical Assessed Valuation

Fiscal Year Growth	Parcels	Assessed Value ⁽¹⁾	% Change
2012-13	127	\$61,281,542	-- %
2013-14	127	64,185,583	4.7
2014-15	127	71,118,621	10.8
2015-16	127	73,454,143	3.3
2016-17	127	75,681,307	3.0

(1) Total of land and structure assessed values.

Source: Placer County, as compiled by Willdan Financial Services.

Overlapping Liens. Contained within the boundaries of the District are certain overlapping local agencies providing public services and assessing property taxes, assessments, special taxes and other charges on the property in the District. Many of these local agencies have outstanding debt. The current and estimated direct and overlapping obligations affecting the property in the District are shown in the following table. Applicable percentages were estimated by determining the portion of the overlapping district's assessed value that is within the boundaries of the District divided by the overlapping district's total taxable assessed value. The following table was prepared by California Municipal Statistics, Inc., and is included for general information purposes only. Neither the Authority, the City nor the Underwriter has reviewed this report for completeness or accuracy and makes no representation in connection therewith.

**ROSEVILLE FINANCE AUTHORITY
Direct and Overlapping Debt
Stoneridge Parcel 1 CFD
As of April 1, 2017**

2016-17 Local Secured Assessed Valuation: \$75,681,307 (Land and Improvements)

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt</u>
Roseville Joint Union High School District General Obligation Bonds	0.287%	\$ 338,956
Eureka Union School District General Obligation Bonds	1.315	27,696
City of Roseville Stoneridge Parcel No. 1 CFD No. 1	100.000	<u>1,430,000</u> ⁽¹⁾
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$1,796,652
 <u>OVERLAPPING GENERAL FUND DEBT:</u>		
Placer County General Fund Obligations	0.112%	\$ 34,978
Placer County Office of Education Certificates of Participation	0.112	1,458
Sierra Joint Community College District Certificates of Participation	0.085	5,640
Roseville Joint Union High School District Certificates of Participation	0.287	1,608
Eureka Union School District Certificates of Participation	1.315	47,478
City of Roseville Certificates of Participation	0.380	97,160
Placer Mosquito and Vector Control District Certificates of Participation	0.112	<u>3,913</u>
TOTAL GROSS OVERLAPPING GENERAL FUND DEBT		\$192,235
Less: City of Roseville supported obligations		<u>12,319</u>
TOTAL NET OVERLAPPING GENERAL FUND DEBT		\$179,916
 GROSS COMBINED TOTAL DEBT		\$1,988,887 ⁽²⁾
NET COMBINED TOTAL DEBT		\$1,976,568

Ratios to Assessed Valuation:

Direct Debt (\$1,430,000)	1.89%
Total Direct and Overlapping Tax and Assessment Debt.....	2.37%
Gross Combined Total Debt	2.63%
Net Combined Total Debt.....	2.61%

(1) Excludes the CFD Bonds to be sold.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Source: California Municipal Statistics.

Value-to-Lien Ratios by Range. The following table summarizes the combined value-to-lien ratios of all property in the District against the District's CFD Bonds, by value-to-lien ratio ranges.

ROSEVILLE FINANCE AUTHORITY
Summary Value-to-Lien Ratios by Range – Stoneridge Parcel 1 CFD

Value-to-Lien Ratio	No. of Parcels	Total 2016-17 Assessed Value	Total 2016-17 Special Tax	Direct Bonded Debt ⁽¹⁾	% Total CFD Bonded Debt	Overlapping Debt	Total Direct & Overlapping Debt	Value to Direct & Overlapping Debt
Greater than 50:1	8	\$5,881,714	\$9,770	\$85,354	6.3%	\$27,924	\$113,279	51.92
40:1 to 49.99:1	95	58,142,706	116,018	1,013,583	74.8	282,158	1,295,741	44.87
30:1 to 39.99:1	24	11,656,887	29,310	256,063	18.9	56,569	312,632	37.29
Total	127	\$75,681,307	\$155,097	\$1,355,000	100.0%	\$366,652	\$1,721,652	43.96

(1) The par amount of the CFD Bonds has been allocated based upon each parcel's proportionate share of the aggregate local obligation debt that will be outstanding as of September 30, 2017.
Source: Assessed Values - Placer County 2016-17 Secured Property Roll, as compiled by Willdan Financial Services.

Value-to-Lien Ratios by Development Category. The following table summarizes the combined value-to-lien ratio of all property in the District against the District's CFD Bonds, by development category.

ROSEVILLE FINANCE AUTHORITY
Value-to-Lien Ratios by Development Category – Stoneridge Parcel 1 CFD

Development Category	No. of Parcels Levied	Total Assessed Value	2016-17 Special Tax	Bonded Debt ⁽¹⁾	% of Bonded Debt	Total Direct & Overlapping Debt	Value-to-Lien	Value to Direct & Overlapping Debt
<u>Single-Family Residential:</u>								
Developed	127	\$75,681,307	\$155,097	\$1,355,000	100.0%	\$1,721,652	55.85	43.96
Total	127	\$75,681,307	\$155,097	\$1,355,000	100.0%	\$1,721,652	55.85	43.96

(1) The par amount of the CFD Bonds has been allocated based upon each parcel's proportionate share of the aggregate local obligation debt that will be outstanding as of September 30, 2017.
Source: Assessed Values - Placer County 2016-17 Secured Property Roll, as compiled by Willdan Financial Services.

Value-to-Lien Ratios for Top Ten Taxpayers. The following table summarizes the combined value-to-lien ratio of the top ten taxpayers of property in the District against the District's CFD Bonds.

ROSEVILLE FINANCE AUTHORITY
Assessed Values and Value-to-Lien Ratios for Top Ten Taxpayers – Stoneridge Parcel 1 CFD

Property Owner	No. of Parcels	<u>2016-17 Assessed Values</u>			Direct Bonded Debt⁽¹⁾	% of Bonded Debt	Value-to-Lien
		Land	Structure	Total			
All Taxpayers Less than 1%	127	\$21,269,714	\$54,411,593	\$75,681,307	\$1,355,000	100%	55.85

(1) The par amount of the CFD Bonds has been allocated based upon each parcel's proportionate share of the aggregate local obligation debt that will be outstanding as of September 30, 2017.

Source: Assessed Values – Placer County 2016-17 Secured Property Roll, as compiled by Willdan Financial Services.

Delinquencies

The following table is a summary of Special Tax levies, delinquencies and delinquency rates in Stoneridge Parcel 1 CFD for fiscal years 2011-12 to 2016-17 (1st installment).

ROSEVILLE FINANCE AUTHORITY
Special Tax Levies, Delinquencies and Delinquency Rates
Stoneridge Parcel 1 CFD
Fiscal Years 2011-12 to 2016-2017 (1st Installment)

Fiscal Year	Annual Special Taxes Levied	No. of Parcels Levied	As of Each Fiscal Year End ⁽¹⁾				As of February 16, 2017			
			Amount Collected ⁽²⁾	Amount Delinquent ⁽²⁾	No. of Parcels Delinquent	% Levy Delinquent	Remaining Amount Collected ⁽²⁾	Remaining Amount Delinquent ⁽²⁾	Remaining No. of Parcels Delinquent	% Levy Delinquent
2011-12	\$131,961	127	\$130,922	\$1,039	2	0.79%	\$1,039	\$0	0	0.00%
2012-13	140,726	127	139,064	1,662	2	1.18	1,662	0	0	0.00
2013-14	146,172	127	145,021	1,151	1	0.79	1,151	0	0	0.00
2014-15	154,460	127	153,244	1,216	2	0.79	1,216	0	0	0.00
2015-16	154,650	127	153,433	1,218	2	0.79	1,218	0	0	0.00
2016-17 ⁽³⁾	155,097	127	76,938	611	1	0.79	0	611	1	0.79

(1) Delinquency information as of May or June of the fiscal year in which the Special Taxes were levied, except for the first installment of fiscal year 2016-17 as noted below.

(2) Delinquent amounts and collections shown above do not include penalties, interest or fees.

(3) The above fiscal year 2016-17 delinquency information reflects the collection of the first installment only, as the second installment collection data is not yet available. The percent levy delinquent for fiscal year 2016-17 reported above was calculated using the first installment delinquent amount of \$6,615 and one-half of the fiscal year 2016-17 Special Tax Levy amount shown above.

Source: Placer County Tax Collector, as compiled by Willdan Financial Services.

APPENDIX D-2

INFORMATION ABOUT STONERIDGE WEST CFD

Location and Description

Stoneridge West CFD, which is approximately 224 gross acres, is located in the easterly portion of the City, west of Sierra College Boulevard, north of Olympus Drive, east of Roseville Parkway and south of Secret Ravine Parkway. This District encompasses 726 taxable parcels, which include primarily developed residential property and some commercial property.

Stoneridge West CFD was formed by the City Council of the City in 2001, in accordance with the procedures set forth in the Act. The City is authorized to levy Special Taxes on land within Stoneridge West CFD pursuant to the District's Rate and Method of Apportionment of Special Taxes, which is referred to herein as the Special Tax Formula for Stoneridge West CFD. For the complete text of the Special Tax Formula for Stoneridge West CFD, see APPENDIX C-2.

Valuation and Value-to-Lien

Assessed Value of Land in Stoneridge West CFD. The aggregate Assessed Valuation of taxable property in the Stoneridge West CFD (726 parcels), derived from the Placer County Assessor's Fiscal Year 2016-17 property tax roll, is \$474,193,781.

Historical Assessed Valuations. The following table presents historical assessed valuation of taxable property in the District for fiscal years 2012-13 through 2016-17.

ROSEVILLE FINANCE AUTHORITY Stoneridge West CFD Historical Assessed Valuation

<u>Fiscal Year</u>	<u>Parcels</u>	<u>Assessed Value⁽¹⁾</u>	<u>Annual AV Growth</u>
2012-13	667	\$340,350,585	-- %
2013-14	667	371,993,966	9.3
2014-15	726	396,724,110	6.6
2015-16	726	457,371,104	15.3
2016-17	726	474,193,781	3.7

(1) Total of land and structure assessed values.

Source: Placer County, as compiled by Willdan Financial Services.

Overlapping Liens. Contained within the boundaries of the District are certain overlapping local agencies providing public services and assessing property taxes, assessments, special taxes and other charges on the property in the District. Many of these local agencies have outstanding debt. The current and estimated direct and overlapping obligations affecting the property in the District are shown in the following tables. Applicable percentages were estimated by determining the portion of the overlapping district's assessed value that is within the boundaries of the District divided by the overlapping district's total taxable assessed value. The following table was prepared by California Municipal Statistics, Inc., and is included for general information purposes only. Neither the Authority, the City nor the Underwriter has reviewed this report for completeness or accuracy and makes no representation in connection therewith.

**ROSEVILLE FINANCE AUTHORITY
Direct and Overlapping Debt
Stoneridge West CFD
As of April 1, 2017**

2016-17 Local Secured Assessed Valuation: \$474,193,781 (Land and Improvements)

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt</u>
Roseville Joint Union High School District General Obligation Bonds	1.801%	\$ 2,126,799
Roseville City School District General Obligation Bonds	3.162	578,218
City of Roseville Stoneridge West CFD No. 1	100.000	<u>9,785,000</u>⁽¹⁾
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$12,490,017

<u>OVERLAPPING GENERAL FUND DEBT:</u>		
Placer County Certificates of Participation	0.704%	\$ 219,469
Placer County Office of Education Certificates of Participation	0.704	9,146
Sierra Joint Community College District Certificates of Participation	0.533	35,385
Roseville Joint Union High School District Certificates of Participation	1.801	10,087
Roseville City School District Certificates of Participation	3.162	245,998
City of Roseville Certificates of Participation	2.385	609,636
Placer Mosquito and Vector Control District Certificates of Participation	0.704	<u>24,553</u>
TOTAL GROSS OVERLAPPING GENERAL FUND DEBT		\$1,154,274
Less: City of Roseville supported obligations		<u>77,294</u>
TOTAL NET OVERLAPPING GENERAL FUND DEBT		\$1,076,980

GROSS COMBINED TOTAL DEBT	\$13,644,291⁽²⁾
NET COMBINED TOTAL DEBT	\$13,566,997

Ratios to 2016-17 Assessed Valuation:

Direct Debt (\$9,785,000)	2.06%
Total Direct and Overlapping Tax and Assessment Debt.....	2.63%
Gross Combined Total Debt	2.88%
Net Combined Total Debt.....	2.86%

(1) Excludes the CFD Bonds to be sold.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Source: California Municipal Statistics.

Value-to-Lien Ratios by Range. The following table summarizes the combined value-to-lien ratios of all property in the District against the District's CFD Bonds, by value-to-lien ratio ranges.

ROSEVILLE FINANCE AUTHORITY
Summary Value-to-Lien Ratios by Range – Stoneridge West CFD

Value-to-Lien Ratio	No. of Parcels	Total 2016-17 Assessed Value	Total 2016-17 Special Tax	Direct Bonded Debt ⁽¹⁾	% Total CFD Bonded Debt	Overlapping Debt	Total Direct & Overlapping Debt	Value to Direct & Overlapping Debt
Greater than 50:1	38	\$42,225,746	\$44,089	\$529,068	5.7%	\$240,940	\$770,007	54.84
40:1 to 49.99:1	256	196,686,822	281,922	3,383,073	36.3	1,122,293	4,505,366	43.66
30:1 to 39.99:1	382	218,744,180	394,963	4,739,579	50.9	1,247,424	5,987,003	36.54
20:1 to 29.99:1	26	11,391,254	27,743	332,922	3.6	64,998	397,920	28.63
10:1 to 19.99:1	20	4,925,641	23,013	276,158	3.0	28,106	304,263	16.19
5:1 to 9.99:1	1	128,604	1,129	13,550	0.1	734	14,284	9.00
0:1 to 4.99:1	3	91,534	3,388	40,650	0.4	522	41,173	2.22
Total	726	\$474,193,781	\$776,248	\$9,315,000	100.0%	\$2,705,017	\$12,020,017	39.45

(1) The par amount of the CFD Bonds has been allocated based upon each parcel's proportionate share of the aggregate local obligation debt that will be outstanding as of September 30, 2017.
Source: Assessed Values – Placer County 2016-17 Secured Property Roll, as compiled by Willdan Financial Services.

Value-to-Lien Ratios by Development Category. The following table summarizes the combined value-to-lien ratio of all property in the District against the District's CFD Bonds, by development category.

ROSEVILLE FINANCE AUTHORITY
Value-to-Lien Ratios by Development Category – Stoneridge West CFD

Development Category	No. of Parcels Levied	Total Assessed Value	2016-17 Special Tax	Bonded Debt ⁽¹⁾	% of Bonded Debt	Total Direct & Overlapping Debt	Value-to-Lien	Value to Direct & Overlapping Debt
<u>Single-Family Residential:</u>								
Developed	711	\$471,203,173	\$758,851	\$9,106,235	97.8%	\$11,794,187	51.75	39.95
Undeveloped	15	2,990,608	17,397	208,765	2.2	225,830	14.33	13.24
Total	726	\$474,193,781	\$776,248	\$9,315,000	100.0%	\$12,020,017	50.91	39.45

(1) The par amount of the CFD Bonds has been allocated based upon each parcel's proportionate share of the aggregate local obligation debt that will be outstanding as of September 30, 2017.
Source: Assessed Values – Placer County 2016-17 Secured Property Roll, as compiled by Willdan Financial Services.

Value-to-Lien Ratios for Top Ten Taxpayers. The following table summarizes the combined value-to-lien ratio of the top ten taxpayers of property in the District against the District's CFD Bonds.

ROSEVILLE FINANCE AUTHORITY
Assessed Values and Value-to-Lien Ratios for Top Ten Taxpayers – Stoneridge West CFD

Property Owner	No. of Parcels	<u>2016-17 Assessed Values</u>			Direct Bonded Debt ⁽¹⁾	% of Bonded Debt	Value- to- Lien
		Land	Structure	Total			
All Taxpayers Less Than 1%	726	\$124,946,170	\$349,247,611	\$474,193,781	\$9,315,000	100%	50.91

(1) The par amount of the CFD Bonds has been allocated based upon each parcel's proportionate share of the aggregate local obligation debt that will be outstanding as of September 30, 2017.

Source: Assessed Values – Placer County 2016-17 Secured Property Roll, as compiled by Willdan Financial Services.

Delinquencies

The following table is a summary of Special Tax levies, delinquencies and delinquency rates in Stoneridge West CFD for fiscal years 2011-12 to 2016-17 (1st installment).

ROSEVILLE FINANCE AUTHORITY
Special Tax Levies, Delinquencies and Delinquency Rates
Stoneridge West CFD
Fiscal Years 2011-12 to 2016-2017 (1st Installment)

Fiscal Year	Annual Special Taxes Levied	No. of Parcels Levied	As of Each Fiscal Year End ⁽¹⁾				As of February 16, 2017			
			Amount Collected ⁽²⁾	Amount Delinquent ⁽²⁾	No. of Parcels Delinquent	% Levy Delinquent	Remaining Amount Collected ⁽²⁾	Remaining Amount Delinquent ⁽²⁾	Remaining No. of Parcels Delinquent	% Levy Delinquent
2011-12	\$1,017,300	667	\$993,935	\$23,365	27	2.30%	\$23,365	\$0	0	0.00%
2012-13	1,017,300	667	999,900	17,400	18	1.71	17,400	0	0	0.00
2013-14	1,017,300	667	1,002,130	15,170	13	1.49	13,640	1,530	1	0.15
2014-15	1,017,300	726	1,010,890	6,410	7	0.63	4,880	1,530	1	0.15
2015-16	763,342	726	754,087	9,256	15	1.21	7,534	1,722	2	0.23
2016-17 ⁽³⁾	776,248	726	383,584	4,540	8	1.17	0	4,540	8	1.17

(1) Delinquency information as of May or June of the fiscal year in which the Special Taxes were levied, except for the first installment of fiscal year 2016-17 as noted below.

(2) Delinquent amounts and collections shown above do not include penalties, interest or fees.

(3) The above fiscal year 2016-17 delinquency information reflects the collection of the first installment only, as the second installment collection data is not yet available. The percent levy delinquent for fiscal year 2016-17 reported above was calculated using the first installment delinquent amount of \$6,615 and one-half of the fiscal year 2016-17 Special Tax Levy amount shown above.

Source: Placer County Tax Collector, as compiled by Willdan Financial Services.

APPENDIX D-3

INFORMATION ABOUT STONERIDGE EAST CFD

Location and Description

Stoneridge East CFD, which is approximately 501 gross acres, is in the easterly portion of the City, west of Sierra College Boulevard, north of Olympus Drive, east of Roseville Parkway and south of the Rocklin/Roseville city limits. There are 1,024 taxable parcels in this District, most of which are developed residential properties with some commercial property.

Stoneridge East CFD was formed by the City Council of the City in 2001, in accordance with the procedures set forth in the Act. The City is authorized to levy Special Taxes on land within Stoneridge East CFD pursuant to the District's Rate and Method of Apportionment of Special Taxes, which is referred to herein as the Special Tax Formula for Stoneridge East CFD. For the complete text of the Special Tax Formula for Stoneridge East CFD, see APPENDIX C-3.

Valuation and Value-to-Lien

Assessed Value of Land in Stoneridge East CFD. The aggregate Assessed Valuation of taxable property in the Stoneridge East CFD (1,024 parcels), derived from the Placer County Assessor's Fiscal Year 2016-17 property tax roll, is \$459,802,678.

Historical Assessed Valuations. The following table presents historical assessed valuation of taxable property in the District for fiscal years 2012-13 through 2016-17.

ROSEVILLE FINANCE AUTHORITY Stoneridge East CFD Historical Assessed Valuation

<u>Fiscal Year</u>	<u>Parcels</u>	<u>Assessed Value⁽¹⁾</u>	<u>Annual AV Growth</u>
2012-13	771	\$310,318,166	-- %
2013-14	771	344,941,842	11.2
2014-15	834	374,369,519	8.5
2015-16	943	414,995,910	10.9
2016-17	1,024	459,802,678	10.8

(1) Total of land and structure assessed values.

Source: Placer County, as compiled by Willdan Financial Services.

Overlapping Liens. Contained within the boundaries of the District are certain overlapping local agencies providing public services and assessing property taxes, assessments, special taxes and other charges on the property in the District. Many of these local agencies have outstanding debt. The current and estimated direct and overlapping obligations affecting the property in the District are shown in the following tables. Applicable percentages were estimated by determining the portion of the overlapping district's assessed value that is within the boundaries of the District divided by the overlapping district's total taxable assessed value. The following table was prepared by California Municipal Statistics, Inc., and is included for general information purposes only. Neither the Authority, the City nor the Underwriter has reviewed this report for completeness or accuracy and makes no representation in connection therewith.

**ROSEVILLE FINANCE AUTHORITY
Direct and Overlapping Debt
Stoneridge East CFD
As of April 1, 2017**

2016-17 Local Secured Assessed Valuation: \$459,802,678 (Land and Improvements)

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt</u>
Roseville Joint Union High School District General Obligation Bonds	1.745%	\$ 2,061,041
Roseville City School District General Obligation Bonds	3.064	560,340
City of Roseville Stoneridge East CFD No. 1	100.000	<u>12,505,000</u>⁽¹⁾
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$15,126,381

<u>OVERLAPPING GENERAL FUND DEBT:</u>		
Placer County Certificates of Participation	0.682%	\$ 212,683
Placer County Office of Education Certificates of Participation	0.682	8,863
Sierra Joint Community College District Certificates of Participation	0.516	34,291
Roseville Joint Union High School District Certificates of Participation	1.745	9,775
Roseville City School District Certificates of Participation	3.064	238,392
City of Roseville Certificates of Participation	2.311	590,787
Placer Mosquito and Vector Control District Certificates of Participation	0.682	<u>23,794</u>
TOTAL GROSS OVERLAPPING GENERAL FUND DEBT		\$1,118,585
Less: City of Roseville supported obligations		<u>74,904</u>
TOTAL NET OVERLAPPING GENERAL FUND DEBT		\$1,043,681

GROSS COMBINED TOTAL DEBT	\$16,244,966⁽²⁾
NET COMBINED TOTAL DEBT	\$16,170,062

Ratios to 2016-17 Assessed Valuation:

Direct Debt (\$12,505,000)	2.72%
Total Direct and Overlapping Tax and Assessment Debt.....	3.29%
Gross Combined Total Debt	3.53%
Net Combined Total Debt.....	3.52%

(1) Excludes CFD Bonds to be sold.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Source: California Municipal Statistics.

Value-to-Lien Ratios by Range. The following table summarizes the combined value-to-lien ratios of all property in the District against the District's CFD Bonds, by value-to-lien ratio ranges.

ROSEVILLE FINANCE AUTHORITY
Summary Value-to-Lien Ratios by Range – Stoneridge East CFD

Value-to-Lien Ratio	No. of Parcels	Total 2016-17 Assessed Value	Total 2016-17 Special Tax	Direct Bonded Debt ⁽¹⁾	% Total CFD Bonded Debt	Overlapping Debt	Total Direct & Overlapping Debt	Value to Direct & Overlapping Debt
Greater than 50:1	44	\$64,751,636	\$80,846	\$774,910	6.5%	\$369,893	\$1,144,803	56.56
40:1 to 49.99:1	273	149,484,277	275,156	2,637,387	22.1	852,270	3,489,657	42.84
30:1 to 39.99:1	454	215,850,641	492,090	4,716,703	39.6	1,230,186	5,946,889	36.30
20:1 to 29.99:1	64	24,660,536	79,507	762,073	6.4	140,713	902,786	27.32
10:1 to 19.99:1	18	2,236,708	17,030	163,234	1.4	12,234	175,469	12.75
5:1 to 9.99:1	17	1,240,274	15,703	150,515	1.3	7,077	157,592	7.87
0:1 to 4.99:1	154	1,578,606	282,230	2,705,177	22.7	9,008	2,714,185	0.58
Total	1,024	\$459,802,678	\$1,242,562	\$11,910,000	100.0%	\$2,621,381	\$14,531,381	31.64

(1) The par amount of the CFD Bonds has been allocated based upon each parcel's proportionate share of the aggregate local obligation debt that will be outstanding as of September 30, 2017.

Source: Assessed Values – Placer County 2016-17 Secured Property Roll, as compiled by Willdan Financial Services.

Value-to-Lien Ratios by Development Category. The following table summarizes the combined value-to-lien ratio of all property in the District against the District's CFD Bonds, by development category.

ROSEVILLE FINANCE AUTHORITY
Value-to-Lien Ratios by Development Category – Stoneridge East CFD

Development Category	No. of Parcels Levied	Total Assessed Value	2016-17 Special Tax	Bonded Debt⁽¹⁾	% of Bonded Debt	Total Direct & Overlapping Debt	Value-to-Lien	Value to Direct & Overlapping Debt
<u>Single-Family Residential:</u>								
Developed	887	\$414,102,845	\$923,774	\$8,854,412	74.3%	\$11,214,609	46.77	36.93
Undeveloped	136	1,127,881	265,613	2,545,904	21.4	2,552,339	0.44	0.44
<i>Single-Family Residential Total</i>	<i>1,023</i>	<i>\$415,230,726</i>	<i>\$1,189,387</i>	<i>\$11,400,315</i>	<i>95.7%</i>	<i>\$13,766,949</i>	<i>36.42</i>	<i>30.16</i>
<u>Multi-Family Residential:</u>								
Developed	1	44,571,952	53,175	509,685	4.3%	764,432	87.45	58.31
<i>Multi-Family Residential Total</i>	<i>1</i>	<i>\$44,571,952</i>	<i>\$53,175</i>	<i>\$509,685</i>	<i>4.3%</i>	<i>\$764,432</i>	<i>87.45</i>	<i>58.31</i>
Total	1,024	\$459,802,678	\$1,242,562	\$11,910,000	100.0%	\$14,531,381	38.61	31.64

(1) The par amount of the CFD Bonds has been allocated based upon each parcel's proportionate share of the aggregate local obligation debt that will be outstanding as of September 30, 2017.
Source: Assessed Values - Placer County 2016-17 Secured Property Roll, as compiled by Willdan Financial Services.

Value-to-Lien Ratios for Top Ten Taxpayers. The following table summarizes the combined value-to-lien ratio of the top ten taxpayers of property in the District against the District's CFD Bonds.

ROSEVILLE FINANCE AUTHORITY
Assessed Values and Value-to-Lien Ratios for Top Ten Taxpayers – Stoneridge East CFD

Property Owner	No. of Parcels Levied	2016-17 Assessed Values			Direct Bonded Debt ⁽¹⁾	% of Total CFD Bonded Debt	Value-to- Lien Ratio
		Land	Structure	Total			
Elliott Homes Inc.	172	\$1,339,884	\$2,720,499	\$4,060,383	\$2,852,274	23.95%	1.42
Forest Cove 388 LLLC	1	5,547,912	39,024,040	44,571,952	509,685	4.28	87.45
Razavi Seyed Mohammad Sadat & Teymourian	4	588,879	1,704,272	2,293,151	42,253	0.35	54.27
Sabzevary Iraj & Mokarami Behrang	2	341,619	645,268	986,887	23,601	0.20	41.82
Stella Maria T	2	279,096	695,232	974,328	20,702	0.17	47.06
Paduraru Gelu & Anghelica	2	425,653	655,484	1,081,137	20,038	0.17	53.96
Cristanelli Marlene D	2	242,026	751,804	993,830	20,004	0.17	49.68
Jahani Abdol Hamid Tr	2	206,441	527,093	733,534	19,177	0.16	38.25
Gill Baljinder Singh & Bisla Harinder K	2	228,016	617,070	845,086	19,118	0.16	44.20
Sakahara Jerry K & Susan A Ttee	1	101,300	362,700	464,000	14,356	0.12	32.32
<i>Subtotal</i>	<i>190</i>	<i>\$9,300,826</i>	<i>\$47,703,462</i>	<i>\$57,004,288</i>	<i>\$3,541,208</i>	<i>29.73%</i>	<i>16.10</i>
All other Taxpayers	834	\$128,445,754	\$274,352,636	\$402,798,390	\$8,368,792	70.27%	48.13
Total	1,024	\$137,746,580	\$322,056,098	\$459,802,678	\$11,910,000	100.00%	38.61

(1) The par amount of the CFD Bonds has been allocated based upon each parcel's proportionate share of the aggregate local obligation debt that will be outstanding as of September 30, 2017.

Source: Assessed Values – Placer County 2016-17 Secured Property Roll, as compiled by Willdan Financial Services.

Ongoing Development by Elliott Homes. As shown in the table above, as of the January 1, 2016 lien date for the 2016-17 County property tax roll, Elliot Homes owned 172 parcels in the District. Of those 172 parcels, 170 were single-family residential lots and 2 were large-lot parcels expected to be subdivided into 149 single-family residential lots. As of the January 1, 2016 lien date, 36 of Elliot's 172 parcels showed assessed structure value of about \$2.7 million. As of April 2017, according to County ownership records, 68 of the 170 single-family residential lots owned by Elliott Homes as of January 1, 2016 had been sold to individual homeowners and the 2 large-lot parcels had been subdivided into 149 single-family residential lots. In addition, according to the City's building department, as of April 2017, building permits had been issued with respect to all but 9 of the remaining 102 single family lots that were owned by Elliott Homes as of January 1, 2016. These building permits have a total building valuation of approximately \$23.8 million. With respect to the more recently subdivided 149 single-family lots, 4 building permits were issued in September of 2016.

Delinquencies

The following table is a summary of Special Tax levies, delinquencies and delinquency rates in Stoneridge East CFD for fiscal years 2011-12 to 2016-17 (1st installment).

ROSEVILLE FINANCE AUTHORITY
Special Tax Levies, Delinquencies and Delinquency Rates
Stoneridge East CFD
Fiscal Years 2011-12 to 2016-2017 (1st Installment)

Fiscal Year	Annual Special Taxes Levied	No. of Parcels Levied	As of Each Fiscal Year End ⁽¹⁾				As of February 16, 2017			
			Amount Collected ⁽²⁾	Amount Delinquent ⁽²⁾	No. of Parcels Delinquent	% Levy Delinquent	Remaining Amount Collected ⁽²⁾	Remaining Amount Delinquent ⁽²⁾	Remaining No. of Parcels Delinquent	% Levy Delinquent
2011-12	\$1,145,695	771	\$1,133,240	\$12,455	16	1.09%	\$12,455	\$0	0	0.00%
2012-13	1,183,570	771	1,175,634	7,936	12	0.67	7,936	0	0	0.00
2013-14	1,244,292	771	1,236,258	8,034	12	0.65	8,034	0	0	0.00
2014-15	1,233,599	834	1,230,630	2,968	6	0.24	2,968	0	0	0.00
2015-16	1,232,463	943	1,226,209	6,254	10	0.51	6,254	0	0	0.00
2016-17 ⁽³⁾	1,242,562	1,024	618,223	3,058	6	0.49	0	3,058	6	0.49

(1) Delinquency information as of May or June of the fiscal year in which the Special Taxes were levied, except for the first installment of fiscal year 2016-17 as noted below.

(2) Delinquent amounts and collections shown above do not include penalties, interest or fees.

(3) The above fiscal year 2016-17 delinquency information reflects the collection of the first installment only, as the second installment collection data is not yet available. The percent levy delinquent for fiscal year 2016-17 reported above was calculated using the first installment delinquent amount of \$6,615 and one-half of the fiscal year 2016-17 Special Tax Levy amount shown above.

Source: Placer County Tax Collector, as compiled by Willdan Financial Services.

APPENDIX D-4

INFORMATION ABOUT CROCKER RANCH CFD

Location and Description

Crocker Ranch CFD, which is approximately 247 acres, is contiguous to the City's northwest border and is bordered by Blue Oaks Boulevard on the south and Fiddymment Road on the east. Crocker Ranch CFD is located approximately one and one-quarter miles west of State Highway 65 via Blue Oaks Boulevard. This District contains 1,155 taxable parcels consisting primarily of developed residential property with some commercial property.

Crocker Ranch CFD was formed by the City Council of the City in 2002, in accordance with the procedures set forth in the Act. The City is authorized to levy Special Taxes on land within Crocker Ranch CFD pursuant to the District's Rate and Method of Apportionment of Special Taxes, which is referred to herein as the Special Tax Formula for Crocker Ranch CFD. For the complete text of the Special Tax Formula for Crocker Ranch CFD, see APPENDIX C-4.

Valuation and Value-to-Lien

Assessed Value of Land in Crocker Ranch CFD. The aggregate Assessed Valuation of taxable property in the Crocker Ranch CFD (1,155 parcels), derived from the Placer County Assessor's Fiscal Year 2016-17 property tax roll, is \$520,965,935.

Historical Assessed Valuations. The following table presents historical assessed valuation of taxable property in the District for fiscal years 2012-13 through 2016-17.

ROSEVILLE FINANCE AUTHORITY Crocker Ranch CFD Historical Assessed Valuation

<u>Fiscal Year</u>	<u>Parcels</u>	<u>Assessed Value⁽¹⁾</u>	<u>Annual AV Growth</u>
2012-13	1,087	\$329,199,103	-- %
2013-14	1,087	378,360,549	14.9
2014-15	1,155	463,253,206	22.4
2015-16	1,155	493,647,207	6.6
2016-17	1,155	520,965,935	5.5

(1) Total of land and structure assessed values.

Source: Placer County, as compiled by Willdan Financial Services.

Overlapping Liens. Contained within the boundaries of the District are certain overlapping local agencies providing public services and assessing property taxes, assessments, special taxes and other charges on the property in the District. Many of these local agencies have outstanding debt. The current and estimated direct and overlapping obligations affecting the property in the District are shown in the following tables. Applicable percentages were estimated by determining the portion of the overlapping district's assessed value that is within the boundaries of the District divided by the overlapping district's total taxable assessed value. The following table was prepared by California Municipal Statistics, Inc., and is included for general information purposes only. Neither the Authority, the City nor the Underwriter has reviewed this report for completeness or accuracy and makes no representation in connection therewith.

ROSEVILLE FINANCE AUTHORITY
Direct and Overlapping Debt
Crocker Ranch CFD
As of April 1, 2017

2016-17 Local Secured Assessed Valuation: \$520,965,935 (Land and Improvements)

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt</u>
Roseville Joint Union High School District General Obligation Bonds	1.976%	\$ 2,333,772
Roseville City School District General Obligation Bonds	3.470	634,488
City of Roseville Crocker Ranch CFD No. 1	100.000	<u>15,636,500</u>⁽¹⁾
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$18,604,760
 <u>OVERLAPPING GENERAL FUND DEBT:</u>		
Placer County Certificates of Participation	0.772%	\$ 240,827
Placer County Office of Education Certificates of Participation	0.772	10,036
Sierra Joint Community College District Certificates of Participation	0.584	38,829
Roseville Joint Union High School District Certificates of Participation	1.976	11,068
Roseville City School District Certificates of Participation	3.470	269,938
City of Roseville Certificates of Participation	2.617	668,964
Placer Mosquito and Vector Control District Certificates of Participation	0.772	<u>26,943</u>
TOTAL GROSS OVERLAPPING GENERAL FUND DEBT		\$1,266,605
Less: City of Roseville supported obligations		<u>84,816</u>
TOTAL NET OVERLAPPING GENERAL FUND DEBT		\$1,181,789
 GROSS COMBINED TOTAL DEBT		\$19,871,365⁽²⁾
NET COMBINED TOTAL DEBT		\$19,786,549

Ratios to 2016-17 Assessed Valuation:

Direct Debt (\$15,636,500)	3.00%
Total Direct and Overlapping Tax and Assessment Debt.....	3.57%
Gross Combined Total Debt	3.81%
Net Combined Total Debt.....	3.80%

(1) Excludes the CFD Bonds to be sold.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Source: California Municipal Statistics.

Value-to-Lien Ratios by Range. The following table summarizes the combined value-to-lien ratios of all property in the District against the District's CFD Bonds, by value-to-lien ratio ranges.

ROSEVILLE FINANCE AUTHORITY
Summary Value to Lien Ratios by Range – Crocker Ranch CFD

Value-to-Lien Ratio	No. of Parcels	Total 2016-17 Assessed Value	Total 2016-17 Special Tax	Direct Bonded Debt ⁽¹⁾	% Total CFD Bonded Debt	Overlapping Debt	Total Direct & Overlapping Debt	Value to Direct & Overlapping Debt
Greater than 40	28	\$13,111,911	\$23,381	\$237,407	1.6%	\$74,816	\$312,223	42.00
30:1 to 39.99:1	429	224,100,850	535,673	5,439,102	36.2	1,277,262	6,716,364	33.37
20:1 to 29.99:1	648	271,255,294	860,712	8,739,476	58.1	1,544,869	10,284,345	26.38
10:1 to 19.99:1	48	12,432,346	59,343	602,557	4.0	70,939	673,496	18.46
5:1 to 9.99:1	0	0	0	0	0.0	0	0	-
0:1 to 4.99:1	2	65,534	1,670	16,958	0.1	374	17,332	3.78
Total	1,155	\$520,965,935	\$1,480,779	\$15,035,500	100.0%	\$2,968,260	\$18,003,760	28.94

(1) The par amount of the CFD Bonds has been allocated based upon each parcel's proportionate share of the aggregate local obligation debt that will be outstanding as of September 30, 2017.
Source: Assessed Values – Placer County 2016-17 Secured Property Roll, as compiled by Willdan Financial Services.

Value-to-Lien Ratios by Development Category. The following table summarizes the combined value-to-lien ratio of all property in the District against the District's CFD Bonds, by development category.

ROSEVILLE FINANCE AUTHORITY
Value-to-Lien Ratios by Development Category – Crocker Ranch CFD

Development Category	No. of Parcels Levied	Total Assessed Value	2016-17 Special Tax	Bonded Debt ⁽¹⁾	% of Bonded Debt	Total Direct & Overlapping Debt	Value-to-Lien	Value to Direct & Overlapping Debt
<u>Single-Family Residential:</u>								
Developed	1,153	\$520,900,401	\$1,479,109	\$15,018,542	99.9%	\$17,986,429	34.68	28.96
Undeveloped	2	65,534	1,670	16,958	0.1	17,332	3.86	3.78
Single-Family Residential Total	1,155	\$520,965,935	\$1,480,779	\$15,035,500	100.0%	\$18,003,760	34.65	28.94

(1) The par amount of the CFD Bonds has been allocated based upon each parcel's proportionate share of the aggregate local obligation debt that will be outstanding as of September 30, 2017.
Source: Assessed Values – Placer County 2016-17 Secured Property Roll, as compiled by Willdan Financial Services.

Value-to-Lien Ratios for Top Ten Taxpayers. The following table summarizes the combined value-to-lien ratio of the top ten taxpayers of property in the District against the District's CFD Bonds.

ROSEVILLE FINANCE AUTHORITY
Assessed Values and Value-to-Lien Ratios for Top Ten Taxpayers – Crocker Ranch CFD

Property Owner	No. of Parcels	<u>2016-17 Assessed Values</u>			Direct Bonded Debt ⁽¹⁾	% of Bonded Debt	Value- to-Lien
		Land	Structure	Total			
All Taxpayers Less Than 1%	1,155	\$122,590,818	\$398,375,117	\$520,965,935	\$15,035,500	100.00%	34.65

(1) The par amount of the CFD Bonds has been allocated based upon each parcel's proportionate share of the aggregate local obligation debt that will be outstanding as of September 30, 2017.

Source: Assessed Values – Placer County 2016-17 Secured Property Roll, as compiled by Willdan Financial Services.

Delinquencies

The following table is a summary of Special Tax levies, delinquencies and delinquency rates in Crocker Ranch CFD for fiscal years 2011-12 to 2016-17 (1st installment).

ROSEVILLE FINANCE AUTHORITY
Special Tax Levies, Delinquencies and Delinquency Rates
Crocker Ranch CFD
Fiscal Years 2011-12 to 2016-2017 (1st Installment)

Fiscal Year	Annual Special Taxes Levied	No. of Parcels Levied	As of Each Fiscal Year End ⁽¹⁾				As of February 16, 2017			
			Amount Collected ⁽²⁾	Amount Delinquent ⁽²⁾	No. of Parcels Delinquent	% Levy Delinquent	Remaining Amount Collected ⁽²⁾	Remaining Amount Delinquent ⁽²⁾	Remaining No. of Parcels Delinquent	% Levy Delinquent
2011-12	\$1,686,993	1,001	\$1,657,661	\$29,332	27	1.74%	\$27,988	\$1,344	1	0.08%
2012-13	1,470,790	1,087	1,446,675	24,115	28	1.64	24,115	0	0	0.00
2013-14	1,471,144	1,087	1,450,567	20,577	23	1.40	18,815	1,762	2	0.12
2014-15	1,497,079	1,155	1,485,784	11,295	11	0.75	10,167	1,128	1	0.08
2015-16	1,480,022	1,155	1,466,155	13,867	16	0.94	12,077	1,789	2	0.12
2016-17 ⁽³⁾	1,480,779	1,155	733,775	6,615	10	0.89	0	6,615	10	0.89

(1) Delinquency information as of May or June of the fiscal year in which the Special Taxes were levied, except for the first installment of fiscal year 2016-17 as noted below.

(2) Delinquent amounts and collections shown above do not include penalties, interest or fees.

(3) The above fiscal year 2016-17 delinquency information reflects the collection of the first installment only, as the second installment collection data is not yet available. The percent levy delinquent for fiscal year 2016-17 reported above was calculated using the first installment delinquent amount of \$6,615 and one-half of the fiscal year 2016-17 Special Tax Levy amount shown above.

Source: Placer County Tax Collector, as compiled by Willdan Financial Services.

APPENDIX E
FORM OF BOND COUNSEL OPINION

_____, 2017

Roseville Finance Authority
311 Vernon Street
Roseville, California 95678

OPINION: \$_____ Roseville Finance Authority
Special Tax Revenue Refunding Bonds, Series 2017A

Members of the Authority:

We have acted as bond counsel to the Roseville Finance Authority (the "Authority") in connection with the delivery by the Authority of the above-referenced bonds (the "Bonds"), issued under the provisions of Article 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code (the "Bond Law"), and pursuant to an Indenture of Trust dated as of July 1, 2017 (the "Indenture"), between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee. We have examined the Bond Law, an executed copy of the Indenture and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the Authority contained in the Indenture and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon our examination we are of the opinion, under existing law, that:

1. The Authority is a public agency duly organized and existing under the laws of the State of California, with power to enter into the Indenture, to perform the agreements on its part contained therein and to issue the Bonds.
2. The Bonds have been duly authorized, executed and delivered by the Authority and are legal, valid and binding obligations of the Authority, payable solely from the sources provided therefor in the Indenture.
3. The Indenture has been duly approved by the Authority and constitutes a legal, valid and binding obligation of the Authority enforceable against the Authority in accordance with its terms.
4. Pursuant to the Bond Law, the Indenture establishes a valid lien on and pledge of the Revenues (as such term is defined in the Indenture) for the security of the Bonds.

5. Interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; it should be noted, however, that for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest is taken into account in determining certain income and earnings. The opinions set forth in the preceding sentence are subject to the condition that the Authority and the City of Roseville (the "City") comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Authority and the City have covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. We express no opinion regarding other federal tax consequences arising with respect to the ownership, sale or disposition of the Bonds, or the amount, accrual or receipt of interest on the Bonds.

6. Interest on the Bonds is exempt from personal income taxation imposed by the State of California.

The rights of the owners of the Bonds and the enforceability of the Bonds and the Indenture are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

A Professional Law Corporation

APPENDIX F

FORM OF CONTINUING DISCLOSURE CERTIFICATE

\$ _____
**ROSEVILLE FINANCE AUTHORITY
SPECIAL TAX REVENUE REFUNDING BONDS
SERIES 2017A**

This Continuing Disclosure Certificate (this “Disclosure Certificate”) is executed and delivered by the City of Roseville (the “City”), for and on behalf of itself and the Roseville Finance Authority (the “Authority”), in connection with the issuance by the Authority of the Special Tax Revenue Refunding Bonds captioned above (the “Bonds”). The Bonds are generally secured by revenues derived from debt service payments made on four series of special tax refunding bonds issued by the City in 2007: (i) City of Roseville Stoneridge Parcel 1 Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2007, (ii) City of Roseville Stoneridge West Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2007, (iii) City of Roseville Stoneridge East Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2007, and (iv) City of Roseville Crocker Ranch Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2007 (collectively, the “CFD Bonds”). The CFD Bonds are generally secured by special taxes levied against taxable property in each respective Community Facilities District. The Bonds are being issued under an Indenture of Trust, dated as of July 1, 2017 (the “Indenture”), by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”).

The City, on behalf of itself and the Authority, hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City, for and on behalf of itself and the Authority, for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

Section 2. Definitions. In addition to the definitions set forth above and in the Indenture, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 2, the following capitalized terms shall have the following meanings:

“*Annual Report*” means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“*Annual Report Date*” means the date that is 9 months after the end of the City’s Fiscal Year (currently March 31 based on the City’s Fiscal Year end of June 30).

“*Dissemination Agent*” means Willdan Financial Services, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

“*Listed Events*” means any of the events listed in Section 5(a) of this Disclosure Certificate.

“*MSRB*” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

“*Official Statement*” means the final official statement executed by the Authority in connection with the issuance of the Bonds.

“*Participating Underwriter*” means RBC Capital Markets, LLC, the original underwriter of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

“*Rule*” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing March 31, 2018, with the report for the 2016-17 Fiscal Year, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City and the Authority may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City's Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City shall provide in a timely manner (or cause the Dissemination Agent to provide in a timely manner) to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

(a) The audited financial statements of the City and the Authority, together with the following statement:

THE CITY'S AND THE AUTHORITY'S ANNUAL FINANCIAL STATEMENTS ARE PROVIDED SOLELY TO COMPLY WITH THE SECURITIES EXCHANGE COMMISSION STAFF'S INTERPRETATION OF RULE 15C2-12. NO FUNDS OR ASSETS OF THE CITY OR THE AUTHORITY OTHER THAN THOSE PLEDGED UNDER THE INDENTURE ARE REQUIRED TO BE USED TO PAY DEBT SERVICE ON THE BONDS, AND NEITHER THE CITY NOR THE AUTHORITY ARE OBLIGATED TO ADVANCE AVAILABLE FUNDS FROM ANY SOURCE TO COVER ANY DELINQUENCIES. INVESTORS SHOULD NOT RELY ON THE FINANCIAL CONDITION OF THE CITY OR THE AUTHORITY IN EVALUATING WHETHER TO BUY, HOLD OR SELL THE BONDS.

The audited financial statements shall be prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If such audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Additional Items relating to the Authority and the Districts:

1. Principal amount of Bonds outstanding as of September 30th preceding the filing of the Annual Report.

2. Amount of the undrawn Reserve Surety held by Trustee. Statement of projected reserve fund draw on the Reserve Surety, if any.

3. Balance in funds and accounts held by Authority or Trustee related to the Bonds as of September 30th preceding the filing of the Annual Report.

4. The information contained in the following tables in the Official Statement: (i) "Assessed Values and Value-to-Lien Ratios for Top Ten Taxpayers – The Districts Combined", (ii) "Summary Value to Lien Ratios by Range – The Districts Combined", (iii) "Summary Value to Lien Ratios by Range – Stoneridge Parcel 1 CFD," (iv) "Summary Value to Lien Ratios by Range – Stoneridge West CFD," (v) "Summary Value to Lien Ratios by Range – Stoneridge East CFD," and (vi) "Summary Value to Lien Ratios by Range – Crocker Ranch CFD," in each case, as of September 30th preceding the filing of the Annual Report but excluding any overlapping debt information.

5. The Special Tax levy, the delinquency rate, total amount of delinquencies, number of parcels delinquent in payment for the five most recent fiscal years for each District with outstanding CFD Bonds.

6. Notwithstanding the June 30th reporting date for the Annual Report, the following information shall be reported as of the last day of the month immediately preceding the date of the Annual Report rather than as of June 30th. Identity of each delinquent taxpayer responsible for 5% or more of the total Special Tax levied, and the

following information with respect thereto: assessor parcel number, assessed value of applicable properties, amount of Special Tax levied, amount delinquent by parcel number and status of foreclosure proceedings. If any foreclosure has been completed, summary of results of foreclosure sales or transfers.

7. For each District, additional debt authorized to be issued by the City that is payable from or secured by assessments or special taxes with respect to property within such District.

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.

- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person.
- (13) The consummation of a merger, consolidation, or acquisition involving the City or an obligated person, or the sale of all or substantially all of the assets of the City or an obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Indenture.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), and (a)(14) of this Section 5 contain the qualifier "if material." The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that the City determines the event's occurrence is material for purposes of U.S. federal securities law.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under the Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be Willdan Financial Services. Any Dissemination Agent may resign by providing 30 days' written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Indenture for amendments to the Indenture with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first Annual Report filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to this Disclosure Certificate modifying the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Listed Event under Section 5(c).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation

under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the City fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the City hereunder, and shall not be deemed to be acting in any fiduciary capacity for the City, the Bond holders or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

Date: _____, 2017

CITY OF ROSEVILLE, for and on behalf of
itself and the ROSEVILLE FINANCE
AUTHORITY

By: _____

AGREED AND ACCEPTED:
Willdan Financial Services,
as Dissemination Agent

By: _____
Name: _____
Title: _____

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Roseville Finance Authority

Name of Issue: Roseville Finance Authority Special Tax Revenue Refunding Bonds, Series 2017A

Date of Issuance: _____, 2017

NOTICE IS HEREBY GIVEN that the City of Roseville (the "City") for and on behalf of the Authority has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate, dated as of _____, 2017, executed by and between the City and countersigned by Willdan Financial Services, as dissemination agent. The City anticipates that the Annual Report will be filed by _____.

Dated: _____

DISSEMINATION AGENT:

Willdan Financial Services

By: _____

Its: _____

APPENDIX G

DTC AND THE BOOK-ENTRY-ONLY SYSTEM

The following description of the Depository Trust Company ("DTC"), the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, interest and other payments on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the issuer of the Bonds (the "Issuer") nor the trustee, fiscal agent or paying agent appointed with respect to the Bonds (the "Agent") take any responsibility for the information contained in this Appendix.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company ("DTC") will act as securities depository for the Bonds (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each maturity of the Securities in the aggregate principal amount of such maturity, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and

dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC is rated "AA+" by Standard & Poor's. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices will be sent to DTC. If less than all of the Securities within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Principal, redemption price and interest payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or the Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Agent, or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, redemption price and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or the Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. If applicable, a Beneficial Owner will give notice to elect to have its Securities purchased or tendered, through its Participant, to tender/remarketing agent, and will effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to tender/remarketing agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to tender/remarketing agent's DTC account.

10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the Issuer or the Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

11. The Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

**[[APPENDIX H
SPECIMEN MUNICIPAL BOND INSURANCE POLICY]]**

PURCHASE CONTRACT

\$ _____
ROSEVILLE FINANCE AUTHORITY
SPECIAL TAX REVENUE REFUNDING BONDS
SERIES 2017A

_____, 2017

Roseville Finance Authority
311 Vernon Street
Roseville, California 95678
Attention: Chair

Ladies and Gentlemen:

The undersigned, RBC Capital Markets, LLC (the "Underwriter") offers to enter into this purchase contract (this "Purchase Contract") with the Roseville Finance Authority (the "Authority") which, upon the acceptance of the Authority of this offer, will be binding upon the Authority and the Underwriter. This offer is made subject to the Authority's written acceptance hereof on or before 11:59 p.m. Pacific time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the Authority at any time prior to the acceptance hereof by the Authority. Terms not otherwise defined in this Purchase Contract shall have the same meanings set forth in the Indenture (as defined herein) or in the Official Statement (as defined herein).

1. **Purchase and Sale of the Bonds.** Subject to the terms and conditions and in reliance upon the representations and agreements set forth herein, the Underwriter hereby agrees to purchase from the Authority, and the Authority hereby agrees to sell and deliver to the Underwriter, all, but not less than all, of the Authority's Special Tax Revenue Refunding Bonds, Series 2017A (the "Bonds").

The principal amount of the Bonds to be issued, the dated date therefor, the maturities, and interest rates per annum are set forth in Exhibit A hereto and as further described in the Official Statement (as defined herein). The Bonds shall be as described in, and shall be issued and secured under and pursuant to the provisions of the resolution adopted by the Authority on _____, 2017 (the "Resolution") and an Indenture of Trust, dated as of July 1, 2017 (the "Indenture"), between the Authority and The Bank of New York Trust Company, N.A., as trustee (the "Trustee"). The Bonds are being issued pursuant to the Indenture and the provisions of Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53570 of said Code.

The Underwriter has agreed to purchase all (but not less than all) of the Bonds from the Authority at a purchase price of \$ _____ (being 100% of the aggregate principal amount

thereof, plus a net original issue premium of \$ _____ and less an Underwriter's discount of \$ _____).

Proceeds of the Bonds are to be used primarily to refund, on a current basis, the Authority's Revenue Bonds, 2007 Series A (Senior Lien Bonds) and 2007 Series B (Junior Lien Bonds) (collectively, the "2007 Bonds"), the proceeds of which were used to purchase the City of Roseville Stoneridge Parcel 1 Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2007, the City of Roseville Stoneridge West Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2007, the City of Roseville Stoneridge East Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2007 and City of Roseville Crocker Ranch Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2007 (collectively, the "2007 CFD Bonds"). The 2007 CFD Bonds were issued to fund public infrastructure in the City of Roseville's Stoneridge Parcel 1 Community Facilities District No. 1, Stoneridge West Community Facilities District No. 1, Stoneridge East Community Facilities District No. 1, and its Crocker Ranch Community Facilities District No. 1 (together, the "Districts") related to original development in the Districts.

The Bonds are payable solely from "Revenues" pledged by the Authority under the Indenture, which consist primarily of payments received by the Authority from the City from (i) the \$2,025,000 City of Roseville Stoneridge Parcel 1 Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2007, (ii) \$13,530,000 City of Roseville Stoneridge West Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2007, (iii) \$17,285,000 City of Roseville Stoneridge East Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2007, and (iv) \$20,435,000 City of Roseville Crocker Ranch Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2007 (collectively, the "CFD Bonds").

2. Public Offering. The Underwriter agrees to make a bona fide public offering of all of the Bonds at a price not to exceed the public offering price set forth on the inside cover of the Official Statement (as defined herein) and as set forth in Exhibit A.

The Underwriter has been duly authorized to execute this Purchase Contract and to act hereunder. Inasmuch as this purchase and sale represents a negotiated transaction, the Authority acknowledges and agrees that (i) the transaction contemplated by this Purchase Contract is an arm's length, commercial transaction between the Authority and the Underwriter in which the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Authority and the Underwriter has financial interests that differ from those of the Authority; (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to the Authority with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Authority on other matters); (iii) the Underwriter is acting solely in its capacity as Underwriter for its own account, (iv) the only contractual obligations the Underwriter has to the Authority with respect to the transaction contemplated hereby expressly are set forth in this Purchase Contract or otherwise imposed by law; and (v) the Authority has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate. Nothing in

the foregoing paragraph is intended to limit the Underwriter's obligations of fair dealing under MSRB Rule G-17 of the MSRB. The Authority acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the MSRB and acknowledges that it has engaged FirstSouthwest, a Division of Hilltop Securities Inc., as its municipal advisor (as defined in Securities and Exchange Commission Rule 15Ba1) (the "Municipal Advisor") and will rely solely on the Municipal Advisor for financial advice with respect to the Bonds.

3. The Official Statement.

(a) The Authority hereby ratifies, confirms and approves of the use and distribution by the Underwriter prior to the date hereof of the preliminary official statement relating to the Bonds, dated _____, 2017 (including the cover page, all appendices thereto, the "Preliminary Official Statement"). The Authority hereby confirms that the Authority has deemed final the Preliminary Official Statement for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("Rule 15c2-12"). The Authority hereby agrees to deliver or cause to be delivered to the Underwriter, within seven (7) business days of the date hereof, copies of the final official statement, dated the date hereof, relating to the Bonds (including all information previously permitted to have been omitted by Rule 15c2-12 and any amendments or supplements as have been approved by the Authority and the Underwriter) (the "Official Statement") in such quantity as the Underwriter shall request in order to permit the Underwriter to comply with Rule 15c2-12. The Authority hereby approves of the use and distribution by the Underwriter of the Official Statement in connection with the offer and sale of the Bonds.

(b) The Underwriter hereby agrees to file the Official Statement with the MSRB.

4. Representations and Agreements of the Authority. The Authority hereby represents to and agrees with the Underwriter that:

(a) The Authority is a joint powers agency organized and existing under the laws of the State of California and has full power and authority to adopt the Resolution and to enter into and to perform its obligations under the Indenture, the Escrow Agreement relating to the redemption of the 2007 Bonds (the "Escrow Agreement"), among the City, the Authority, and The Bank of New York Trust Company, N.A., as escrow agent (the "Escrow Agent"), the Continuing Disclosure Certificate, and this Purchase Contract (collectively, the "Authority Documents"); and when executed and delivered by the respective parties thereto, the Authority Documents will constitute the legal, valid and binding obligations of the Authority enforceable in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against joint powers agencies in the State of California;

(b) By official action of the Authority prior to or concurrently with the acceptance hereof, the Authority has approved and authorized the distribution of the Preliminary Official Statement and the Official Statement and authorized and approved the execution and delivery of

the Authority Documents and the consummation by the Authority of the transactions contemplated thereby;

(c) To the knowledge of the Authority, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body pending against the Authority seeking to restrain or enjoin the sale or issuance of the Bonds, or in any way contesting or affecting any proceedings of the Authority taken concerning the sale thereof, the pledge or application of any moneys or security provided for the payment of the Bonds, in any way contesting the validity or enforceability of the Authority Documents or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or the existence or powers of the Authority relating to the sale of the Bonds;

(d) As of the date thereof, the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(e) To the knowledge of the Authority, the statements and information relating to the Authority and the Districts contained in the Official Statement are true and correct in all material respects, and the information relating to the Authority and the Districts contained in the Official Statement does not contain an untrue statement of a material fact or omit any statement or information relating to the Authority and the Districts which is necessary to make such statements and information therein, in the light of the circumstances under which they were made, not misleading in any material respect;

(f) The Authority will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter, at the expense of the Underwriter as the Underwriter may reasonably request in endeavoring (i) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualification in effect so long as required for distribution of the Bonds; provided, however, that in no event shall the Authority be required to take any action which would subject it to general or unlimited service of process in any jurisdiction in which it is not now so subject;

(g) The financial statements of, and other financial information regarding, the Authority in the Official Statement fairly present the financial position and results of the Authority as of the dates and for the periods therein set forth. Except as may otherwise be described in the Official Statement, the Authority is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the Authority, would have a materially adverse effect on the financial condition of the Authority;

(h) To the knowledge of the Authority, the execution and delivery by the Authority of the Authority Documents and compliance with the provisions on the Authority's part contained therein will not conflict with or constitute a material breach of or default under any law,

administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the Authority under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Authority Documents;

(i) If before the earlier of the date 25 days from the “end of the underwriting period” (as defined in S.E.C. Rule 15c2-12) or the date all of the Bonds are sold (which the Authority may assume is the closing date unless otherwise informed in writing by the Underwriter), an event occurs which, in the reasonable opinion of the Underwriter or its counsel, might or would cause the information contained in the Official Statement as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading, the Authority, if requested by the Underwriter, or if the Authority is informed of need to amend or supplement the Official Statement by the City, the Authority will cooperate in amending or supplementing the Official Statement in a form and in a manner approved by the Underwriter.

(j) The Revenues constituting the security for the Bonds have been duly and lawfully authorized and may be pledged under the Act and the Constitution and the applicable laws of the State.

(k) Between the date of this Purchase Contract and the Closing Date, the Authority will not offer or issue any bonds, notes or other obligations of the Authority for borrowed money not previously disclosed to the Underwriter.

(l) The Authority has covenanted to comply with the Internal Revenue Code of 1986, as amended, with respect to the Bonds; and the Authority shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from any applicable State tax, of the interest on the Bonds.

(m) The Authority will apply the proceeds of the Bonds in accordance with the Indenture and as described in the Official Statement.

(n) Except as disclosed in the Official Statement, to the knowledge of the officer of the Authority executing this Purchase Contract and without investigation of any kind, no other public debt secured by an *ad valorem* tax, a special tax or a benefit assessment levied by the Authority, the City, or the Districts on the land in the Districts is in the process of being authorized by the City or the Districts and no *ad valorem* tax, assessment districts or community facilities districts have been or are in the process of being formed by the Authority or the City which include any portion of the land within the Districts. All outstanding debt secured by special taxes, benefit assessment or *ad valorem* levies for general obligation bonds of the Authority and all authorized but unissued debt secured by special taxes, benefit assessment or *ad*

valorem levies for general obligation bonds of the City, or the City, on behalf of the Districts, which is applicable to the property within the Districts, as applicable, is accurately described in the Official Statement.

(o) Except as described in the Preliminary Official Statement, based on a review of its previous undertakings and except as described in the Official Statement, during the past five years, the Authority has never failed to materially comply with the provisions of Rule 15c2-12(b)(5).

(p) During the period described in the preceding paragraph 4(i), the Authority will not participate in the issuance of any amendment of or supplement to the Official Statement to which, after being furnished with a copy, the Underwriter shall reasonably object in writing or which shall be disapproved by any of their respective counsel and (ii) if any event relating to or affecting the Authority shall occur as a result of which it is necessary, in the opinion of counsel for the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, the Authority will cooperate with the Underwriter to prepare and furnish to the Underwriter a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to counsel for the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

The execution and delivery of this Purchase Contract by the Authority shall constitute a representation by the Authority to the Underwriter that the representations and agreements contained in this Section are true as of the date hereof; provided, however, that as to all matters of law the Authority is relying on the advice of bond counsel to the Authority; and provided further, that no member, officer, agent or employee of the governing body of the Authority shall be individually liable for the breach of any representation, warranty or agreement contained herein.

5. Establishment of Issue Price.

(a) The Underwriter agrees to assist the Authority in establishing the issue price of the Bonds and shall execute and deliver to the Authority at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit C, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Authority and Bond Counsel (defined below), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. [All actions to be taken by the Authority under this section to establish the issue price of the Bonds may be taken on behalf of the Authority by the Authority’s Municipal Advisor identified herein and any notice or report to be provided to the Authority may be provided to the Authority’s Municipal Advisor].

(b) [Except as otherwise set forth in Schedule [I] attached hereto,] the Authority will treat the first price at which 10% of each maturity of the Bonds (the “**10% test**”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the Authority the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Authority the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

[Schedule [I] and subsection (c) shall apply only if the Underwriter agrees to apply the hold-the-offering-price rule, as described below.]

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the “**initial offering price**”), or at the corresponding yield or yields, set forth in Schedule [I] attached hereto, except as otherwise set forth therein. Schedule [I] also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Authority and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Authority to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “**hold-the-offering-price rule**”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Authority when it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the

Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The Authority acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The Authority further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Purchase Contract by all parties.

6. **Closing.** At 8:00 a.m., California time, on _____, 2017, (the "Closing Date") or at such other time and date as shall have been mutually agreed upon by the Authority and the Underwriter (the "Closing"), the Authority will, subject to the terms and conditions hereof,

deliver to the Underwriter at the office of The Depository Trust Company ("DTC") in New York, New York, or at such other place as the Authority and the Underwriter may mutually agree upon, the Bonds in definitive fully registered form, bearing CUSIP numbers without coupons, with one Bond for each maturity of the Bonds, registered in the name of Cede & Co., as nominee of DTC, and subject to the terms and conditions hereof and as provided in the Indenture, the Underwriter will accept such delivery and pay the purchase price of the Bonds by wire transfer payable in immediately available Federal funds. The Bonds shall be made available for inspection by the Underwriter and DTC (or its agent) at least one business day before the Closing.

7. **Closing Conditions.** The Underwriter has entered into this Purchase Contract in reliance upon the representations, warranties and agreements of the Authority contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Authority of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter's obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Authority of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Authority of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Underwriter:

(a) The Authority shall be in compliance with each of the agreements made by it in this Purchase Contract (unless such agreements are waived by the Underwriter); there shall not have occurred an adverse change in the financial position, results of operations or financial condition of the Authority or the Districts which materially adversely affects the ability of the Authority to levy the Special Taxes, to pay principal and interest with respect to the Bonds when due or otherwise perform any of its obligations under the Indenture or any related agreement;

(b) The Authority Documents shall be in full force and effect, and shall not have been amended, modified or supplemented in any material respect from the forms of such documents which have been provided to the Underwriter as of the date hereof (except as may be agreed to by the Underwriter); all actions which, in the opinion of Jones Hall, a Professional Law Corporation ("Bond Counsel") shall be necessary in connection with the transactions contemplated hereby shall have been duly taken and shall be in full force and effect; and the Authority shall perform or shall have performed its obligations required under or specified in this Purchase Contract to be performed at or prior to the Closing;

(c) At the time of the Closing, the Official Statement (as amended and supplemented) shall be true and correct in all material respects, and shall not contain any untrue statement of a material fact or omit any statement or information necessary to make the statements therein, in the light of circumstances under which they were made, not misleading;

(d) Except as disclosed in the Official Statement, no decision, ruling or finding shall have been entered by any court or governmental entity since the date of this Purchase Contract (and not reversed on appeal or otherwise set aside) which in the reasonable opinion of the Underwriter materially adversely affects the market for the Bonds;

(e) The representations and covenants of the Authority contained herein shall be true and correct at the date hereof and at the time of the Closing, as if made on the Closing Date.

(f) (i) No default by the Authority shall have occurred and be continuing in the payment of the principal of or premium, if any, or interest on the Bonds, and (ii) no bankruptcy, insolvency or other similar proceeding in respect of the Authority shall be pending nor to the knowledge of the Authority, contemplated;

(g) At or prior to the Closing, the Underwriter shall receive the following documents:

(1) Bond Counsel Opinions. The opinion of Bond Counsel, dated the Closing Date, in substantially the form included in the Official Statement as Appendix E, addressed to the Authority, together with a reliance letter, dated the Closing Date, addressed to the Underwriter stating that foregoing opinions of Bond Counsel may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;

(2) Supplemental Opinion. A supplemental opinion of Bond Counsel, substantially in the form attached hereto as Exhibit B.

(3) Opinion of Authority Counsel. An opinion of counsel to the Authority, in form and substance satisfactory to the Underwriter dated the Closing Date, addressed to the Underwriter, substantially to the effect that:

(i) the Authority is a joint powers agency duly organized and validly existing under the laws of the State;

(ii) the Resolution was duly adopted at a meeting of the governing body of the Authority, and the Resolution is in full force and effect, and has not been modified, amended or superseded;

(iii) the Authority Documents have been duly authorized, executed and delivered by the Authority and constitute the legal, valid and binding obligation of the Authority enforceable in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought;

(iv) except as otherwise disclosed in the Official Statement, there is no litigation, proceeding, action, suit, or investigation at law or in equity before or by any court, governmental authority or body, pending or, to the best knowledge of such counsel after due inquiry, threatened against the Authority, challenging the creation, organization or existence of the Authority, or the validity of the Authority Documents or seeking to restrain or enjoin the repayment of the Bonds or in any way contesting or affecting the validity of the Authority Documents or contesting the authority of the Authority to enter into or perform its obligations under any of the Authority Documents, or under which a determination adverse to the Authority would have a material adverse effect upon the financial condition or the revenues of the Authority, or which, in any manner, questions the right of the Authority to pledge the Revenues to the payment of the Bonds.

(4) Disclosure Counsel Letter. A letter of Jones Hall, A Professional Law Corporation, Disclosure Counsel, dated the Closing Date and addressed to the Authority and the Underwriter, to the effect that, without having undertaken to determine independently the accuracy or completeness of the statements contained in the Preliminary Official Statement and the Final Official Statement, but on the basis of their participation in conferences with representatives of the Authority, the City, the Underwriter and others, and their examination of certain documents, nothing has come to their attention which has led them to believe that the Preliminary Official Statement as of its date, and the Final Official Statement as of its date and as of the Closing Date, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need be expressed as to any financial or statistical data or information regarding DTC and the book-entry only system);

(5) Defeasance Opinion. An opinion of Bond Counsel dated the Closing Date and addressed to the Underwriter and the Authority, to the effect that the Authority has taken all actions required to defease the 2007 Bonds to be refunded by the Bonds, and that such 2007 Bonds are no longer outstanding.

(6) Closing Certificate of Authority. A certificate of the Authority, dated the date of the Closing, signed on behalf of the Authority by a duly authorized representative of the Authority to the effect that, such representative's knowledge, (i) the representations contained in Section 4 of this Purchase Contract are true and correct in all material respects as of the date of the Closing, (ii) the Resolutions and the Authority Documents are in full force and effect and have not been amended, modified or supplemented, (iii) except as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity, or by any court or regulatory agency, public board or body

pending, with respect to which the Authority has been served with process, or threatened wherein an unfavorable decision, ruling or finding would: (a) affect the creation, organization, existence or powers of the Authority, or the titles of its officers to their respective offices, (b) enjoin or restrain the issuance, sale and delivery of the Bonds, the levy or collection of the Special Taxes or any other moneys or property pledged or to be pledged under the Indenture, (c) in any way question or affect any of the rights, powers, duties or obligations of the Authority with respect to the Revenues, of the Districts with respect to the Special Taxes, or the Authority or the Districts with respect to moneys and assets pledged or to be pledged to pay the principal of, premium, if any, or interest on the Bonds or the CFD Bonds, (d) in any way question or affect any authority for the issuance of the Bonds, or the validity or enforceability of the Bonds or the proceedings relating to the issuance of the Bonds, or (e) in any way question or affect this Purchase Contract or the transactions contemplated hereby, the Official Statement or the Authority Documents, (iv) the information regarding the Authority in the Official Statement is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading; (v) the Authority has complied with all agreements and covenants, and satisfied all conditions, on its part to be complied with or satisfied under the Purchase Contract and under the Authority Documents at or prior to the date hereof; (vi) no event affecting the Authority has occurred since the date of the Official Statement which should be disclosed in the Official Statement in order to make the statements therein with respect to the Authority not misleading in any material respect, and (vii) the use of and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offer and sale of the Bonds is hereby ratified.

(7) 15c2-12 Certificate. A certificate, dated the date of the Preliminary Official Statement, from the Authority deeming the Preliminary Official Statement final for purposes of the Rule;

(8) Certificate of Trustee. A certificate, dated the Closing Date, signed by a duly authorized officer of the Trustee, to the effect that (i) the Trustee is a national banking association, duly organized and validly existing and in good standing under the laws of the United States, having full power and being qualified to enter, accept and administer the trust created under the Indenture and, (ii) all approvals, consents and orders of any governmental authority or agency having jurisdiction in the matter that would constitute a condition precedent to the performance by the Trustee of its duties and obligations under the Indenture and Escrow Agreement have been obtained and are in full force and effect, and (iii) the acceptance of the duties and obligations of the Trustee under the Indenture, and the consummation of the transactions on the part of the Trustee contemplated therein, and the compliance by the Trustee with the terms, conditions and provisions of such documents do not contravene any provisions of applicable law of regulation or any order or decree, writ or injunction of the Articles of

Incorporation or Bylaws of the Trustee, and, to the best of such officer's knowledge, will not require the consent under, or result in a breach of or default under, any resolution, agreement or other instrument to which the Trustee is a party or by which it may be bound;

(9) Opinion of Counsel to Trustee. An opinion of counsel to the Trustee, dated the Closing Date, addressed to the Underwriter and the Authority, to the effect that (i) the Trustee is duly organized and validly existing under the laws of the United States of America, having full power and being qualified to enter into, accept and agree to the provisions of the Indenture and Escrow Agreement and (ii) the Indenture and Escrow Agreement have been duly authorized, executed and delivered by the Trustee and, assuming due authorization, execution and delivery by the other respective parties thereto, constitute the valid and binding obligations of the Trustee enforceable in accordance with their respective terms, subject to laws relating to bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, to the application of equitable principles and to the exercise of judicial discretion in appropriate cases;

(10) Resolution. A certified copy of the Resolution and a resolution of the Trustee authorizing the execution and delivery of the Indenture and Escrow Agreement;

(11) Authority Documents. The Authority Documents and the Official Statement, duly executed and delivered by the respective parties thereto;

(12) Tax Certificate. Tax Certificate of the Authority, in form satisfactory to Bond Counsel;

(13) Continuing Disclosure Certificate. The Continuing Disclosure properly executed by the City for and on behalf of the Authority substantially in the form presented in the Official Statement;

(14) Issue Price Certificate. Executed copy of the Issue Price Certificate of the Underwriter in the form presented in Exhibit C hereto;

(15) Bond Insurance. A bond insurance policy (the "Policy") issued by _____ (the "Bond Insurer") insuring the payment of principal and interest on the Bonds maturing on September 1 of the years 20__ through 20__, inclusive (the "Insured Bonds");

(16) Reserve Surety. The municipal bond debt service reserve insurance policy (the "Reserve Surety") issued by the Bond Insurer for credit to the Reserve Fund with respect to the Bonds;

(17) Opinion of Bond Insurer. An opinion of counsel to the Bond Insurer, dated the Closing Date, addressed to the Authority, the Trustee and the Underwriter, regarding the Bond Insurer's valid existence, power and authority, the Bond Insurer's due authorization and issuance of the Policy and the Reserve Surety and the enforceability of the Policy and the Reserve Surety against the Bond Insurer;

(18) Certificate of Bond Insurer. A certificate of the Bond Insurer or an opinion of counsel to the Bond Insurer dated the Closing Date, regarding the accuracy of the information in the Official Statement describing the Bond Insurer, the Policy and the Reserve Surety;

(19) Rating. A letter from Standard & Poor's indicating a rating of "____" for the Insured Bonds and an underlying rating of "____" on the Bonds;

(20) Verification Report. A Verification Report verifying the sufficiency of the escrowed funds for the redemption of the 2007 Bonds;

(21) CDIAC Statements. Copies of the Notices of Sale required to be delivered to the California Debt and Investment Advisory Commission pursuant to Section 53583 of the California Government Code and Section 8855(g) of the California Government Code;

(22) Special Tax Administrator Certificate. A certificate, dated the Closing Date from Willdan Financial Services addressed to the Authority and the Underwriter to the effect that (i) the amount of the Special Taxes that could be levied in each Fiscal Year on all parcels subject to the Special Tax (as defined in the Rate and Method of Apportionment of Special Tax for the District) is at least one hundred ten percent (110%) of the total Annual Debt Service for each such Fiscal Year on the Bonds, and (ii) all information supplied by them for use in the Official Statement is true and correct as of the date of the Official Statement and as of the Closing Date;

(23) Joint Powers Agreement. A copy of the Joint Exercise of Powers Agreement entered into in 2005 by and between the City of Roseville and the Roseville Parking Authority;

(24) Form 8038-G. An Information Return for Tax-Exempt Bond Issues (Internal Revenue Service Form 8038-G), in a form satisfactory to Bond Counsel for filing, executed by a duly authorized officer of the Authority;

(25) Underwriter's Counsel Opinion. An opinion of Nossaman LLP, counsel for the Underwriter, dated the date of the Closing, addressed to the Underwriter in form and substance acceptable to the Underwriter;

(26) Letter of Representations. A copy of the Blanket Issuer Letter of Representations to DTC relating to the Bonds signed by the Authority; and

(27) Other Items Requested by Counsel. Such additional certificates, instruments and other documents as the Underwriter or its counsel or Bond Counsel may reasonably deem necessary to evidence the truth and accuracy as of the time of the Closing of the representations of the Authority under this Purchase Contract and the due performance or satisfaction by the Authority at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Authority.

8. Condition to the Obligations of the Authority.

(1) The Indenture, the Escrow Agreement, the Continuing Disclosure Certificate, applicable appendices to the Tax Certificate, and this Purchase Contract shall have been executed and delivered by the other parties thereto.

(2) No order, decree, injunction, ruling or regulation of any court, regulatory agency, public board or body shall have been issued nor shall any legislation have been enacted with the purpose of effect, directly or indirectly, of prohibiting the offering, sale or issuance of the Bonds as contemplated hereby or by the Official Statement.

(3) The Authority's closing fee and the fee of its special counsel shall have been paid by wire transfer or in other immediately available funds or arrangements reasonably satisfactory to the Authority and its special counsel shall have been made to pay such fees from proceeds of the Bonds or otherwise.

(4) The Underwriter shall provide information to which it has access in its ordinary course of business that is requested by the Authority for purposes of its compliance with California Government Code Section 8855.

9. Termination. The Underwriter shall have the right to cancel its obligation to purchase the Bonds if, between the date of this Purchase Contract and the Closing, the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds shall be materially adversely affected, in the reasonable judgment of the Underwriter, by the occurrence of any of the following:

(a) Legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or the Legislature of the State or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or

proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation or state income taxation upon interest received on obligations of the general character of the Bonds or, with respect to state taxation, of the interest on the Bonds as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences or state income tax consequences of any of the transactions contemplated herein;

(b) Legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the 1933 Act, or that the Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(c) Any state Blue Sky or securities commission or other governmental agency or body shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto;

(d) A general suspension of trading in securities on the New York Stock Exchange or the American Stock Exchange or other major exchange, the establishment of minimum prices on either such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so;

(e) The New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, Underwriter;

(f) Any amendment to the federal or State Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Authority, its property, income securities (or interest thereon), or the validity or enforceability of the special taxes to pay principal of and interest on the Bonds;

(g) Any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact necessary to make the

statements therein, in the light of the circumstances under which they were made, not misleading;

(h) There shall have occurred any materially adverse change in the affairs or financial condition of the Authority, the City or the Districts;

(i) The United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities;

(j) There shall have occurred any national or international calamity or crisis in the financial markets or otherwise of the United States or elsewhere;

(k) Any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to the Official Statement;

(l) The purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission;

(m) A material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

(n) A decision by a court of the United States of America shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as contemplated by this Purchase Contract or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act and the Trust Indenture Act;

(o) Any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation or interest rates) or the extension of credit by, or a charge to the net capital requirements of credit by, or a charge to net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States of America, or by Executive Order;

(p) Any proceeding is pending or threatened by the Securities and Exchange Commission against the Authority or the City;

(q) There shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the Authority's obligations secured in a like manner;

(r) There shall have occurred or any notice shall have been given of any intended downgrade, suspension, withdrawal or negative change in credit watch status by any national credit agency of the Insurer; and

(s) The debt ceiling of the United States is such that the Government Obligations (as defined in the Escrow Agreement), if any, required to fund the Escrow Agreement are not available for delivery on the date of the delivery of the Bonds.

10. **Expenses.**

Expenses. The costs and expenses incurred by the parties hereto with respect to the Bonds and the proceedings for the sale and issuance thereof shall be paid as follows:

(a) Authority. The Authority acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds. The Authority shall pay or cause to be paid (but solely from the proceeds of the Bonds and not otherwise) the expenses incident to the performance of the obligations of the Authority hereunder, including but not limited to:

(1) the cost of preparation and printing of the Preliminary Official Statement and the final Official Statement in reasonable quantities and all other documents (other than as set forth in subsection (b) below) prepared in connection with the transactions contemplated hereby;

(2) the fees and disbursements of the Trustee and counsel to the Trustee in connection with the issuance of the Bonds;

(3) the fees and disbursements of Bond Counsel and any other experts or consultants retained by the Authority in connection with the transactions contemplated hereby;

(4) the fees and expenses of disclosure counsel in connection with its preparation of the Official Statement and the rendering of its opinion;

(5) all expenses incurred by it or the Underwriter in connection with the preparation of the Official Statement, including expenses of obtaining information from information suppliers; and

(6) the Authority shall also pay for any expenses (by means of its being included in the expense component of the Underwriter's discount) incurred by the Underwriters which are incidental to implementing this Purchase Contract and the issuance of the Bonds, including, but not limited to meals, transportation and lodging, if any, and any other miscellaneous closing costs.

(b) Underwriter. The Underwriter shall pay:

(1) the cost of preparation and printing of Blue Sky and Legal Investment Memoranda if any, to be used by it;

(2) the fees and disbursements of counsel to the Underwriter; and

(3) all advertising expenses in connection with the public offering of the Bonds.

11. **Notices.** Any notice or other communication to be given under this Purchase Contract to the Authority or the Underwriter may be given by delivering the same in writing at the addresses set forth below:

If to the Authority: Roseville Finance Authority
 311 Vernon Street
 Roseville, California 95678
 Attention: Treasurer

If to the Underwriter: RBC Capital Markets LLC
 345 California Street, Suite 2800
 San Francisco, California 94104
 Attention: Municipal Finance Department

12. **Entire Agreement.** This Purchase Contract, when accepted by the Authority, shall constitute the entire agreement among the Authority and the Underwriter and is made solely for the benefit of the Authority and the Underwriter (including the successors or assigns of any Underwriter). Except for Bond Counsel, no other person shall acquire or have any right hereunder by virtue hereof. All the Authority's representations, warranties and agreements in this Purchase Contract shall remain operative and in full force and effect, regardless of (a) any investigation made by or on behalf of the Underwriter, (b) delivery of and payment for the Bonds hereunder, and (c) any termination of this Purchase Contract.

13. **Counterparts.** This Purchase Contract may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

14. **Reliance on Representations and Warranties.** The Authority hereby acknowledges that the Underwriter, in executing this Purchase Contract and in paying for the Bonds as provided herein, is relying upon the representations and warranties of the Authority set forth herein.

15. **Severability.** In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but this Purchase Contract shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

16. **State of California Law Governs.** The validity, interpretation and performance of this Purchase Contract shall be governed by the laws of the State of California.

Very truly yours,

RBC CAPITAL MARKETS, LLC

By: _____
Managing Director

ACCEPTED at _____ Pacific Daylight Saving Time this _____ day of _____,
2017:

ROSEVILLE FINANCE AUTHORITY

By: _____
Authorized Signatory

EXHIBIT A
MATURITY SCHEDULE

Maturity September 1	Principal Amount	Interest Rate	Yield	Price
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† Term Bonds
* Insured Bonds

EXHIBIT B
FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

[Closing Date]

RBC Capital Markets LLC
San Francisco, California

Roseville Finance Authority
Special Tax Revenue Refunding Bonds
Series 2017A
(Supplemental Opinion)

Ladies and Gentlemen:

This letter is addressed to you, as Underwriter, pursuant to Section 7(f)(2) of the Purchase Contract, dated _____, 2017 (the "Purchase Contract"), between you and the Roseville Finance Authority (the "Issuer"), providing for the purchase of \$_____ principal amount of its Special Tax Revenue Refunding Bonds, Series 2017A (the "Bonds"). The Bonds are being issued pursuant to an Indenture of Trust, dated as of July 1, 2017 (the "Indenture"), by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture or, if not defined in the Indenture, in the Purchase Contract.

We have delivered our final legal opinion (the "Bond Opinion") as bond counsel to the Authority concerning the validity of the Bonds and certain other matters, dated the date hereof and addressed to the Authority. You may rely on such opinion as though the same were addressed to you.

In connection with our role as bond counsel and disclosure counsel to the Authority, we have reviewed the Purchase Contract, the Indenture, the Tax Certificate, opinions of counsel to the Authority and the Trustee, certificates of the Authority, the Trustee and others, and such other documents, opinions and matters to the extent we deemed necessary to provide the opinions or conclusions set forth herein.

The opinions and conclusions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions or conclusions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to our attention after the date hereof. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by, and validity against, any parties other than the Authority. We have assumed,

without undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the documents, and of the legal conclusions contained in the opinions, referred to in the third paragraph hereof. We have further assumed compliance with all covenants and agreements contained in such documents. In addition, we call attention to the fact that the rights and obligations under the Bonds, the Indenture, the Tax Certificate and the Purchase Contract and their enforceability may be subject to bankruptcy, insolvency, reorganization, receivership, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against joint powers agencies in the State of California. We express no opinion with respect to any indemnification, contribution, liquidated damages, penalty (including any remedy deemed to constitute a penalty), right of set-off arbitration, judicial reference, choice of law, choice of forum, choice of venue, non-exclusivity of remedies, waiver or severability provisions contained in the foregoing documents, nor do we express any opinions with respect to the state or quality of title to or interest in any real or personal property described in or as subject to the lien of the Indenture or the accuracy or sufficiency of the description contained therein of, or the remedies available to enforce liens on, any such property.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions or conclusions:

(i) the Bonds are not subject to registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

(ii) The Purchase Contract has been duly executed and delivered by the Authority and is a valid and binding agreement of the Authority.

(iii) The statements contained in the Official Statement under the captions "THE BONDS," "SECURITY FOR THE BONDS AND SOURCES OF PAYMENT THEREFOR," "SECURITY FOR THE CFD BONDS," "LEGAL MATTERS – Tax Matters," "APPENDIX E - FORM OF BOND COUNSEL OPINION" and "APPENDIX A – SUMMARY OF CERTAIN PROVISIONS OF PRINCIPAL LEGAL DOCUMENTS," excluding any material that may be treated as included under such captions by cross reference or reference to other documents or sources, insofar as such statements expressly summarize certain provisions of the Indenture and the form and content of our Bond Opinion, are accurate in all material respects.

This letter is furnished by us as bond counsel to the Authority. No attorney-client relationship has existed or exists between our firm and you in connection with the Bonds or by virtue of this letter. We disclaim any obligation to update this letter. This letter is delivered to you as Underwriter of the Bonds, is solely for your benefit as such Underwriter and is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person. This letter is not intended to, and may not, be relied upon by owners of Bonds or by any other party to whom it is not specifically addressed.

Very truly yours,

JONES HALL, A PROFESSIONAL LAW
CORPORATION

EXHIBIT C
FORM OF ISSUE PRICE CERTIFICATE
[TO COME]

INDENTURE OF TRUST

by and between

ROSEVILLE FINANCE AUTHORITY

and

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee**

Dated as of June 1, 2017

**\$ _____
ROSEVILLE FINANCE AUTHORITY
SPECIAL TAX REVENUE REFUNDING BONDS, SERIES 2017A**

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Exhibit A Form of Bond

INDENTURE OF TRUST

THIS INDENTURE OF TRUST (this "Indenture"), dated as of June 1, 2017, is by and between the ROSEVILLE FINANCE AUTHORITY, a joint powers authority organized and existing under the laws of the State of California (the "Authority") and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized and existing under the laws of the United States of America (the "Trustee").

WITNESSETH:

WHEREAS, the Authority has previously issued its Revenue Bonds, 2007 Series A (Senior Lien Bonds) in the aggregate original principal amount of \$44,075,000 and its Revenue Bonds 2007, Series B (Junior Lien Bonds) in the aggregate original principal amount of \$10,350,000 (collectively, the "2007 Bonds"), pursuant to the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 (commencing with Section 6584) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, and pursuant to an Indenture of Trust dated as of May 1, 2007 (the "2007 Indenture"), by and between the Authority and The Bank of New York Trust Company, N.A., as trustee; and

WHEREAS, the 2007 Bonds are secured by a pledge of and lien on the Revenues and the Subordinated Revenues (as such terms are defined in the 2007 Indenture) consisting primarily of amounts received from the ownership by the Authority of the following special tax bonds (collectively, the "CFD Bonds"):

- (a) \$2,025,000 original principal amount of Stoneridge Parcel 1 Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2007;
- (b) \$13,530,000 original principal amount of Stoneridge West Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2007;
- (c) \$17,285,000 original principal amount of Stoneridge East Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2007; and
- (d) \$20,435,000 original principal amount of Crocker Ranch Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2007; and

WHEREAS, the 2007 Bonds maturing on or after September 1, 2018 are subject to optional redemption by the Authority on any Interest Payment Date on or after September 1, 2017, as a whole or in part, at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest to the redemption date, without premium; and

WHEREAS, in order to provide funds to refinance the 2007 Bonds and thereby realize interest cost savings, the Board of Directors of the Authority has determined to authorize the issuance and sale of its Special Tax Revenue Refunding Bonds, Series 2017A (the "2017 Bonds"), which shall be secured by a pledge of and lien on the revenues and other amounts described in this Indenture; and

WHEREAS, the Refunding Bonds are authorized to be issued under the provisions of Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53570 of said Code (the "Refunding Bond Law"); and

WHEREAS, the Authority hereby certifies that all acts and proceedings required by law necessary to make the 2017 Bonds, when executed by the Authority, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal special obligations of the Authority, and to constitute this Indenture a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of this Indenture have been in all respects duly authorized.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that in order to secure the payment of the principal of and the interest and premium (if any) on all Bonds at any time issued and Outstanding under this Indenture, according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Bonds are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the Owners thereof, and for other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Authority does hereby covenant and agree with the Trustee, for the benefit of the respective Owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS; AUTHORIZATION AND PURPOSE OF BONDS; EQUAL SECURITY

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall for all purposes of this Indenture and of any Supplemental Indenture and of the Bonds and of any certificate, opinion, request or other documents herein mentioned have the meanings herein specified.

"Additional Bonds" has the meaning given that term in Section 5.6.

"Annual Debt Service" means, for each Bond Year, the sum of (a) the interest payable on the Outstanding Bonds in such Bond Year, and (b) the principal amount of the Outstanding Bonds scheduled to be paid in such Bond Year.

"Authority" means the Roseville Finance Authority, a joint powers authority established under Sections 6500 et seq. of the California Government Code and a Joint Exercise of Powers Agreement originally entered into as of July 1, 1989 and amended and restated as of July 1, 1997, by and between the City and the Redevelopment Agency of the City of Roseville (now succeeded by the Successor Agency to the Redevelopment Agency of the City of Roseville).

"Authority Administrative Expenses" means the fees and expenses of the Trustee, including legal fees and expenses (including fees and expenses of outside counsel and the allocated costs of internal attorneys) and the out of pocket expenses incurred by the Trustee, the City and the Authority in carrying out their duties hereunder including payment of amounts payable to the United States pursuant to Sections 5.7 and 5.8 and any costs associated with the increase or decrease in the balance held in the Reserve Fund (whether in connection with the prepayment of Special Taxes or otherwise), including any amounts constituting Policy Costs, and all other amounts owed the Bonds insurer.

"Authorized Representative" means (i) with respect to the Authority, the Chairman, Executive Director, Secretary or Treasurer of the Authority or any other Person authorized by the Authority to perform an act or sign a document on behalf of the Authority for purposes of this Indenture and (ii) with respect to the City, its Chief Financial Officer, Treasurer, City Manager, Finance Director, City Attorney or City Clerk, or any other Person authorized by the City to perform an act or sign a document on behalf of the City for purposes of this Indenture.

"Beneficial Owners" means the actual purchasers of the Bonds whose ownership interests are recorded on the books of the DTC Participants.

"Bond Counsel" means Jones Hall, A Professional Law Corporation, and its successors; or any other attorney at law or firm of attorneys selected by the Authority, of nationally recognized standing in matters pertaining to the federal tax exemption of interest on bonds issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"Bond Insurance Policy" means the policy of municipal bond insurance policy issued by the Bond Insurer which insures the scheduled payment when due of principal of and interest on the Insured Bonds.

"Bond Insurer" means, with respect to the 2017 Bonds, _____, its successors and assigns, as issuer of the Bond Insurance Policy and the Reserve Policy.

"Bond Register" means the registration books for the Bonds maintained by the Trustee in accordance with Section 2.8.

"Bonds" means the 2017 Bonds and any Additional Bonds issued hereunder.

"Bond Year" means each twelve month period extending from September 2 in one calendar year to September 1 of the succeeding calendar year, except in the case of the initial Bond Year which shall be the period from the Closing Date to September 1, 2017, both dates inclusive.

"Business Day" means a day which is not a Saturday or Sunday or a day of the year on which the New York Stock Exchange or banks in New York, New York or San Francisco, California, or where the Trust Office is located, are not required or authorized to remain closed.

"Certificate of the Authority" means a certificate in writing signed by an Authorized Representative of the Authority.

"CFDs" or "Community Facilities Districts" means, collectively, Stoneridge Parcel 1 CFD, Stoneridge West CFD, Stoneridge East CFD and Crocker Ranch CFD.

"CFD Act" means the Mello-Roos Community Facilities Act of 1982, constituting Chapter 2.5 (commencing with Section 53311), Article 1 of Division 2 of Title 5 of the Government Code of that State of California, as amended from time to time.

"CFD Bonds" means, collectively, (i) the Stoneridge Parcel 1 CFD Bonds; (ii) the Stoneridge West CFD Bonds; (iii) the Stoneridge East CFD Bonds; (iv) the Crocker Ranch CFD Bonds; and (v) any Parity Bonds (as defined in the CFD Bond Indentures) purchased by the Authority pursuant to Section 5.6.

"CFD Bonds Trustee" means The Bank of New York Mellon Trust Company, N.A., or any successor trustee under the CFD Bond Indentures.

"CFD Bond Indentures" means, collectively, (i) the Bond Indenture, dated as of May 1, 2007, by and between the City, for and on behalf of Stoneridge Parcel 1 CFD, and the CFD Bonds Trustee, (ii) the Bond Indenture, dated as of May 1, 2007, by and between the City, for and on behalf of Stoneridge West CFD, and the CFD Bonds Trustee, (iii) the Bond Indenture, dated as of May 1, 2007, by and between the City, for and on behalf of Stoneridge East CFD, and the CFD Bonds Trustee, and (iv) the Bond Indenture, dated as of May 1, 2007, by and between the City, for and on behalf of Crocker Ranch CFD, and the CFD Bonds Trustee.

"City" means the City of Roseville, a municipal corporation and charter city duly established and existing under the Constitution and laws of the State of California.

"Closing Date" means the date upon which there is an initial physical delivery of Bonds in exchange for the amount representing the purchase price of the Bonds by the Original Purchaser, for the 2017 Bonds being _____, 2017.

"Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable temporary and final regulations promulgated, and applicable official guidance published, under the Code.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate, dated as of June 1, 2017, entered into by the City for and on behalf of itself and the Authority in connection with the issuance by the Authority of the 2017 Bonds.

"Costs of Issuance" means the costs and expenses incurred in connection with the issuance and sale of the Bonds, including the acceptance and initial annual fees and expenses (including legal fees and expenses) of the Trustee, legal fees and expenses, costs of printing the Bonds and the preliminary and final Official Statements, Bond Insurance Policy and Reserve Policy premiums, fees of financial consultants, and other fees and expenses set forth in a Request of the Authority.

"Costs of Issuance Fund" means the fund by that name established in Section 3.4.

"Crocker Ranch CFD" means the City of Roseville Crocker Ranch Community Facilities District No. 1, a community facilities district formed pursuant to the CFD Act.

"Crocker Ranch CFD Bonds" means the \$20,435,000 original principal amount of Crocker Ranch Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2007.

"Dated Date" means the Closing Date.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"DTC Participants" means securities brokers and dealers, banks, trust companies, clearing corporations and other organizations maintaining accounts with DTC.

"Escrow Agreement" means the Escrow Agreement dated as of June 1, 2017 by and between the Authority and the Escrow Bank.

"Escrow Bank" means The Bank of New York Mellon Trust Company, N. A.

"Event of Default" means any of the events described in Section 8.1.

"Fair Market Value" means, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with

applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the Authority and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

"Federal Securities" means any of the following:

- (a) Cash (insured at all times by the Federal Deposit Insurance Corporation).
- (b) Obligations of, or obligations guaranteed as to principal and interest by, the U.S. or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the U.S. including:
 - U.S. treasury obligations
 - All direct or fully guaranteed obligations
 - Farmers Home Administration
 - General Services Administration
 - Guaranteed Title XI financing
 - Government National Mortgage Association (GNMA)
 - State and Local Government Series

"Fiscal Year" means any twelve month period extending from July 1 in one calendar year to June 30 of the succeeding calendar year, both dates inclusive, or any other twelve month period selected and designated by the Authority as its official fiscal year period.

"Indenture" means this Indenture of Trust, as originally executed or as it may from time to time be supplemented, modified or amended by any Supplemental Indenture pursuant to the provisions.

"Independent Accountant" means any accountant or firm of such accountants appointed and paid by the Authority, and who, or each of whom –

- (a) is in fact independent and not under domination of the Authority or the City;
- (b) does not have any substantial interest, direct or indirect, in the Authority or the City; and
- (c) is not an officer or employee of the Authority, or the City, but who may be regularly retained to make annual or other audits of the books of or reports to the Authority or the City.

"Independent Financial Consultant" means any financial consultant or firm of such consultants appointed and paid by the Authority, and who, or each of whom –

- (a) is in fact independent and not under domination of the Authority or the City;

(b) does not have any substantial interest, direct or indirect, in the Authority or the City; and

(c) is not an officer or employee of the Authority or the City, but who may be regularly retained to make annual or other audits of the books of or reports to the Authority or the City.

"Information Services" means "EMMA" or the "Electronic Municipal Market Access" system of the Municipal Securities Rulemaking Board; or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the City may designate in an Officer's Certificate delivered to the Trustee.

"Insured Bonds" means, with respect to the 2017 Bonds, the 2017 Bonds maturing September 1 of the years 20__ through 20__, inclusive.

"Interest Account" means the account by that name established and held by the Trustee pursuant to Section 4.2(a).

"Interest Payment Date" means March 1 and September 1 in each year, beginning _____, and continuing thereafter so long as any Bonds remain Outstanding.

"Obligor" means the City on behalf of the Community Facilities Districts.

"Original Purchaser" means the first purchaser of a Series of Bonds and, with respect to the 2017 Bonds, RBC Capital Markets, LLC.

"Outstanding", when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 9.7) all Bonds theretofore executed and issued by the Authority and authenticated and delivered by the Trustee under this Indenture except –

(a) Bonds theretofore cancelled by the Trustee or surrendered to the Trustee for cancellation pursuant to Section 2.9;

(b) Bonds paid or deemed to have been paid within the meaning of Section 9.3 or Bonds called for redemption for which funds have been provided as described in Section 2.2(g); and

(c) Bonds in lieu of or in substitution for which other Bonds shall have been executed, issued and delivered pursuant to this Indenture or any Supplemental Indenture.

"Owner" or "Bond Owner", when used with respect to any Bond, means the person in whose name the ownership of such Bond shall be registered on the Bond Register.

"Permitted Investments" means any of the following which at the time of investment are legal investments under the laws of the State of California for the moneys proposed to be invested therein (provided that the Trustee shall be entitled to rely upon any certificate of the Authority as conclusive certification to the Trustee that the investments described therein are legal investments under the laws of the State of California), but only to the extent that the same are acquired at Fair Market Value:

(a) Federal Securities;

(b) any of the following direct or indirect obligations of the following agencies of the United States of America: (i) direct obligations of the Export-Import Bank; (ii) certificates of beneficial ownership issued by the Farmers Home Administration; (iii) participation certificates issued by the General Services Administration; (iv) mortgage-backed bonds or pass-through obligations issued and guaranteed by the Government National Mortgage Association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or the Federal Housing Administration; (v) project notes issued by the United States Department of Housing and Urban Development; and (vi) public housing notes and bonds guaranteed by the United States of America;

(c) interest-bearing demand or time deposits (including certificates of deposit) or deposit accounts in federal or state chartered savings and loan associations or in federal or State of California banks (including the Trustee and its affiliates), provided that (i) the unsecured short-term obligations of such commercial bank or savings and loan association shall be rated in the highest short-term rating category by any rating agency or (ii) such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation;

(d) commercial paper rated at the time of purchase in the highest short-term rating category by any rating agency, issued by corporations which are organized and operating within the United States of America, and which matures not more than 180 days following the date of investment therein;

(e) bankers acceptances, consisting of bills of exchange or time drafts drawn on and accepted by a commercial bank whose short-term obligations are rated in the highest short-term rating category by any rating agency or whose long-term obligations are rated A or better by each such rating agency, which mature not more than 270 days following the date of investment therein;

(f) obligations the interest on which is excludable from gross income pursuant to Section 103 of the Code and which are either (a) rated A or better by any rating agency or (b) fully secured as to the payment of principal and interest by Federal Securities;

(g) obligations issued by any corporation organized and operating within the United States of America having assets in excess of Five Hundred Million Dollars (\$500,000,000), which obligations are rated A or better by any rating agency;

(h) money market funds (including money market funds for which the Trustee, its affiliates or subsidiaries receive and retain a fee for services provided to the fund whether as a custodian, transfer agent, investment advisor or otherwise) which invest in Federal Securities or which are rated in the highest rating category by any rating agency;

(i) any investment agreement, repurchase agreement or other investment instrument acceptable to the Bond Insurer which represents the

general unsecured obligations of a bank, investment banking firm or other financial institution whose long-term obligations are rated at the time of delivery of the investment agreement, repurchase agreement or other investment instrument A or better by any rating agency;

(j) shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California that invests exclusively in investments permitted by Section 53601 of Title 5, Division 2, Chapter 4 of the California Government Code, as it may be amended (California Asset Management Program); and

(k) the Local Agency Investment Fund of the State, created pursuant to Section 16429.1 of the California Government Code.

"Principal Account" means the account by that name established and held by the Trustee pursuant to Section 4.2(a).

[["Proportionate Share" means, as of the date of calculation for any issue of the CFD Bonds, the ratio derived by dividing the outstanding principal amount of such CFD Bonds by the aggregate principal amount of the Outstanding CFD Bonds. Initially, the Proportionate Share of each CFD shall be: (i) for Stoneridge Parcel 1 CFD, __%, (ii) for Stoneridge West CFD, __%, (iii) for Stoneridge East CFD, __% and (iv) for Crocker Ranch CFD, __%. Any reallocation of the Proportionate Share among the CFDs is intended to occur only in the event of the extraordinary redemption from prepayments, as applicable, of one or both issuances of the CFD Bonds in accordance with the CFD Bond Indentures.]]

"Rating Agency" or "Rating Agencies" means, as of any date, (i) Moody's, if Moody's then maintains a rating on the Bonds, and (ii) S&P, if S&P then maintains a rating on the Bonds.

"Rebate Fund" means the fund by that name established pursuant to Section 5.8.

"Record Date" means, with respect to any Interest Payment Date, the fifteenth calendar day of the month preceding the month in which such Interest Payment Date occurs, whether or not such day is a Business Day.

"Redemption Fund" means the fund by that name established with respect to any CFD Bond.

"Refunding Bond Law" means Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53570 of said Code.

"Request of the Authority" means a written request executed by an Authorized Representative of the Authority.

"Request of the City" means a written certificate or request executed by an Authorized Representative of the City.

"Representation Letter" means the representation letter dated as of the Closing Date for a Series among the Authority, the Trustee and DTC.

"Reserve Fund" means the fund by that name established in Section 3.5.

"Reserve Policy" means the Municipal Bond Debt Service Reserve Insurance Policy issued by the Bond Insurer for the credit of the Reserve Fund.

"Reserve Requirement" means \$_____.

"Responsible Officer" means any officer of the Trustee assigned to administer the Trustee's duties under this Indenture.

"Revenue Fund" means the fund by that name established and held by the Trustee pursuant to Sections 3.3 and 4.2.

"Revenues" means: (a) all amounts received from the CFD Bonds; (b) any proceeds of the Bonds originally deposited with the Trustee and all moneys deposited and held from time to time by the Trustee in the funds and accounts established hereunder with respect to the Bonds (other than the Rebate Fund and the Surplus Fund); and (c) investment income with respect to any moneys held by the Trustee in the funds and accounts established hereunder with respect to the Bonds (other than investment income on moneys held in the Rebate Fund and the Surplus Fund).

"Securities Depositories" means DTC, and, in accordance with then current guidelines of the Securities and Exchange Commission, such other securities depositories as the Authority designates in a written notice filed with the Trustee.

"Series" means a series of Bonds issued hereunder.

"State" means the State of California.

"Stoneridge East CFD" means City of Roseville Stoneridge East Community Facilities District No. 1, a community facilities district formed pursuant to the CFD Act.

"Stoneridge East CFD Bonds" means the \$17,285,000 original principal amount of Stoneridge East Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2007.

"Stoneridge Parcel 1 CFD" means the City of Roseville Stoneridge Parcel 1 Community Facilities District No. 1, a community facilities district formed pursuant to the CFD Act.

"Stoneridge Parcel 1 CFD Bonds" means the \$2,025,000 original principal amount of Stoneridge Parcel 1 Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2007.

"Stoneridge West CFD" means City of Roseville Stoneridge West Community Facilities District No. 1, a community facilities district formed pursuant to the CFD Act.

"Stoneridge West CFD Bonds" means the \$13,530,000 original principal amount of Stoneridge West Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2007.

"Supplemental Indenture" means any indenture, agreement or other instrument hereafter duly executed by the Authority in accordance with the provisions of Article VII.

"Surplus Fund" means the fund by that name established pursuant to Section 3.8.

"Trust Office" means the office of the Trustee at which at any particular time its corporate trust business shall be principally administered, which office at the date hereof is located in San Francisco, California, or such other place as designated by the Trustee except that with respect to presentation of Bonds for payment or for registration of transfer and exchange, such term shall mean the office or agency of the Trustee at which, at any particular time, its corporate trust agency business shall be conducted.

"Trustee" means The Bank of New York Mellon Trust Company, N.A., and its successors and assigns, and any other corporation or association which may at any time be substituted in its place as provided in Article VI.

"2007 Bonds" means, collectively, the Authority's Revenue Bonds, 2007 Series A (Senior Lien Bonds) issued in the original aggregate principal amount of \$44,075,000 and the Authority's Revenue Bonds 2007, Series B (Junior Lien Bonds) issued in the original aggregate principal amount of \$10,350,000, which were each issued pursuant to the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 (commencing with Section 6584) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California.

"2007 Indenture" means the Indenture of Trust, dated as of May 1, 2007, by and between the Authority and the 2007 Trustee.

"2007 Trustee" means The Bank of New York Mellon Trust Company, N.A., as successor trustee of the 2007 Bonds.

"2017 Bonds" means the \$_____ Roseville Finance Authority Special Tax Revenue Refunding Bonds, Series 2017A issued hereunder.

Section 1.2. Rules of Construction. All references in this Indenture to "Articles," "Sections," and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture; and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof.

Section 1.3. Authorization and Purpose of Bonds. The Authority has reviewed all proceedings heretofore taken relative to the authorization of the Bonds and has found, as a result of such review, and hereby finds and determines, that all things, conditions and acts required by law to exist, happen and/or be performed precedent to and in the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the Authority is now authorized under the Refunding Bond Law and each and every requirement of law, to issue the Bonds in the manner and form provided in this Indenture. Accordingly, the Authority hereby authorizes the issuance of the Bonds pursuant to the Refunding Bond Law and this Indenture for the purpose of refunding the 2007 Bonds and pay Costs of Issuance for the Bonds.

Section 1.4. Equal Security. In consideration of the acceptance of the Bonds by the Owners thereof, this Indenture shall be deemed to be and shall constitute a contract between the Authority and the Owners from time to time of the Bonds; and the covenants and agreements herein set forth to be performed on behalf of the Authority shall be for the equal and proportionate benefit, security and protection of all Owners of the Bonds without preference, priority or distinction as to security or otherwise of any of the Bonds over other Bonds by reason

of the number or date thereof or the time of sale, execution or delivery thereof, or otherwise for any cause whatsoever, except as expressly provided therein or herein.

ARTICLE II

ISSUANCE OF BONDS

Section 2.1. Terms of 2017 Bonds. The 2017 Bonds authorized to be issued by the Authority under and subject to the Refunding Bond Law and the terms of this Indenture shall be dated the Closing Date and be designated as follows, "Roseville Finance Authority Special Tax Revenue Refunding Bonds, Series 2017A," which shall be issued in the original aggregate principal amount of _____ Million _____ Thousand dollars (\$_____).

The 2017 Bonds shall be issued in fully registered form without coupons in denominations of \$5,000 or any integral multiple thereof, so long as no 2017 Bond shall have more than one maturity date. The 2017 Bonds shall mature on September 1 in each of the years and in the amounts, and shall bear interest (calculated on the basis of a 360-day year of twelve 30-day months) at the rates, as follows:

<u>Maturity Date</u> <u>(September 1)</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		

[* Insured 2017 Bonds]

Interest on the 2017 Bonds shall be payable on each Interest Payment Date to the person whose name appears on the Bond Register as the Owner thereof as of the Record Date immediately preceding each such Interest Payment Date, such interest to be paid by check of the Trustee mailed on such Interest Payment Date by first class mail, postage prepaid, to the Owner at the address of such Owner as it appears on the Bond Register or by wire transfer to an account in the United States of America made on such Interest Payment Date upon instructions of any Owner of \$1,000,000 or more in aggregate principal amount of 2017 Bonds of a Series provided to the Trustee in writing at least five (5) Business Days before the Record Date for such Interest Payment Date. Principal of and premium (if any) on any 2017 Bond shall be paid upon presentation and surrender thereof, at maturity or the prior redemption thereof, at the Trust Office of the Trustee. The principal of and interest and premium (if any) on the 2017 Bonds shall be payable in lawful money of the United States of America.

Each 2017 Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (a) it is authenticated after a Record Date and on or before the following Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (b) it is authenticated on or before August 15, 2017, in which event it shall bear interest from the Closing Date; provided, however, that if, as of the date of authentication of any 2017 Bond, interest thereon is in default, such 2017 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon, or from the Closing Date if no interest has been paid or made available for payment.

Section 2.2. Redemption of 2017 Bonds.

(a) No Optional Redemption. [[The 2017 Bonds are not subject to redemption prior to maturity at the option of the Authority.]]

(b) Mandatory Special Redemption. The 2017 Bonds shall be subject to mandatory redemption from prepayments of the Special Tax by property owners within the CFDs, in whole or in part among maturities as shall be specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the 2017 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

[Note: Existing 2007 Indentures now at par call...]

<u>Redemption Dates</u>	<u>Redemption Price</u>
Interest Payment Dates through September 1, ____	103%
March 1, ____ through September 1, ____	102
March 1, ____ through September 1, ____	101
March 1, ____ and Interest Payment Dates thereafter	100

The Authority shall deliver to the Trustee a certificate of an Independent Financial Consultant verifying that, following such prepayment of the CFD Bonds and mandatory special redemption of the 2017 Bonds, the principal and interest generated from the remaining CFD Bonds is adequate to make the timely payment of principal and interest due on the 2017 Bonds that shall remain Outstanding hereunder following such redemption.

(c) [Mandatory Sinking Fund Redemption]

[To come, if applicable]

(d) Notice of Redemption. Written notice of any such redemption shall be given by the Authority to the Trustee at least forty-five (45) days prior to the date of redemption (unless a shorter time shall be acceptable to the Trustee in its sole discretion for its convenience).

The Trustee on behalf, and at the expense, of the Authority shall mail (by first class mail, postage prepaid or by customary electronic process) notice of any redemption to the respective Owners of any Bonds designated for redemption at their respective addresses appearing on the Bond Register, and to the Securities Depositories and to the Municipal Securities Rulemaking Board, at least thirty (30) but not more than sixty (60) days prior to the date fixed for redemption. Neither failure to receive any such notice so mailed nor any defect therein shall affect the

validity of the proceedings for the redemption of such Bonds or the cessation of the accrual of interest thereon. Such notice shall state the date of the notice, the redemption date, the redemption place and the redemption price and shall designate the CUSIP numbers, the Bond numbers and the maturity or maturities (in the event of redemption of all of the Bonds of such maturity or maturities in whole) of the Bonds to be redeemed, and shall require that such Bonds be then surrendered at the Trust Office of the Trustee for redemption at the redemption price, giving notice also that further interest on such Bonds shall not accrue from and after the redemption date.

Any such notice of redemption may specify that redemption on the specified date shall be subject to receipt by the Authority of moneys sufficient to cause such redemption (and shall specify the proposed source of such moneys), and neither the Authority nor the Trustee shall have any liability to the Owners or any other party as a result of its failure to redeem the Bonds as a result of insufficient moneys.

In addition to the foregoing notice, further notice shall be given by the Trustee in said form by first class mail to any Bondowner whose Bond has been called for redemption but who has failed to submit his Bond for payment by the date which is sixty days after the redemption date, but no defect in said further notice nor any failure to give or receive all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption.

Upon the payment by the Trustee from the applicable account in the Revenue Fund of the redemption price of the Bond being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(e) Selection of Bonds of a Maturity for Redemption. Unless otherwise provided hereunder, whenever provision is made in this Indenture or in the applicable Supplemental Indenture for the redemption of fewer than all of the Bonds of a maturity of a Series of the Bonds, the Trustee, at the direction of an Authorized Representative of the Authority or the City, shall select the Bonds to be redeemed from all Bonds of such maturity not previously called for redemption, by lot in any manner which the Authorized Representative of the Authority or the City shall deem appropriate and fair. For purposes of such selection, all Bonds shall be deemed to be comprised of separate \$5,000 authorized denominations, and such separate authorized denominations shall be treated as separate Bonds that may be separately redeemed.

(f) Partial Redemption of Bonds. In the event only a portion of any Bond is called for redemption, then upon surrender of such Bond the Authority shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Authority, a new Bond or Bonds of the same maturity date, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond to be redeemed.

(g) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of and interest (and premium, if any) on the Bonds so called for redemption shall have been duly provided, such Bonds so called shall cease to be entitled to any benefit under this Indenture other than the right to receive payment of the redemption price, and no interest shall accrue thereon from and after the redemption date specified in such notice. All Bonds redeemed pursuant to this Section 2.2 shall be cancelled and destroyed.

(h) Right to Rescind. The Authority shall have the right to rescind any redemption by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default hereunder. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

Section 2.3. Form of Bonds. The Bonds, the form of Trustee's certificate of authentication, and the form of assignment to appear thereon, shall be substantially in the form set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Indenture.

Section 2.4. Execution of Bonds. All the Bonds shall, from time to time, be executed on behalf of the Authority by, or bear the manual or facsimile signature of, one of the members of the Board of Directors of the Authority and be attested by the manual or facsimile signature of the Secretary or by any deputy thereof. If any of the directors or officers who shall have signed or sealed any of the Bonds or whose facsimile signature shall be upon the Bonds shall cease to be such officer of the Authority before the Bond so signed and sealed shall have been actually authenticated by the Trustee or delivered, such Bonds nevertheless may be authenticated, issued and delivered with the same force and effect as though the person or persons who signed or sealed such Bonds or whose facsimile signature shall be upon the Bonds had not ceased to be such officer of the Authority; and any such Bond may be signed and sealed on behalf of the Authority by those persons who, at the actual date of the execution of such Bonds, shall be the proper officers of the Authority, although at the date of such Bond any such person shall not have been such officer of the Authority.

Only such of the Bonds as shall bear thereon a certificate of authentication in substantially the form set forth in Exhibit A, manually executed by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of the Trustee shall be conclusive evidence that the Bonds so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

Section 2.5. Transfer of Bonds. Subject to Section 2.10, any Bond may in accordance with its terms, be transferred, upon the Bond Register, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Trustee, duly executed. Whenever any Bond shall be surrendered for transfer, the Authority shall execute and the Trustee shall thereupon authenticate and deliver to the transferee a new Bond or Bonds of like Series, tenor, maturity and aggregate principal amount. No Bonds selected for redemption shall be subject to transfer pursuant to this Section nor shall any Bond be subject to transfer during the fifteen days prior to the selection of Bonds for redemption.

The cost of printing any Bonds and any services rendered or any expenses incurred by the Trustee in connection with any transfer or exchange shall be paid by the Authority. However, the Owners of the Bonds shall be required to pay any tax or other governmental charge required to be paid for any exchange or registration of transfer and the Owners of the Bonds shall be required to pay the reasonable fees and expenses of the Trustee and Authority in connection with the replacement of any mutilated, lost or stolen Bonds.

Section 2.6. Exchange of Bonds. Subject to Section 2.10, Bonds may be exchanged at the Trust Office of the Trustee for Bonds of the same Series, tenor and maturity and of other

authorized denominations. No Bonds selected for redemption shall be subject to exchange pursuant to this Section, nor shall any Bond be subject to exchange during the fifteen days prior to the selection of Bonds for redemption. The Owners of the Bonds shall be required to pay any tax or other governmental charge required to be paid for any exchange and the Owners of the Bonds shall be required to pay the reasonable fees and expenses of the Trustee and Authority in connection with the exchange of any Bonds.

Section 2.7. Temporary Bonds. The Bonds may be issued initially in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the Authority and may contain such reference to any of the provisions of this Indenture as may be appropriate. Every temporary Bond shall be executed by the Authority and be registered and authenticated by the Trustee upon the same conditions and in substantially the same manner as the definitive Bonds. If the Authority issues temporary Bonds, it shall execute and furnish definitive Bonds without delay, and thereupon the temporary Bonds may be surrendered for cancellation, in exchange therefor at the Trust Office of the Trustee, and the Trustee shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Indenture as definitive Bonds authenticated and delivered hereunder.

Section 2.8. Bond Register. The Trustee shall keep or cause to be kept at its Trust Office sufficient records for the registration and transfer of the Bonds, which shall be the Bond Register and shall at all times during regular business hours be open to inspection by the Authority upon reasonable notice; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said records, Bonds as hereinbefore provided. Upon the occurrence of an Event of Default which requires the Bond Insurer to make payments under the Bond Insurance Policy, the Bond Insurer and any designated agent thereof shall have access to the Bond Register.

Section 2.9. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the Authority, at the expense of the Owner of said Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like Series, tenor and authorized denomination in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be cancelled by it and destroyed in accordance with the retention policy of the Trustee then in effect. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence be satisfactory to it and indemnity satisfactory to it shall be given, at the expense of the Bond Owner, the Authority shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like Series and tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Bond the Trustee may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Trustee). The Trustee may require payment of a reasonable fee for each new Bond issued under this Section and of the expenses which may be incurred by the Authority and the Trustee. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original contractual obligation on the part of the Authority whether or not the Bond alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Indenture with all other Bonds secured by this Indenture.

Section 2.10. Book-Entry System.

(a) All Bonds shall be initially issued in the form of a separate single certificated fully registered Bond for each maturity date of the Bonds. Upon initial issuance, the ownership of each Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC. Except as provided in Section 2.10(d), all Outstanding Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the Bond Register in the name of Cede & Co, as nominee of DTC, the Trustee shall not have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds Bonds as Depository from time to time (the "DTC Participants") or to any person for which a DTC Participant acquires an interest in the Bonds (the "Beneficial Owners"). Without limiting the immediately preceding sentence, the Trustee shall not have any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co, or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any notice with respect to the Bonds, including any notice of redemption or mandatory tender, (iii) the selection by the Depository of the beneficial interests in the Bonds to be redeemed in the event the Authority elects to redeem the Bonds in part, (iv) the payment to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any amount with respect to the principal of or interest on the Bonds, or (v) any consent given or other action taken by the Depository as Owner of the Bonds.

(c) The Trustee may treat as and deem DTC to be the absolute Owner of each Bond for which DTC is acting as Depository for the purpose of payment of the principal of and interest on such Bonds, for the purpose of giving notices of prepayment and other matters with respect to such Bonds, for the purpose of registering transfers with respect to such Bonds, and for all purposes whatsoever. The Trustee shall pay all principal of and interest on the Bonds only to the Owners as shown on the Registration Books, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to the principal of and interest on the Bonds to the extent of the sums or sums so paid.

(d) DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the Trustee and the Authority during any time that the Bonds are Outstanding, and discharging its responsibilities with respect thereto under applicable law. The Authority may terminate the services of DTC with respect to the Bonds if it determines that DTC is unable to discharge its responsibilities with respect to the Bonds or that continuation of the system of book-entry transfers through DTC is not in the best interest of the Beneficial Owners, and the Authority shall mail notice of such termination to the Trustee.

Upon the termination of the services of DTC as provided in the previous paragraph, and if no substitute Depository willing to undertake the functions hereunder can be found which is willing and able to undertake such functions upon reasonable or customary terms, or if the Authority determines that it is in the best interest the Beneficial Owners of the Bonds that they be able to obtain certificated Bonds, the Bonds shall no longer be restricted to being registered in the Bond Register of the Trustee in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or name the Owners shall designate at that time, in accordance with this Indenture.

To the extent that the Beneficial Owners are designated as the transferee by the Owners, in accordance with Section 2.06, the Bonds will be delivered to such Beneficial Owners as soon as practicable.

The Authority, in its sole discretion and without the consent of any other person, may terminate the services of DTC with respect to the Bonds if the Authority determines that: (A) DTC is unable to discharge its responsibilities with respect to the Bonds, or (B) a continuation of the requirement that all Outstanding Bonds be registered in the Bond Register in the name of Cede & Co., or any other nominee of DTC, is not in the best interest of the beneficial owners of such Bonds.

Section 2.11. Validity of Bonds. The validity of the authorization and issuance of the Bonds shall not be affected in any way by any proceedings taken by the Authority or the City with respect to the application of the proceeds of the Bonds, and the recital contained in the Bonds that the same are issued pursuant to the Refunding Bond Law shall be conclusive evidence of their validity and of the regularity of their issuance.

ARTICLE III

DEPOSIT AND APPLICATION OF PROCEEDS

Section 3.1. Issuance of Bonds. Upon the execution and delivery of this Indenture, the Authority shall execute and deliver the 2017 Bonds in the principal amount set forth in Section 2.1 to the Trustee for authentication and delivery to the Original Purchaser thereof upon the Request of the Authority.

Section 3.2. Application of Proceeds of Sale of Bonds and Funds Received from the City.

(a) On the Closing Date, the Trustee shall apply moneys received by it as set forth below (the Trustee may, in its discretion, establish one or more temporary funds or accounts to account for or facilitate the following transfers and deposits). The Trustee shall apply the proceeds of the sale of the 2017 Bonds received or deemed to have been received from the Original Purchaser on the Closing Date, being an amount equal to the purchase price of the 2017 Bonds of \$_____ (being 100% of the aggregate principal amount thereof, plus a net original issue premium of \$_____ and less an Underwriter's discount of \$_____), less the Bond Insurance Policy premium (\$_____) and the Reserve Policy premium (\$_____) both of which shall be wired directly to the Bond Insurer, for a total amount of \$_____ delivered to the Trustee, to be applied as follows:

(i) \$_____ of the proceeds of the 2017 Bonds shall be transferred to the Escrow Bank pursuant to the Escrow Agreement for the purpose of refunding the 2007 Bonds as described therein; and

(ii) \$_____ of the proceeds of the 2017 Bonds shall be deposited into the Costs of Issuance Fund for the payment of Costs of Issuance in accordance with Section 3.4 below.

(b) In addition, the Trustee shall credit the Reserve Policy to the Reserve Fund in satisfaction of the Reserve Requirement upon delivery of the 2017 Bonds.

Section 3.3. Revenue Fund. The Trustee shall establish and maintain a separate fund to be known as the "Revenue Fund" and the following separate accounts therein: the "Interest Account" and the "Principal Account." Except as otherwise provided herein, the Trustee shall deposit all Revenues received after the Closing Date to the Revenue Fund and shall apply amounts in the Revenue Fund as described in Section 4.2 below.

Section 3.4. Costs of Issuance Fund. The Trustee shall establish and maintain a fund known as the "Costs of Issuance Fund" into which shall be deposited the amounts set forth in Section 3.2 above [and any amounts received by the Trustee attributable to the 2007 Bonds and designated for deposit therein]. The moneys in the Costs of Issuance Fund shall be used to pay Costs of Issuance from time to time upon receipt by the Trustee of a Request of the Authority. Each Request of the Authority shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts. On the date which is one hundred twenty (120) days following the Closing Date, or upon the earlier receipt by the Trustee of a Request of the Authority stating that all Costs of Issuance have been paid, the Trustee shall transfer all remaining amounts in the Costs of Issuance Fund to the Revenue Fund. Upon such transfer, the Costs of Issuance Fund shall be closed and the Trustee shall no

longer be obligated to make payments for Costs of Issuance. The Authority may at any time file a Request of the Authority requesting that the Trustee retain a specified amount in the Costs of Issuance Fund and transfer to the Revenue Fund all remaining amounts, and upon receipt of such request by the Trustee, the Trustee shall comply with such request.

Section 3.5. [Reserved].

Section 3.6. Reserve Fund. The Trustee shall establish and maintain a separate fund to be known as the "Reserve Fund", which shall be administered as provided in Section 4.3(a) hereof.

Section 3.7. Rebate Fund. The Trustee shall establish and maintain a separate fund to be known as the "Rebate Fund". The Rebate Fund shall be administered as described in Section 5.8.

Section 3.8. Surplus Fund. The Trustee shall establish and maintain a separate fund to be known as the "Surplus Fund" which shall be administered as described in Section 4.4.

Section 3.9. Administrative Expense Fund. The Trustee shall establish and maintain a separate fund to be held by the Trustee and known as the "Administrative Expense Fund" into which shall be deposited amounts transferred from the Surplus Fund pursuant to Section 4.4. The moneys in the Administrative Expense Fund shall be used to pay Authority Administrative Expenses upon receipt of a Request of the Authority for the payment thereof. Each Request of the Authority shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts.

ARTICLE IV

REVENUES; FLOW OF FUNDS

Section 4.1. Pledge of Revenues; Assignment of Rights. Subject to the provisions of Sections 6.3 and 9.3, the Bonds shall be secured by a first lien on and pledge (which shall be effected in the manner and to the extent hereinafter provided) of all of the Revenues. The Bonds shall be equally secured by a pledge, charge and lien upon the Revenues without priority for any Bond over any other Bond; and the payment of the interest on and principal of the Bonds and any premiums upon the redemption of any Bonds shall be and are secured by an exclusive pledge, charge and lien upon the Revenues. So long as any of the Bonds are Outstanding, the Revenues shall not be used for any purpose except as is expressly permitted by this Indenture.

The Authority hereby transfers in trust, grants a security interest in and assigns to the Trustee, for the benefit of the Owners from time to time of the Bonds all of the Revenues and all of the right, title and interest of the Authority in the CFD Bonds, subject to the terms of this Indenture. The Trustee shall be entitled to and shall collect and receive all of the Revenues, and any Revenues collected or received by the Authority shall be deemed to be held, and to have been collected or received, by the Authority as the agent of the Trustee and shall forthwith be paid by the Authority to the Trustee. Subject to the provisions of Section 8.2, the Trustee also shall be entitled to and shall take all steps, actions and proceedings reasonably necessary in its judgment to enforce, either jointly with the Authority or separately, all of the rights of the Authority and all of the obligations of the City under the CFD Bonds.

On an annual basis, upon the deposit with the Trustee of moneys sufficient to pay principal of, premium, if any, and interest due on the Bonds for the Bond Year and upon satisfaction of all claims against the Authority hereunder with respect to the Bonds, including all fees, charges and expenses of the Trustee and the Authority which are properly payable hereunder, or upon the making of adequate provisions for the payment of such amounts as permitted hereby, all moneys remaining in all funds and accounts pertaining to such Bonds, (except any amounts on deposit in the Rebate Fund and the Surplus Fund and except moneys necessary to pay principal of, premium, if any, and interest on such series of Bonds, which moneys will be held by the Trustee pursuant to Section 9.3), will on an annual basis no longer be considered Revenues and are not pledged to repay the Bonds. Such amounts will be transferred to the Authority to be used by the Authority for any lawful purpose.

Section 4.2. Receipt, Deposit and Application of Revenues; Revenue Fund.

(a) For each Bond Year, the all Revenues described in clause (a) of the definition thereof in Section 1.1 shall be promptly deposited by the Trustee upon receipt thereof in the Revenue Fund.

On each Interest Payment Date and redemption date for the Bonds, the Trustee shall transfer from the Revenue Fund, and deposit into the following respective accounts for the Bonds, the following amounts in the following order of priority, the requirements of each such account (including the making up of any deficiencies in any such account resulting from lack of Revenues sufficient to make any earlier required deposit) at the time of deposit to be satisfied before any transfer is made to any account subsequent in priority:

(i) Interest Account. On each Interest Payment Date and redemption date, the Trustee shall deposit in the Interest Account an amount required to cause the

aggregate amount on deposit in the Interest Account to equal the amount of interest on the Bonds coming due and payable on such date. No deposit need be made into the Interest Account if the amount contained therein is at least equal to the interest coming due and payable on the Bonds on the next succeeding Interest Payment Date or redemption date, as applicable. All moneys in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying interest on the Bonds as it shall become due and payable (including accrued interest on any Bonds redeemed prior to maturity). In the event that the amounts on deposit in the Interest Account on any Interest Payment Date or redemption date, after any transfers from the Reserve Fund pursuant to Section 4.3(a) are insufficient for any reason to pay the aggregate amount of interest then coming due and payable on the Outstanding Bonds, the Trustee shall apply such amounts to such payments on each of the Outstanding Bonds on a pro rata basis.

(ii) Principal Account. On each Interest Payment Date and redemption date on which the principal of the Bonds shall be payable, the Trustee shall deposit in the Principal Account an amount required to cause the aggregate amount on deposit in the Principal Account to equal the principal amount of, and premium (if any) on, the Bonds coming due and payable on such Interest Payment Date, or required to be redeemed on such redemption date pursuant to Section 2.2; provided, however, that no amount shall be deposited to effect a redemption pursuant to Section 2.2(b) unless the Trustee has first received a certificate of an Independent Financial Consultant as described therein. No deposit need be made into the Principal Account if the amount contained therein is at least equal to the principal amount of, and premium (if any), on the Bonds coming due and payable on the Bonds on the next succeeding Interest Payment Date or redemption date, as applicable. All moneys in the Principal Account shall be used and withdrawn by the Trustee solely for the purpose of (i) paying the principal of the Bonds at the maturity thereof or (ii) paying the principal of and premium (if any) on any Bonds upon the redemption thereof pursuant to Section 2.2. In the event that the amounts on deposit in the Principal Account on any Interest Payment Date or redemption date, after any transfers from the Reserve Fund pursuant to Section 4.3(a), are insufficient for any reason to pay the aggregate amount of principal amount of, and premium (if any), on the Bonds coming due and payable, the Trustee shall apply such amounts to such payments on each of the Outstanding Bonds on a pro rata basis.

(b) If on any Interest Payment Date or date for redemption the amount on deposit in the Revenue Fund is inadequate to make the transfers described in subsection (a) above as a result of a payment default on an issue of CFD Bonds, the Trustee shall immediately notify the City of the amount needed to make the required deposits under subsection (a) above. In the event that within 5 Business Days of delivering such notice the Trustee receives additional payments from the City to cure such shortfall, the Trustee shall deposit such amounts to the Revenue Fund.

(c) On each Interest Payment Date or redemption date after making the transfers required under subsections (a) and (b) above, upon receipt of a Request of the Authority to do so, the Trustee shall transfer from the Revenue Fund to the Rebate Fund for deposit therein the amounts specified in such Request of the Authority.

(d) On September 2 of each year, after making the deposits required under subsections (a), (b) and (c) above, the Trustee shall transfer all amounts remaining on deposit in the Revenue Fund to the Surplus Fund, or, to the extent specified in a Request of the Authority, to the Administrative Expense Fund.

Section 4.3. Reserve Fund.

There shall be maintained in the Reserve Fund an amount equal to the Reserve Requirement. The Reserve Requirement will be satisfied by the delivery to the Trustee of the Reserve Policy on the Closing Date. The following terms and provisions of this Section 4.3 shall govern with respect to the Reserve Policy, notwithstanding anything in this Indenture to the contrary:

[To Come, once insurer selected.]

Section 4.4. Surplus Fund.

(a) Any amounts transferred to the Surplus Fund pursuant to Section 4.2 shall no longer be considered Revenues and are not pledged to repay the Bonds.

(b) So long as the CFD Bonds are outstanding, on September 3 of each year, after setting aside any amount specified in a Request of the Authority to be transferred to the Administrative Expense Fund for payment of Authority Administrative Expenses or to the Revenue Fund for payment of the Bonds, any moneys remaining in the Surplus Fund shall be transferred by the Trustee to the Authority.

Section 4.5. Investments. All moneys in any of the funds or accounts established with the Trustee pursuant to this Indenture shall be invested by the Trustee solely in Permitted Investments, as directed pursuant to the Request of the Authority filed with the Trustee at least two (2) Business Days in advance of the making of such investments. The Trustee shall be entitled to conclusively rely on any such Request of the Authority and shall be fully protected in relying thereon. In the absence of any such Request of the Authority the Trustee shall invest any such moneys in Permitted Investments described in clause (h) of the definition thereof provided, however, that any such investment shall be made by the Trustee only if, prior to the date on which such investment is to be made, the Trustee shall have received a Request of the Authority specifying a specific money market fund and, if no such Request of the Authority is so received, the Trustee shall hold such moneys uninvested. The Trustee shall be entitled to rely upon any investment directions from the Authority as conclusive certification to the Trustee that the investments described therein are so authorized under the laws of the State of California and qualify as Permitted Investments. Permitted Investments purchased as an investment of moneys in any fund or account established pursuant to this Indenture shall be deemed to be part of such fund or account.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made.

For purposes of acquiring any investments hereunder, the Trustee may commingle moneys held by it in any of the funds and accounts held by it hereunder. The Trustee and its affiliates may act as advisor, sponsor, principal or agent in the acquisition or disposition of any investment and may impose its customary charges therefor. The Trustee and its affiliates may make any and all investments permitted herein through its own investment department. The Trustee shall incur no liability for losses arising from any investments made pursuant to this Section 4.5.

The Authority acknowledges that, to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority the right to receive brokerage confirmations of security transactions as they occur, the Authority specifically waives receipt of such confirmations to the extent permitted by law. The Trustee shall furnish the Authority periodic cash transaction statements which include detail for all investment transactions made by the Trustee hereunder.

Section 4.6. Valuation and Disposition of Investments.

(a) Except as otherwise provided in subsection (b) of this Section, the Authority covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Indenture, or otherwise containing gross proceeds of the Bonds (within the meaning of section 148 of the Code) shall be acquired, disposed of, and valued by the Authority (as of the date that valuation is required by this Indenture or the Code) at Fair Market Value.

(b) Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code shall be valued by the Authority at their present value (within the meaning of section 148 of the Code).

ARTICLE V

COVENANTS OF THE AUTHORITY

Section 5.1. Punctual Payment. The Authority shall punctually pay or cause to be paid the principal and interest and premium (if any) to become due in respect of all the Bonds, in strict conformity with the terms of the Bonds and of this Indenture, according to the true intent and meaning thereof, but only out of Revenues and other assets pledged for such payment as provided in this Indenture.

Section 5.2. Extension of Payment of Bonds. The Authority shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any claims for interest by the purchase of such Bonds or by any other arrangement, and in case the maturity of any of the Bonds or the time of payment of any such claims for interest shall be extended, such Bonds or claims for interest shall not be entitled, in case of any default hereunder, to the benefits of this Indenture, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest thereon which shall have been so extended. Nothing in this Section shall be deemed to limit the right of the Authority to issue Bonds for the purpose of refunding any Outstanding Bonds, and such issuance shall not be deemed to constitute an extension of maturity of the Bonds.

Section 5.3. Against Encumbrances. The Authority shall not create, or permit the creation of, any pledge, lien, charge or other encumbrance upon the Revenues and other assets pledged or assigned under this Indenture while any of the Bonds are Outstanding, except the pledge and assignment created by this Indenture and except as otherwise permitted by Section 5.6. Subject to this limitation, the Authority expressly reserves the right to enter into one or more other indentures for any of its corporate purposes, including other programs under the Refunding Bond Law, and reserves the right to issue other obligations for such purposes.

Section 5.4. Power to Issue Bonds and Make Pledge and Assignment. The Authority is duly authorized pursuant to law to issue the Bonds and to enter into this Indenture and to pledge and assign the Revenues, the CFD Bonds and other assets purported to be pledged and assigned, respectively, under this Indenture. The Bonds and the provisions of this Indenture are

and shall be the legal, valid and binding limited, special obligations of the Authority in accordance with their terms, and the Authority and the Trustee shall at all times, subject to the provisions of Article VI and to the extent permitted by law, defend, preserve and protect said pledge and assignment of the Revenues, the CFD Bonds and other assets and all the rights of the Bond Owners under this Indenture against all claims and demands of all persons whomsoever.

Section 5.5. Accounting Records and Financial Statements. The Trustee shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with corporate trust industry standards in which complete and accurate entries shall be made of transactions made by it relating to the proceeds of Bonds, the Revenues, the CFD Bonds and all funds and accounts established pursuant to this Indenture. Such books of record and account shall be available for inspection by the Bond Insurer, the Authority and the City upon reasonable prior notice during regular business hours and under reasonable circumstances, in each case as agreed to by the Trustee.

Not later than 45 days following each Interest Payment Date, the Trustee shall prepare and file with the Authority a report setting forth: (i) amounts withdrawn from and deposited into each fund and account maintained by the Trustee under this Indenture; (ii) the balance on deposit in each fund and account as of the date for which such report is prepared; and (iii) a brief description of all obligations held as investments in each fund and account. Copies of such reports may be mailed to any Owner upon the Owner's written request to the Trustee at the expense of such Owner at a cost not to exceed the Trustee's actual costs of duplication and mailing.

Section 5.6. Conditions to Issuance of Parity Bonds. The Authority covenants that no additional bonds, notes or other indebtedness shall be issued or incurred which are payable out of Revenues in whole or in part, except that the Authority may issue additional bonds, notes or other indebtedness ("Additional Bonds") secured on a parity with the Bonds, in such principal amount as shall be determined by the Authority, pursuant to a Supplemental Indenture adopted or entered into by the Authority to refund a portion of the Bonds to realize savings associated with interest costs on the Bonds.

Section 5.7. Tax Covenants.

(a) Private Activity Bond Limitation. The Authority shall assure that the proceeds of the Bonds are not used so as to cause the Bonds to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(c) of the Code.

(b) Federal Guarantee Prohibition. The Authority shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(c) No Arbitrage. The Authority shall not take, or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the Bond proceeds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date, would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.

(d) Rebate of Excess Investment Earnings to United States. The Authority shall calculate or cause to be calculated excess investment earnings with respect to the Bonds which

are required to be rebated to the United States of America pursuant to Section 148(f) of the Code, and shall pay the full amount of such excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required pursuant to the Code. Such payments shall be made by the Authority from any source of legally available funds of the Authority, including amounts deposited into the Rebate Fund, if any. The Authority shall keep or cause to be kept, and retain or cause to be retained for a period of six (6) years following the final payment of the Bonds, records of the determinations made pursuant to this subsection (d). In order to provide for the administration of this subsection (d), the Authority may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the Authority may deem appropriate. The Trustee may rely conclusively upon the Authority's determinations, calculations and certifications required by this Section. The Trustee shall have no responsibility to independently make any calculation or determination or to review the Authority's calculations hereunder.

(e) Maintenance of Tax Exemption. The Authority shall take all actions necessary to assure the exclusion of interest on the Bonds from the gross income of the Owners thereof to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Bonds.

(f) Record Retention. The Authority shall retain its records of all accounting and monitoring it carries out with respect to the Bonds for at least 3 years after the Bonds mature or are redeemed (whichever is earlier); however, if the Bonds are redeemed and refunded, the Authority shall retain its records of accounting and monitoring at least 3 years after the earlier of the maturity or redemption of the obligations that refunded the Bonds.

(g) Compliance with Tax Certificate. The Authority shall comply with the provisions of the Tax Certificate and the Use of Proceeds Certificate with respect to the Bonds, which are incorporated herein as if fully set forth herein. The covenants of this Section shall survive payment in full or defeasance of the Bonds.

Section 5.8. Rebate Fund.

(a) Establishment. The Trustee shall establish a Rebate Fund pursuant to Section 3.7. Absent an opinion of Bond Counsel that the exclusion from gross income for federal income tax purposes of interest on the Bonds shall not be adversely affected, the Authority shall cause to be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to this Section, Section 5.7(d) and the Code. All money at any time deposited in the Rebate Fund shall be held by the Trustee in trust for payment to the United States Treasury in accordance with a Request of the Authority delivered to the Trustee, upon which the Trustee may conclusively rely.

(b) Disposition of Unexpended Funds. Any funds remaining in the Rebate Fund after redemption and payment of the Bonds and after payment of all the amounts payable to the United States Treasury from the Rebate Fund, including accrued interest and payment of all applicable fees to the Trustee, may be withdrawn by the Trustee and remitted to the Authority and utilized in any manner by the Authority.

Section 5.9. CFD Bonds. Subject to the provisions of this Indenture (including Article VI), the Authority and the Trustee shall use reasonable efforts to collect all amounts due from the City (for and on behalf of the CFDs) pursuant to the CFD Bonds and shall enforce, and take all steps, actions and proceedings which the Authority and Trustee determine to be reasonably

necessary for the enforcement of all of the rights of the Authority thereunder and for the enforcement of all of the obligations and covenants of the City (for and on behalf of the CFDs thereunder). The Authority shall instruct the City (for and on behalf of the CFDs) to authenticate and deliver to the Trustee the CFD Bonds registered in the name of the Trustee.

The Authority, the Trustee, and the City may, with prior written notice to each Rating Agency then providing a rating on the Bonds (if any), at any time consent to, amend or modify any of the CFD Bonds pursuant to the terms thereof, (a) with the prior consent of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding and the Bond Insurer, or (b) without the consent of any of the Owners (but with the consent of the Bond Insurer), if such amendment or modification is for any one or more of the following purposes

(a) to add to the covenants and agreements of the City contained in such CFD Bonds, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or power therein reserved to or conferred upon the City; or

(b) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in such CFD Bonds, or in any other respect whatsoever as the City may deem necessary or desirable, provided under any circumstances that such modifications or amendments shall not materially adversely affect the interests of the Owners of the Bonds in the opinion of Bond Counsel filed with the Trustee; or

(c) to amend any provision thereof to the extent necessary to comply with the Code, but only if and to the extent such amendment shall not, in and of itself, adversely affect the exclusion from gross income of the interest on any of the Bonds under the Code, in the opinion of Bond Counsel filed with the Trustee.

Section 5.10. Sale of CFD Bonds. Notwithstanding anything in this Indenture to the contrary, the Authority may cause the Trustee to sell, from time to time, all or a portion of an issue of CFD Bonds, provided that the Authority shall deliver to the Trustee:

(a) a certificate of an Independent Accountant certifying that, following the sale of such CFD Bonds, the Revenues to be paid to the Authority (assuming the timely payment of amounts due thereon with respect to any CFD Bonds not then in default), together with interest and principal due on any noncallable Federal Securities pledged to the repayment of the Bonds and the Revenues then on deposit in the funds and accounts established hereunder (valuing any Permitted Investments held hereunder at the then Fair Market Value thereof), shall be sufficient to pay the principal of and interest on the Bonds when due;

(b) if any Bonds are then rated by any Rating Agency, a notification from such Rating Agency to the effect that such rating shall not be withdrawn or reduced as a result of such sale of CFD Bonds; and

(c) an opinion of Bond Counsel that such sale of CFD Bonds is authorized under the provisions of this Indenture and shall not adversely affect the exclusion of interest on the Bonds from gross income for purposes of federal income taxation.

(d) the written consent of the Bond Insurer.

Upon compliance with the foregoing conditions by the Authority, the Trustee shall sell such CFD Bonds in accordance with the Request of the Authority and disburse the proceeds of

the sale of such CFD Bonds to the Authority or upon the receipt of a Request of the Authority shall deposit such proceeds in the Revenue Fund.

Section 5.11. Further Assurances. The Authority shall adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture, and for the better assuring and confirming unto the Owners of the Bonds and the Bond Insurer the rights and benefits provided in this Indenture.

Section 5.12. Continuing Disclosure. The Authority hereby covenants and agrees that it shall cause the City to comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Indenture, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, any Original Purchaser or any holder or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

Section 5.13. Compliance with Reporting Requirements Applicable to Bonds. The Authority hereby covenants and agrees that it shall comply with and carry out all of the reporting requirements applicable to the Bonds.

Section 5.14 Maintenance of Existence. In the event the existence of the Authority will be impaired by any termination of the existence of the Successor Agency of the Redevelopment Agency of the City of Roseville, as successor to the Redevelopment Agency of the City of Roseville in its capacity as a member of the Authority, the Authority will take or cause to be taken all actions reasonably necessary to continue its existence until such time as the Bonds have been paid in full.

ARTICLE VI

THE TRUSTEE; PROVISIONS RELATING TO BOND INSURANCE

Section 6.1. Appointment of Trustee. The Bank of New York Mellon Trust Company, N.A., with its corporate trust office presently located in Los Angeles, California, a national banking association organized and existing under and by virtue of the laws of the United States of America, is hereby appointed Trustee by the Authority for the purpose of receiving all moneys required to be deposited with the Trustee hereunder and to allocate, use and apply the same as provided in this Indenture. The Authority agrees that it shall maintain a Trustee which is a trust company, national banking association or bank of good standing located in or incorporated under the laws of the State, duly authorized to exercise trust powers, with a combined capital and surplus of at least Seventy-five Million Dollars (\$75,000,000), subject to supervision or examination by federal or state authority. If such bank, national banking association or trust company publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this Section 6.1, the combined capital and surplus shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Trustee is hereby authorized to pay the principal of and interest and redemption premium (if any) on the Bonds when duly presented for payment at maturity, or on redemption or purchase prior to maturity, to make regularly scheduled interest payments, and to cancel any Bond upon payment thereof.

Section 6.2. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions:

(a) The Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default hereunder has occurred (which has not been cured or waived), the Trustee may exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care and skill and diligence in their exercise, as a reasonable person would exercise or use under the circumstances in the conduct of his own affairs.

(b) The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, but shall not be responsible for the acts of any agents, attorneys or receivers appointed by it unless such appointment was the result of negligence or willful misconduct. The Trustee may consult with and act upon the advice of counsel (which may be counsel to the Authority) concerning all matters of trust and its duty hereunder and shall be wholly protected in reliance upon the advice or opinion of such counsel in respect of any action taken or omitted by it in good faith and in accordance herewith.

(c) The Trustee shall not be responsible for any recital herein, or for any of the supplements thereto or instruments of further assurance, or for the validity, effectiveness or the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby and the Trustee shall not be bound to ascertain or inquire as to the observance or performance of any covenants, conditions or agreements on the part of the Authority hereunder. The Trustee shall have no responsibility, opinion, or liability with respect to any information, statement, or

recital in any offering memorandum, official statement, or other disclosure material prepared or distributed with respect to the issuance of the Bonds.

(d) Except as provided in Section 3.2, the Trustee shall not be accountable for the use of any proceeds of sale of the Bonds delivered hereunder. The Trustee may become the Owner of Bonds secured hereby with the same rights which it would have if not the Trustee; may acquire and dispose of other bonds or evidences of indebtedness of the Authority with the same rights it would have if it were not the Trustee; and may act as a depositary for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of Bonds, whether or not such committee shall represent the Owners of the majority in aggregate principal amount of the Bonds then Outstanding.

(e) The Trustee shall be protected and shall incur no liability in acting, or refraining from acting in good faith and without negligence, in reliance upon any notice, request, consent, certificate, order, affidavit, letter, telegram, facsimile transmission, electronic mail, or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken or omitted to be taken by the Trustee in good faith and without negligence pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Owner of any Bond, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof. The Trustee shall not be bound to recognize any person as an Owner of any Bond or to take any action at such person's request unless the ownership of such Bond by such person shall be reflected on the Bond Register.

(f) As to the existence or non existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a Certificate of the Authority as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default hereunder of which the Trustee has been given notice or is deemed to have notice, as provided in Section 6.2(h), shall also be at liberty to accept a Certificate of the Authority to the effect that any particular dealing, transaction or action is necessary or expedient, and shall be fully protected in relying thereon, but may at its discretion secure such further evidence deemed by it to be necessary or advisable, but shall in no case be bound to secure the same.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and notwithstanding any other provision of this Indenture, the Trustee shall not be answerable for other than its negligence or willful misconduct. The immunities and exceptions from liability of the Trustee shall extend to its officers, directors, employees and agents.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default hereunder except where a Responsible Officer has actual knowledge of such Event of Default and except for the failure by the Authority to make any of the payments to the Trustee required to be made by the Authority pursuant hereto, including payments on the CFD Bonds, or failure by the Authority to file with the Trustee any document required by this Indenture to be so filed subsequent to the issuance of the Bonds, unless a Responsible Officer shall be specifically notified in writing of such default by the Authority or by the Owners of at least twenty five percent (25%) in aggregate principal amount of the Bonds then Outstanding and all notices or other instruments required by this Indenture to be delivered to the Trustee

must, in order to be effective, be delivered to a Responsible Officer at the Trust Office of the Trustee, and in the absence of such notice so delivered the Trustee may conclusively assume there is no Event of Default hereunder except as aforesaid. Delivery of a notice to the officer and address for the Trustee set forth in Section 9.12, as updated by the Trustee from time to time, shall be deemed notice to a Responsible Officer.

(i) At any and all reasonable times the Trustee, and its duly authorized agents, attorneys, experts, accountants and representatives, shall have the right fully to inspect all books, papers and records of the Authority pertaining to the Bonds, and to make copies of any of such books, papers and records such as may be desired but which is not privileged by statute or by law.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the performance of its duties hereunder.

(k) Notwithstanding anything elsewhere in this Indenture with respect to the execution of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, the Trustee shall have the right, but shall not be required, to demand any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, as may be deemed desirable by the Trustee in its sole discretion for the purpose of establishing the right of the Authority to the execution of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Before taking the action referred to in Sections 5.9, 8.2 or this Article VI, the Trustee may require that an indemnity bond satisfactory to it be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful misconduct in connection with any such action.

(m) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds.

(n) Whether or not expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of, or affording protection to, the Trustee shall be subject to the provisions of this Article VI.

(o) The Trustee shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources or energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Trustee.

(p) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the Authority shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Authority whenever a person is to be added or deleted from the listing. If the Authority elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Authority understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Authority shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Authority and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Authority. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Authority agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Authority; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

(q) Whenever in the administration of the trusts imposed upon it by this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of the Authority, and such certificate shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of this Indenture in reliance upon such certificate, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

Section 6.3. Fees, Charges and Expenses of Trustee. The Trustee shall be entitled to payment and reimbursement by the Authority for reasonable fees for its services rendered hereunder and all advances (including any interest on advances), counsel fees and expenses (including fees and expenses of outside counsel and the allocated costs of internal attorneys) and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. Upon the occurrence of an Event of Default hereunder, but only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment of any Bond upon the amounts held in funds and accounts hereunder for the foregoing fees, charges and expenses incurred by it respectively. The Trustee's right to payment of its fees and

expenses shall survive the discharge and payment or defeasance of the Bonds and termination of this Indenture, and the resignation or removal of the Trustee.

Section 6.4. Notice to Bond Owners of Default. If an Event of Default hereunder occurs with respect to any Bonds of which the Trustee has been given, or is deemed to have notice, as provided in Section 6.2(h), then the Trustee shall promptly give written notice thereof by first class mail to the Owner of each such Bond, unless such Event of Default shall have been cured before the giving of such notice.

Section 6.5. Intervention by Trustee. In any judicial proceeding to which the Authority is a party which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners of any of the Bonds, the Trustee may intervene on behalf of such Bond Owners, and subject to Section 6.2(l), shall do so if requested in writing by the Owners of at least twenty five percent (25%) in aggregate principal amount of such Bonds then Outstanding.

Section 6.6. Removal of Trustee. The Owners of a majority in aggregate principal amount of the Outstanding Bonds or the Bond Insurer may and the Authority may, so long as no Event of Default then exists, upon 30 days' prior written notice to the Trustee, remove the Trustee initially appointed, and any successor thereto, by an instrument or concurrent instruments in writing delivered to the Trustee. Upon any such removal, the Authority or the City shall appoint a successor or successors thereto; provided that any such successor shall be a national banking association meeting the requirements set forth in Section 6.1. Notwithstanding any other provision of this Indenture, no removal of the Trustee shall be effective until a successor is appointed.

Section 6.7. Resignation by Trustee. The Trustee and any successor Trustee may at any time give prior written notice of its intention to resign as Trustee hereunder, such notice to be given to the Bond Insurer, the Authority and the City by registered or certified mail. Upon receiving such notice of resignation, the Authority or the City shall promptly appoint a successor Trustee. Any resignation or removal of the Trustee and appointment of a successor Trustee shall become effective only upon acceptance of appointment by the successor Trustee. Upon such acceptance, the Authority shall cause notice thereof to be given by first class mail, postage prepaid, to the Bond Owners at their respective addresses set forth on the Bond Register.

Section 6.8. Appointment of Successor Trustee. In the event of the removal or resignation of the Trustee pursuant to Sections 6.6 or 6.7, respectively, the Authority or the City shall promptly appoint a successor Trustee. In the event the Authority shall for any reason whatsoever fail to appoint a successor Trustee within thirty (30) days following the delivery to the Trustee and the Bond Insurer of the instrument described in Section 6.6 or within thirty (30) days following the receipt of notice by the Authority and the City pursuant to Section 6.7, the Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee meeting the requirements of Section 6.1. Any such successor Trustee appointed by such court shall become the successor Trustee hereunder notwithstanding any action by the Authority or the City purporting to appoint a successor Trustee following the expiration of such thirty day period.

The Authority will maintain a Trustee acceptable to the Bond Insurer and qualified under the provisions of the foregoing provisions of this Section, so long as any Insured Bonds are Outstanding.

Section 6.9. Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company shall meet the requirements set forth in Section 6.1, shall be the successor to the Trustee and vested with all of the title to the trust estate and all of the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding. The Trustee may assign its rights, duties and obligations hereunder in whole or in part, to an affiliate or subsidiary thereof, provided such Corporation, affiliate or subsidiary shall meet the requirements set forth in Section 6.1.

Section 6.10. Concerning any Successor Trustee. The Authority or the City may appoint a successor Trustee hereunder without additional action of the Board of Directors or City Council. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Authority and the City an instrument in writing accepting such appointment hereunder and to the predecessor Trustee an instrument indemnifying the predecessor Trustee for any costs or claims arising during the time the successor Trustee serves as Trustee hereunder and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the Request of the Authority, or of the Trustee's successor, execute and deliver an instrument transferring to such successor all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as the Trustee hereunder to its successor. Should any instrument in writing from the Authority be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor Trustee, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Authority.

Section 6.11. Appointment of Co-Trustee. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of the State) denying or restricting the right of banking corporations or associations to transact business as a trustee in such jurisdiction. It is recognized that in the case of litigation under this Indenture, and in particular in case of the enforcement of the rights of the Trustee on default, or in the case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate co-trustee. The following provisions of this Section 6.11 are adopted to these ends.

In the event that the Trustee or the Authority appoints an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate or co-trustee but only to the extent necessary to enable such separate or co-trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of the Trustee or separate or co-Trustee.

Should any instrument in writing from the Authority be required by the separate trustee or co-trustee so appointed by the Trustee or the Authority for more fully and certainly vesting in and confirming to it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Authority. In case any separate trustee or co-trustee, or a successor to either, shall become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

Section 6.12. Indemnification; Limited Liability of Trustee. The Authority further covenants and agrees to indemnify and save the Trustee and its officers, officials, directors, agents and employees, harmless against any loss, expense (including legal fees and expenses) and liabilities which it may incur arising out of or in the exercise and performance of its powers and duties hereunder, including the costs and expenses of defending against any claim of liability, but excluding any and all losses, expenses and liabilities which are due to the negligence or intentional misconduct of the Trustee, its officers, directors, agents or employees. No provision in this Indenture shall require the Trustee to risk or expend its own funds or otherwise incur any financial liability hereunder unless indemnity reasonably satisfactory to it against such liability or risk is provided to it. The Trustee shall not be liable for any action taken or omitted to be taken by it in accordance with the direction of a majority (or any lesser amount that may direct the Trustee in accordance with the provisions of this Indenture) of the Owners of the principal amount of Bonds Outstanding relating to the time, method and place of conducting any proceeding or remedy available to the Trustee under this Indenture. The rights of the Trustee and the obligations of the Authority under this Section 6.12 shall survive termination of this Indenture, discharge of the Bonds and resignation or removal of the Trustee.

Section 6.13. Rights Under Bond Insurance Policy. The following terms and provisions of this Section shall govern with respect to the Bond Insurance Policy, notwithstanding anything in this Indenture to the contrary:

[To Come, once insurer selected.]

Section 6.14. Draws on Bond Insurance Policy.

[To Come, once insurer selected.]

Section 6.15. Information Provided to Bond Insurer. The Bond Insurer shall be provided with the following information by the Authority or Trustee, as the case may be: [To Be Finalized, once insurer selected.]

- (a) Annual audited financial statements for the Authority within 150 days (or such longer period agreed to by the Bond Insurer) after the end of each Fiscal Year (together with a certification of the Authority that it is not aware of any default or Event of Default hereunder), and the Authority's or Obligor's annual budget within 30 days after the approval thereof together with such other information, data or reports as the Bond Insurer shall reasonably request from time to time.

- (b) Notice of any draw upon the Reserve Policy within two Business Days after knowledge thereof other than (i) withdrawals of amounts in excess of the Reserve Requirement and (ii) withdrawals in connection with a refunding of Insured Bonds.
- (c) Notice of any default known to the Trustee or the Authority within five Business Days after knowledge thereof.
- (d) Prior notice of the advance refunding or redemption of any of the Insured Bonds, including the principal amount, maturities and CUSIP numbers thereof.
- (e) Notice of the resignation or removal of the Trustee and the appointment of, and acceptance of duties by, any successor thereto.
- (f) Notice of the commencement of any proceeding by or against the Authority commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding").
- (g) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of or interest on the Insured Bonds.
- (h) A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Related Documents.
- (i) All reports, notices and correspondence to be delivered to Insured Bond Owners under the terms of the Related Documents and/or to the Authority pursuant to the CFD Bond Indentures.
- (j) The Bond Insurer shall have the right to receive such additional information as it may reasonably request.
- (k) The Authority will permit the Bond Insurer to discuss the affairs, finances and accounts of the Authority or any information the Bond Insurer may reasonably request regarding the security for the Insured Bonds with appropriate officers of the Authority and will use commercially reasonable efforts to enable the Bond Insurer to have access to the facilities, books and records of the Authority on any business day upon reasonable prior notice.
- (l) The Trustee shall notify the Bond Insurer of any failure of the Authority to provide notices, certificates and other information under the transaction documents
- (m) Notwithstanding satisfaction of the other conditions to the issuance of any Additional Bonds set forth in the Indenture, no such issuance may occur (1) if an Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) exists unless such default shall be cured upon such issuance and (2) unless the Reserve Fund

is fully funded at the Reserve Requirement (including the proposed issue) upon the issuance of such Additional Bonds, in either case unless otherwise permitted by the Bond Insurer.

- (n) In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under this Indenture would adversely affect the security for the Insured Bonds or the rights of the Bond Owners, the Trustee shall consider the effect of any such amendment, consent, waiver, action or inaction as if there were no Bond Insurance Policy.
- (o) No contract shall be entered into or any action taken by which the rights of the Bond Insurer or security for or sources of payment of the Insured Bonds may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Bond Insurer.

ARTICLE VII

MODIFICATION AND AMENDMENT OF THE INDENTURE

Section 7.1. Amendment Hereof. This Indenture and the rights and obligations of the Authority and of the Owners of the Bonds may, with prior written notice to each Rating Agency then providing a rating on the Bonds (if any) and with the prior written consent of the Bond Insurer, be modified or amended at any time by a Supplemental Indenture which shall become binding when the prior written consent of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding are filed with the Trustee. No such modification or amendment shall (a) extend the maturity of or reduce the interest rate on any Bond or otherwise alter or impair the obligation of the Authority to pay the principal, interest or redemption premiums at the time and place and at the rate and in the currency provided therein of any Bond without the express written consent of the Owner of such Bond, (b) reduce the percentage of Bonds required for the written consent to any such amendment or modification, or (c) without written consent of the Trustee, modify any of the rights or obligations of the Trustee.

This Indenture and the rights and obligations of the Authority and of the Owners of the Bonds may, with prior written notice to each Rating Agency then providing a rating on the Bonds (if any), also be modified or amended at any time by a Supplemental Indenture which shall become binding upon adoption, without consent of any Bond Owners but with the prior written consent of the Bond Insurer, to the extent permitted by law but only for any one or more of the following purposes

(a) to add to the covenants and agreements of the Authority contained in this Indenture, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or powers herein reserved to or conferred upon the Authority so long as such addition, limitation or surrender of such rights or powers shall not materially adversely affect the Owners of the Bonds; or

(b) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in any other respect whatsoever as the Authority may deem necessary or desirable, provided under any circumstances that such modifications or amendments shall not materially adversely affect the interests of the Owners of the Bonds; or

(c) to amend any provision relating to the Code as may be necessary or appropriate to assure compliance with the Code and the exclusion from gross income of interest on the Bonds; or

(d) to amend any provision to place any Additional Bonds on a parity with the Bonds for all purposes of this Indenture, including, but not limited to, for the purpose of exercising all rights and remedies hereunder; or

(e) to amend the provisions of Section 4.4.

At least 15 days in advance of the execution of any amendment to this Indenture, the Trustee shall mail notice of such amendment and a copy of the proposed text of such amendment to each Rating Agency then providing a rating on the Bonds (if any).

The Trustee may, as it deems appropriate in its sole discretion, obtain an opinion of Bond Counsel that any such Supplemental Indenture entered into by the Authority and the Trustee complies with the provisions of this Article VII and the Trustee may conclusively rely upon such opinion and shall be fully protected in relying thereon.

Section 7.2. Effect of Supplemental Indenture. From and after the time any Supplemental Indenture becomes effective pursuant to this Article VII, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners of Outstanding Bonds, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of this Indenture for any and all purposes.

Section 7.3. Endorsement or Replacement of Bonds After Amendment. After the effective date of any action taken as hereinabove provided, the Authority may determine that any affected Bonds shall bear a notation, by endorsement in form approved by the Authority, as to such action, and in that case upon demand of the Owner of any Bond Outstanding at such effective date and presentation of its Bond for that purpose at the Trust Office of the Trustee, a suitable notation as to such action shall be made on such Bond. If the Authority shall so determine, new Bonds so modified as, in the opinion of the Authority, shall be necessary to conform to such Bond Owners' action shall be prepared and executed, and in that case upon demand of the Owner of any Bond Outstanding at such effective date such new Bonds shall be exchanged at the Trust Office of the Trustee, without cost to each Bond Owner, for Bonds then Outstanding, upon surrender of such Outstanding Bonds.

Section 7.4. Amendment by Mutual Consent. The provisions of this Article VII shall not prevent any Bond Owner from accepting any amendment as to the particular Bond held by such Owner, provided that due notation thereof is made on such Bond and the Bond Insurer shall have consented thereto.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.1. Events of Default. The following events shall be Events of Default hereunder.

(a) Default in the due and punctual payment of the principal of any Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by proceedings for redemption, by declaration or otherwise.

(b) Default in the due and punctual payment of any installment of interest on any Bond when and as such interest installment shall become due and payable.

(c) Default by the Authority in the observance of any of the other covenants, agreements or conditions on its part in this Indenture or in the Bonds contained, if such default shall have continued for a period of sixty (60) days after written notice thereof, specifying such default and requiring the same to be remedied, shall have been given to the Authority by the Trustee or the Bond Insurer, or to the Authority and the Trustee by the Bond Insurer or the Owners of not less than twenty five percent (25%) in aggregate principal amount of the Bonds at the time Outstanding; provided that such default (other than a default arising from nonpayment of the Trustee's fees and expenses, which must be cured within such 60 day period unless waived by the Trustee) shall not constitute an Event of Default hereunder if the Authority shall commence to cure such default within said sixty (60) day period and thereafter diligently and in good faith shall cure such default within a reasonable period of time; or

(d) Default under either CFD Bond Indenture.

For purposes of determining whether any Event of Default has occurred under and as described in the preceding clauses (a) or (b), no effect shall be given to payments made by the Bond Insurer under the Bond Insurance Policy or the Reserve Policy.

Section 8.2. Remedies; Rights of Bond Owners. Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Outstanding Bonds, and to enforce any rights of the Trustee under or with respect to this Indenture. In the event of an Event of Default arising out of a nonpayment of Trustee's fees and expenses, the Trustee may sue the Authority to seek recovery of its fees and expenses; provided, however, that such recovery may be made only from Revenues.

If an Event of Default shall have occurred and be continuing and if requested to do so by the Owners of at least twenty five percent (25%) in aggregate principal amount of Outstanding Bonds, and, in each case, if indemnified as provided in Section 6.2(I), the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article VIII and, as applicable, under the CFD Bonds, as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bond Owners.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bond Owners) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bond Owners hereunder or now or hereafter existing at law or in equity.

No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein; such right or power may be exercised from time to time as often as may be deemed expedient.

Section 8.3. Application of Revenues and Other Funds After Event of Default. All amounts received by the Trustee with respect to the Bonds pursuant to any right given or action taken by the Trustee under the provisions of this Indenture relating to the Bonds shall be applied by the Trustee in the following order upon presentation of the several Bonds, and the stamping thereon of the amount of the payment if only partially paid, or upon the surrender thereof if fully paid –

First, to the payment of the fees, costs and expenses of the Trustee in declaring such Event of Default and in carrying out the provisions of this Article VIII, including reasonable compensation to its agents, attorneys and counsel (including outside counsel and the allocated costs of internal attorneys), and to the payment of all other outstanding fees and expenses of the Trustee; and

Second, to the payment of the whole amount of interest on and principal of the Bonds then due and unpaid, with interest on overdue installments of principal and interest to the extent permitted by law at the net effective rate of interest then borne by the Outstanding Bonds; provided, however, that in the event such amounts shall be insufficient to pay in full the full amount of such interest and principal, then such amounts shall be applied in the following order of priority.

(a) to the payment of all installments of interest on the Bonds then due and unpaid, then

(b) to the payment of all installments of principal of the Bonds then due and unpaid, then

(c) to the payment of interest on overdue installments of principal and interest on Bonds, and

Third, to the payment of any amounts owed to the Bond Insurer hereunder.

Section 8.4. Power of Trustee to Control Proceedings. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Bond Insurer or the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, it may, in the exercise of its discretion for the best interests of the Owners of the Bonds, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not, unless there no longer continues an Event of Default, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if there has been filed with it a written request signed by the Owners of a majority in aggregate principal amount of the Outstanding Bonds hereunder opposing such discontinuance, withdrawal, compromise, settlement or other such litigation and provided further that the Trustee shall have the right to decline to comply with such written request unless indemnification satisfactory to it has been provided. Any suit, action or proceeding which any Owner of Bonds shall have the right to bring

to enforce any right or remedy hereunder may be brought by the Trustee for the equal benefit and protection of all Owners of Bonds similarly situated and the Trustee is hereby appointed (and the successive respective Owners of the Bonds issued hereunder, by taking and holding the same, shall be conclusively deemed so to have appointed it) the true and lawful attorney in fact of the respective Owners of the Bonds for the purposes of bringing any such suit, action or proceeding and to do and perform any and all acts and things for and on behalf of the respective Owners of the Bonds as a class or classes, as may be necessary or advisable in the opinion of the Trustee as such attorney in fact.

Section 8.5. Appointment of Receivers. Upon the occurrence of an Event of Default hereunder, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bond Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Revenues and other amounts pledged hereunder, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 8.6. Non Waiver. Nothing in this Article VIII or in any other provision of this Indenture, or in the Bonds, shall affect or impair the obligation of the Authority, which is absolute and unconditional, to pay the interest on and principal of the Bonds to the respective Owners of the Bonds at the respective dates of maturity, as herein provided, out of the Revenues and other moneys herein pledged for such payment.

A waiver of any default or breach of duty or contract by the Trustee or any Bond Owners shall not affect any subsequent default or breach of duty or contract, or impair any rights or remedies on any such subsequent default or breach. No delay or omission of the Trustee or any Owner of any of the Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy conferred upon the Trustee or Bond Owners by the Refunding Bond Law or by this Article VIII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Trustee or the Bond Owners, as the case may be.

A waiver of any default by the Bond Insurer or by any Owner of Insured Bonds shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of the Bond Insurer or of any Owner of Insured Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Bond Insurer and upon the Owners of Insured Bonds or by this Article VIII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Bond Insurer and the Owners of the Insured Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy is abandoned or determined adversely to the Bond Insurer or the Owners, the Authority, the Bond Insurer and the Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

Section 8.7. Rights and Remedies of Bond Owners. No Owner of any Bond issued hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Indenture, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default; (b) the Owners of a majority in aggregate principal amount of all the Bonds then Outstanding shall have made written

request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Owners shall have tendered to the Trustee indemnity reasonably acceptable to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Bonds of any remedy hereunder; it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatever by his or their action to enforce any right under this Indenture, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of this Indenture shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding.

The right of any Owner of any Bond to receive payment of the principal of and interest and premium (if any) on such Bond as herein provided or to institute suit for the enforcement of any such payment, shall not be impaired or affected without the written consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision of this Indenture.

Section 8.8. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case, the Authority, the Trustee and the Bond Owners shall be restored to their former positions and rights hereunder, respectively, with regard to the property subject to this Indenture, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 8.9. Rights of the Bond Insurer. [[Anything in this Indenture to the contrary notwithstanding, upon the occurrence and continuation of an Event of Default, the Bond Insurer is entitled to control and direct the enforcement of all rights and remedies granted hereunder to the Insured Bond Owners, or to the Trustee for the benefit of the Insured Bond Owners, including but not limited to rights and remedies granted under Section 8.2 and including but not limited to the right to approve all waivers of any Events of Default. The rights granted to the Bond Insurer hereunder shall be deemed terminated and may not be exercisable by the Bond Insurer during any period during which the Bond Insurer is in default under the Bond Insurance Policy or the Reserve Policy.]]

ARTICLE IX

MISCELLANEOUS

Section 9.1. Limited Liability of Authority. Notwithstanding anything in this Indenture contained, the Authority shall not be required to advance any moneys derived from any source of income other than the Revenues for the payment of the principal of or interest on the Bonds, or any premiums upon the redemption thereof, or for the performance of any covenants herein contained (except to the extent any such covenants are expressly payable hereunder from the Revenues). The Authority may, however, advance funds for any such purpose, provided that such funds are derived from a source legally available for such purpose and may be used by the Authority for such purpose without incurring indebtedness.

The Bonds shall be revenue bonds, payable exclusively from the Revenues and other funds as in this Indenture provided. The general fund of the Authority is not liable, and the credit of the Authority is not pledged, for the payment of the interest and premium (if any) on or principal of the Bonds. The Owners of the Bonds shall never have the right to compel the forfeiture of any property of the Authority. The principal of and interest on the Bonds, respectively, and any premiums upon the redemption of any thereof, shall not be a legal or equitable pledge, charge, lien or encumbrance upon any property of the Authority or upon any of its income, receipts or revenues except the Revenues and other funds pledged to the payment thereof as in this Indenture provided.

Section 9.2. Benefits of Indenture Limited to Parties. Nothing in this Indenture, expressed or implied, is intended to give to any person other than the Authority, the Trustee, the Bond Insurer and the Owners of the Bonds, any right, remedy or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture contained by and on behalf of the Authority shall be for the sole and exclusive benefit of the Trustee, the Bond Insurer and the Owners of the Bonds.

Section 9.3. Discharge of Indenture. If the Authority shall pay and discharge any or all of the Outstanding Bonds in any one or more of the following ways:

- (a) by well and truly paying or causing to be paid the principal of and interest and premium (if any) on such Bonds, as and when the same become due and payable;
- (b) by irrevocably depositing with the Trustee, in trust, at or before maturity, money which, together with the available amounts then on deposit in the funds and accounts established with the Trustee pursuant to this Indenture and available for such purpose, is fully sufficient to pay such Bonds, including all principal, interest and redemption premiums; or
- (c) by irrevocably depositing with the Trustee or any other fiduciary, in trust, Federal Securities in such amount as an Independent Accountant determines shall, together with the interest to accrue thereon and available moneys then on deposit in the funds and accounts established with the Trustee pursuant to this Indenture and available for such purpose, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates;

then any such Outstanding Bond or Bonds shall be deemed to have been paid and discharged; provided, however, that any such Outstanding Bond or Bonds shall be deemed to have been paid under paragraph (c) above only if (i) in the case of Bonds to be redeemed prior to the maturity thereof, notice of such redemption shall have been mailed pursuant to Section 2.2(d) or provision satisfactory to the Trustee shall have been made for the mailing of such notice, (ii) a verification report of an Independent Accountant shall be delivered to the Trustee and the Bond Insurer, and (iii) an opinion of Bond Counsel shall be delivered to the Trustee in the case of a defeasance of Bonds, to the effect that the requirements of this Indenture have been satisfied with respect to such discharge of such Bonds. Upon a discharge of one or more Bonds as described above, and notwithstanding that any of such Bonds shall not have been surrendered for payment, the pledge of the Revenues, and other funds provided for in this Indenture with respect to such Bonds, and all other pecuniary obligations of the Authority under this Indenture with respect to such Bonds, as applicable, shall cease and terminate, except only the obligation of the Authority to comply with the covenants contained in Sections 5.7 and 6.12, to pay or cause to be paid to the Owners of such Bonds not so surrendered and paid all sums due thereon from amounts set aside for such purpose, to pay all expenses and costs of the Trustee and to comply with the covenants contained in Section 5.7. Any funds thereafter held by the Trustee, which are not required for said purposes, shall be paid over to the Authority or upon a Request of the Authority to the City.

Defeasance shall be accomplished only with an irrevocable deposit in escrow of certain investments referred to in this section. The deposit in the escrow must be sufficient, without reinvestment, to pay all principal and interest as scheduled on the Bonds to and including the date of redemption. Any security used for defeasance must provide for the timely payment of principal and interest and cannot be callable or prepayable prior to maturity or earlier redemption of the rated debt (excluding securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date).

Notwithstanding the foregoing provisions of this Section, in the event that the principal, interest and premium (if any) on the Insured Bonds are paid by the Bond Insurer under the Bond Insurance Policy, the obligations of the Trustee and the Authority shall continue in full force and effect and the Bond Insurer shall be fully subrogated to the rights of all Owners of the Insured Bonds so paid. In addition, the obligations of the Trustee and the Authority hereunder shall continue in full force and effect, and shall not be terminated, until such time as the Authority shall have paid all amounts (if any) as shall be due and owing to the Bond Insurer under the Bond Insurance Policy; and the Trustee shall not distribute any funds to the Authority under the preceding paragraph unless the Authority shall have certified to the Trustee that there are no obligations then due and owing by the Authority to the Bond Insurer under the Bond Insurance Policy.

This Indenture shall not be discharged unless all amounts due or to become due to the Bond Insurer have been paid in full or duly provided for.

Section 9.4. Successor is Deemed Included in All References to Predecessor. Whenever in this Indenture or any Supplemental Indenture either the Authority is named or referred to, such reference shall be deemed to include the successor to the powers, duties and functions, with respect to the management, administration and control of the affairs of the Authority, that are presently vested in the Authority, and all the covenants, agreements and provisions contained in this Indenture by or on behalf of the Authority shall bind and inure to the benefit of its successors whether so expressed or not.

Section 9.5. Content of Certificates. Every certificate by or on behalf of the Authority with respect to compliance with a condition or covenant provided for in this Indenture shall include (a) a statement that the person or persons making or giving such certificate have read such covenant or condition and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate are based; (c) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such covenant or condition has been complied with; and (d) a statement as to whether, in the opinion of the signers, such condition or covenant has been complied with.

Any such certificate made or given by an officer of the Authority may be based, insofar as it relates to legal matters, upon a certificate or opinion of or representations by counsel, unless such officer knows that the certificate or opinion or representations with respect to the matters upon which his certificate may be based, as aforesaid, are erroneous, or in the exercise of reasonable care should have known that the same were erroneous. Any such certificate or opinion or representation made or given by counsel may be based, insofar as it relates to factual matters, on information with respect to which is in the possession of the Authority, or upon the certificate or opinion of or representations by an officer or officers of the Authority, unless such counsel knows that the certificate or opinion or representations with respect to the matters upon which his certificate, opinion or representation may be based, as aforesaid, are erroneous, or in the exercise of reasonable care should have known that the same were erroneous.

Section 9.6. Execution of Documents by Bond Owners. Any request, consent or other instrument required by this Indenture to be signed and executed by Bond Owners may be in any number of concurrent writings of substantially similar tenor and may be signed or executed by such Bond Owners in person or by agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent, shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee and of the Authority if made in the manner provided in this Section 9.6.

The fact and date of the execution by any person of any such request, consent or other instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgements of deeds, certifying that the person signing such request, consent or other instrument or writing acknowledged to him the execution thereof.

The ownership of Bonds shall be conclusively proved by the Bond Register. Any request, consent or vote of the Owner of any Bond shall bind every future Owner of the same Bond and the Owner of any Bond issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Authority in pursuance of such request, consent or vote. In lieu of obtaining any demand, request, direction, consent or waiver in writing, the Trustee may call and hold a meeting of the Bond Owners upon such notice and in accordance with such rules and obligation as the Trustee considers fair and reasonable for the purpose of obtaining any such action.

Section 9.7. Disqualified Bonds. In determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are owned or held by or for the account of the Authority or the City (but excluding Bonds held in any employees' or retirement fund) shall

be disregarded and deemed not to be Outstanding for the purpose of any such determination, provided, however, that for the purpose of determining whether the Trustee shall be protected in relying on any such demand, request, direction, consent or waiver, only Bonds which the Trustee knows to be so owned or held shall be disregarded. Upon request, the Authority and the City shall specify to the Trustee those Bonds disqualified pursuant to this Section 9.7.

Section 9.8. Waiver of Personal Liability. No officer, agent or employee of the Authority shall be individually or personally liable for the payment of the interest on or principal of the Bonds; but nothing herein contained shall relieve any such officer, agent or employee from the performance of any official duty provided by law.

Section 9.9. Partial Invalidity. If any one or more of the covenants or agreements, or portions thereof, provided in this Indenture on the part of the Authority (or of the Trustee) to be performed should be contrary to law, then such covenant or covenants, such agreement or agreements, or such portions thereof, shall be null and void and shall be deemed separable from the remaining covenants and agreements or portions thereof and shall in no way affect the validity of this Indenture or of the Bonds; but the Bond Owners shall retain all rights and benefits accorded to them under the Refunding Bond Law or any other applicable provisions of law. The Authority hereby declares that it would have entered into this Indenture and each and every other section, paragraph, subdivision, sentence, clause and phrase and would have authorized the issuance of the Bonds pursuant hereto irrespective of the fact that any or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Indenture or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 9.10. Destruction of Cancelled Bonds. Whenever in this Indenture provision is made for the surrender to the Authority or the Trustee of any Bonds which have been paid or cancelled pursuant to the provisions of this Indenture, the Trustee shall destroy such Bonds in accordance with the retention policy of the Trustee then in effect.

Section 9.11. Funds and Accounts. Any fund or account required by this Indenture to be established and maintained by the Authority or the Trustee may be established and maintained in the accounting records of the Authority or the Trustee, as the case may be, either as a fund or an account, and may, for the purpose of such records, any audits thereof and any reports or statements with respect thereto, be treated either as a fund or as an account. All such records with respect to all such funds and accounts held by the Authority shall at all times be maintained in accordance with generally accepted accounting principles and all such records with respect to all such funds and accounts held by the Trustee shall be at all times maintained in accordance with corporate trust industry practices; in each case with due regard for the protection of the security of the Bonds and the rights of every Owner thereof.

Section 9.12. Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed as follows:

If to the Authority:

Roseville Finance Authority
c/o City of Roseville
311 Vernon Street
Roseville, California 95678
Attention: Treasurer

If to the Trustee:

The Bank of New York Mellon Trust Company, N.A.
400 South Hope Street, Suite 500
Los Angeles, California 90071
Attention: Corporate Trust Department
Fax: (213) 630-6285

If to the Bond Insurer:

Attention: _____
Re: Policy No. _____
Fax: _____

The Authority, Bond Insurer and the Trustee may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

So long as the Bond Insurance Policy remains in effect, the Trustee shall furnish to the Bond Insurer a copy of any notice required to be given hereunder to the Insured Bond Owners and any certification required to be given hereunder relating to the security for the Insured Bonds. In each case in which notice or other communication refers to an Event of Default, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel of the Bond Insurer and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

Section 9.13. Unclaimed Moneys. Anything in this Indenture to the contrary notwithstanding, any moneys held by the Trustee in trust for the payment and discharge of any of the Bonds which remain unclaimed for two (2) years after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee at such date, or for two (2) years after the date of deposit of such moneys if deposited with the Trustee after said date when such Bonds become due and payable, shall be repaid by the Trustee to the Authority, as its absolute property and free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Bond Owners shall look only to the Authority for the payment of such Bonds; provided, however, that before being required to make such payment to the Authority, the Trustee shall, at the expense of Authority, cause to be mailed to the Owners of all such Bonds, at their respective addresses appearing on the Bond Register, a notice that said moneys remain unclaimed and that, after a date in said notice, which date shall not be fewer than thirty (30) days after the date of mailing such notice, the balance of such moneys then unclaimed shall be returned to the Authority.

Section 9.14. Payment Due on Other than a Business Day. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in the Indenture, is not a Business Day, such payment, with no interest accruing for the period after such nominal date, may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Indenture.

Section 9.15. Third-Party Beneficiary. The Bond Insurer shall be deemed to be a third-party beneficiary of this Indenture, with all rights of a third-party beneficiary.

IN WITNESS WHEREOF, the Authority has caused this Indenture to be executed by the Executive Director of the Authority, attested by its Secretary, and the Trustee has caused this Indenture to be executed by one of its corporate trust officers, all as of the day and year first above written.

ROSEVILLE FINANCE AUTHORITY

By: _____
ROB JENSEN
Executive Director

ATTEST:

By: _____
SONIA OROZCO
Authority Secretary

APPROVED AS TO FORM:

By: _____
ROBERT R. SCHMITT
Authority Counsel

APPROVED AS TO SUBSTANCE:

By: _____
JAY PANZICA
Authority Treasurer

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee**

By: _____
Authorized Officer

EXHIBIT A
FORM OF BOND

No. _____ \$ _____

ROSEVILLE FINANCE AUTHORITY
SPECIAL TAX REVENUE REFUNDING BOND, SERIES 2017A

INTEREST RATE: MATURITY DATE: DATED DATE: CUSIP:
% September 1, _____, 2017 77781P _____

REGISTERED OWNER: CEDE & CO

PRINCIPAL AMOUNT: AND NO/100 DOLLARS

The ROSEVILLE FINANCE AUTHORITY, a joint powers authority organized and existing under the laws of the State of California (the "Authority"), for value received, hereby promises to pay (but only out of the Revenues and other funds hereinafter referred to) to the Registered Owner identified above or registered assigns (the "Registered Owner"), on the Maturity Date identified above (subject to any right of prior redemption hereinafter mentioned), the Principal Amount identified above in lawful money of the United States of America; and to pay interest thereon at the Interest Rate identified above in like money from the Interest Payment Date (as hereinafter defined) next preceding the date of authentication of this Bond (unless this Bond is authenticated on or before an Interest Payment Date and after the fifteenth calendar day of the month preceding the month in which such Interest Payment Date occurs, in which event it shall bear interest from such Interest Payment Date, or unless this Bond is authenticated on or prior to August 15, 2017, in which event it shall bear interest from the Dated Date identified above; provided, however, that if, at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the Interest Payment Date to which interest hereon has previously been paid or made available for payment), payable semiannually on March 1 and September 1 in each year, commencing September 1, 2017 (each, an "Interest Payment Date") until the Maturity Date stated above or date of redemption of this Bond.

The Principal Amount hereof is payable upon presentation and surrender hereof at the Trust Office (as defined in the Indenture) of The Bank of New York Mellon Trust Company, N.A. (the "Trustee"). Interest hereon is payable by check of the Trustee mailed by first class mail, postage prepaid, on each Interest Payment Date to the Registered Owner hereof at the address of the Registered Owner as it appears on the registration books of the Trustee as of the fifteenth calendar day of the month preceding the month in which such Interest Payment Date occurs; provided, however, that payment of interest may be made by wire transfer to an account in the United States of America to any registered owner of Bonds in the aggregate principal amount of \$1,000,000 or more upon written instructions of any such registered owner filed with the Trustee for that purpose as of the close of business on the fifteenth calendar day of the month preceding the month in which such Interest Payment Date occurs.

This Bond is a limited obligation of the Authority, payable solely from the Revenues and funds pledged under the Indenture (as defined herein). This Bond is not a debt of the City of Roseville (the "City") or the State of California or any of its political subdivisions (except the Authority and only to the extent set forth in the Indenture), and none of said City, said State or any of its political subdivisions is liable hereon. The Authority has no taxing power.

This Bond is one of a duly authorized series of bonds of the Authority designated the "Roseville Finance Authority Special Tax Revenue Refunding Bonds, Series 2017A" (the "Bonds"), limited in principal amount to \$_____, secured by an Indenture of Trust dated as of June 1, 2017 (the "Indenture"), by and between the Authority and the Trustee. Reference is hereby made to the Indenture and all indentures supplemental thereto for a description of the rights thereunder of the owners of the Bonds, of the nature and extent of the Revenues (as that term is defined in the Indenture), of the rights, duties and immunities of the Trustee and of the rights and obligations of the Authority thereunder; and all of the terms of this Indenture are hereby incorporated herein and constitute a contract between the Authority and the Registered Owner, and to all of the provisions of which Indenture the Registered Owner, by acceptance, assents and agrees. The Revenues generally consist of amounts received by the Authority from special tax refunding bonds owned by the Authority and issued by the City for and on behalf of the following community facilities districts (collectively, the "CFDs"): City of Roseville Stoneridge Parcel 1 Community Facility District No. 1, City of Roseville Stoneridge West Community Facilities District No. 1, City of Roseville Stoneridge East Community Facilities District No. 1, and City of Roseville Crocker Ranch Community Facilities District No. 1.

The Bonds are authorized to be issued pursuant to the provisions of Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53570 of said Code) (the "Refunding Bond Law"). The Bonds are limited obligations of the Authority and, as and to the extent set forth in the Indenture, are payable solely from and secured by a first lien on and pledge of the Revenues and certain other funds held by the Trustee as provided in the Indenture. The Revenues and such other funds constitute a trust fund for the security and payment of the principal of and interest on the Bonds, except to the extent otherwise provided in the Indenture. The full faith and credit of the Authority is not pledged to the payment of the principal of or interest or redemption premiums (if any) on the Bonds. The Bonds are not secured by a legal or equitable pledge of, or charge, lien or encumbrance upon, any of the property of the Authority or any of its income or receipts, except the Revenues and such other funds as provided in the Indenture.

No Optional Redemption. The Bonds are not subject to redemption prior to maturity at the option of the Authority.

Mandatory Special Redemption. Mandatory Special Redemption. The Bonds shall be subject to mandatory redemption from prepayments of the Special Tax by property owners within the CFDs, in whole or in part among maturities as shall be specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the 2017 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
Interest Payment Dates through September 1, 2022	103%
March 1, 2023 through September 1, 2024	102
March 1, 2025 through September 1, 2026	101
March 1, 2027 and Interest Payment Dates thereafter	100

The Authority shall deliver to the Trustee a certificate of an Independent Financial Consultant verifying that, following such prepayment of certain obligations of the City (the “CFD Bonds”) and mandatory special redemption of the Bonds, the principal and interest generated from the remaining CFD Bonds is adequate to make the timely payment of principal and interest due on the Bonds that shall remain Outstanding following such redemption.

The Trustee on behalf and at the expense of the Authority shall mail by first class mail, postage prepaid, notice of any redemption to the respective owners of any Bonds designated for redemption, at their respective addresses appearing on the registration books maintained by the Trustee and to the Securities Depositories and to the Municipal Securities Rulemaking Board (as such terms are defined in the Indenture), at least thirty (30) but not more than sixty (60) days prior to the redemption date; provided, however, that neither failure to receive any such notice so mailed nor any defect therein shall affect the validity of the proceedings for the redemption of such Bonds or the cessation of the accrual of interest thereon.

If this Bond is called for redemption and payment is duly provided therefor as specified in the Indenture, interest shall cease to accrue hereon from and after the date fixed for redemption.

The Bonds are issuable as fully registered Bonds without coupons in denominations of \$5,000 or any integral multiple thereof. Subject to the limitations and upon payment of the charges, if any, provided in the Indenture, fully registered Bonds may be exchanged at the Trust Office of the Trustee for a like aggregate principal amount and maturity of fully registered Bonds of other authorized denominations.

This Bond is transferable by the Registered Owner, in person or by its attorney duly authorized in writing, at the Trust Office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer a new fully registered Bond or Bonds, of authorized denomination or denominations, for the same aggregate principal amount shall be issued to the transferee in exchange herefor. The Trustee shall not be required to register the transfer or exchange of any Bond (i) during 15 days prior to selection of Bonds for redemption, or (ii) selected for redemption.

The Authority and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the Authority and the Trustee shall not be affected by any notice to the contrary. The Indenture and the rights and obligations of the Authority and of the owners of the Bonds and of the Trustee may be modified or amended from time to time and at any time in the manner, to the extent, and upon the terms provided in the Indenture; provided that no such modification or amendment shall (a) extend the maturity of or reduce the interest rate on any Bond or otherwise alter or impair the obligation of the Authority to pay the principal, interest or redemption premiums at the time and place and at the rate and in the currency provided therein of any Bond without the express written consent of the owner of such Bond, (b) reduce the percentage of Bonds required for the written consent to any such amendment or

modification, or (c) without its written consent thereto, modify any of the rights or obligations of the Trustee, all as more fully set forth in the Indenture.

It is hereby certified by the Authority that all things, conditions and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and by the Refunding Bond Law, and that the amount of this Bond, together with all other indebtedness of the Authority, does not exceed any limit prescribed by the Constitution or statutes of the State of California or by the Refunding Bond Law.

This Bond shall not be entitled to any benefit under the Indenture, or become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been signed by the Trustee. Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC") to the Trustee for registration of transfer, exchange or payment, and any Bond executed and delivered is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the ROSEVILLE FINANCE AUTHORITY has caused this Bond to be executed in its name and on its behalf by the facsimile signature of its Chairperson and attested by the facsimile signature of its Secretary, all as of the date set forth above.

ROSEVILLE FINANCE AUTHORITY

By: _____
Chairperson

Attest:

Secretary

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Indenture.

Date: _____, 2017

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee**

By: _____
Authorized Signatory

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto

whose tax identification number is _____,
the within mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s)

attorney to transfer the same on the books of the Trustee with full power of substitution in the premises.

Dated: _____

Signature guaranteed:

NOTE: Signature(s) must be guaranteed by an eligible guarantor institution

NOTE: The signatures(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever

STATEMENT OF INSURANCE

[To Come, once insurer selected.]

FINANCE AUTHORITY OF THE CITY OF ROSEVILLE

RESOLUTION NO. 3-17

**AUTHORIZING THE ISSUANCE AND SALE OF ITS SPECIAL TAX
REVENUE REFUNDING BONDS AND APPROVING RELATED
AGREEMENTS AND ACTIONS**

WHEREAS, the Roseville Finance Authority (the "Authority") is a joint exercise of powers authority duly organized and existing under the provisions of Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"), and is authorized pursuant to Article 4 of the Act (the "Bond Law") to borrow money for the purpose of financing the acquisition of bonds, notes and other obligations and for financing and refinancing public capital improvements of member entities of the Authority and other local agencies; and

WHEREAS, the Authority has previously issued its Special Tax Revenue Refunding Bonds, 2007 Series A (Senior Lien Bonds) in the aggregate original principal amount of \$44,075,000 and its Special Tax Revenue Refunding Bonds, 2007, Series B (Junior Lien Bonds) in the aggregate original principal amount of \$10,350,000 (collectively, the "2007 Bonds"), pursuant to the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 (commencing with Section 6584) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, and pursuant to an Indenture of Trust dated as of May 1, 2007 (the "2007 Indenture"), by and between the Authority and The Bank of New York Trust Company, N.A., as trustee; and

WHEREAS, the City Council of the City of Roseville (the "City") has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing with Section 53311) of the California Government Code (the "Mello-Roos Act"), to form Stoneridge Parcel 1 Community Facilities District No. 1, Stoneridge West Community Facilities District No. 1, Stoneridge East Community Facilities District No. 1 and Crocker Ranch Community Facilities District No. 1 (together, the "CFDs"), to authorize the levy of special taxes upon the land within the CFDs, and to issue bonds secured by said special taxes of each respective CFD; and

WHEREAS, the 2007 Bonds maturing on and after September 1, 2018 are subject to optional redemption by the Authority on September 1, 2017, as a whole or in part, at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest to the redemption date, without premium; and

WHEREAS, the Authority has determined that interest cost savings can be achieved by refunding the 2007 Bonds and that it is in the best financial interests of the Authority to refinance all or a portion of the 2007 Bonds; and to that end, the Authority has determined to issue its Special Tax Revenue Refunding Bonds, Series 2017A (the "Bonds") pursuant to the Bond Law; and

WHEREAS, the City wishes to sell the 2017 Bonds to RBC Capital Markets LLC, as underwriter; and

WHEREAS, for the purpose of facilitating the refinancing of the 2007 Bonds, the Authority has determined to issue its Special Tax Revenue Refunding Bonds, Series 2017A (the "Bonds") pursuant to the Bond Law; and

WHEREAS, for the proposed refinancing, there has been filed with the Secretary of the Board of Directors of the Authority (the "Board") the forms of the following documents to be executed by the Authority with respect to the issuance of the Bonds, which the Board desires to approve for execution as described herein (together, the "Financing Documents"):

- (1) The Indenture of Trust (the "Indenture"), between the Authority and The Bank of New York Trust Company, N.A., as trustee (the "Trustee");
- (2) The Preliminary Official Statement for the Bonds (the "Preliminary Official Statement");
- (3) The Bond Purchase Agreement relating to the sale of the Bonds to RBC Capital Markets, LLC (the "Underwriter") to be dated the date of sale, between the Authority and the Underwriter (the "Bond Purchase Agreement"); and
- (4) The Escrow Agreement relating to the redemption of the 2017 Bonds among the Authority, and The Bank of New York Mellon Trust Company, N.A., as escrow agent.

WHEREAS, the Authority has determined and hereby finds that the issuance of the Bonds will result in significant public benefits of the type described in Section 6586 of the Bond Law;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Roseville Finance Authority as follows:

Section 1. Recitals. Each of the above recitals is true and correct and is adopted by the Board.

Section 2. Bond Issuance. The Bonds shall be issued in an aggregate principal amount not to exceed \$35,000,000 with the number of series, the exact principal amount, the interest rates and the maturity to be determined by the sale of the Bonds as described in Section 4 below. The Bonds shall be executed on behalf of the Authority by the manual or facsimile signature of the Executive Director, President, Vice President or Treasurer or such other person or persons as either of them may designate (each, an "Authorized Officer"), and the seal of the Authority, or a facsimile thereof, may be impressed or imprinted thereon and attested with the manual or facsimile signature of the Secretary of the Authority.

Section 3. Trustee. The Bank of New York Mellon Trust Company, N.A. is hereby appointed to act as the trustee for the Bonds under the Indenture. If an Authorized Officer determines at any time while the Bonds are outstanding that another bank should be selected to act as trustee for the Bonds, in order to ensure the efficient administration of the Bonds, then such Authorized Officer, or a designee, is hereby authorized and directed to select and engage a bank or trust company meeting the requirements set forth in the Indenture to act as the trustee for the Bonds under the terms of the Indenture.

Section 4. Sale of the Bonds. The Board hereby approves the sale of the Bonds by negotiation with the Underwriter pursuant to the Bond Purchase Agreement. The form of the Bond Purchase Agreement presented at this meeting is hereby approved and each of the Authorized Officers is hereby authorized to execute the Bond Purchase Agreement in the form so approved, with such additions thereto and changes therein as are necessary to conform the Bond Purchase Agreement to the dates, amounts and interest rates applicable to the Bonds as of the sale date or to cure any defect or ambiguity therein. Approval of such additions and changes shall be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement by one or more of such officers. The Bond Purchase Agreement shall be executed in the name and on behalf of the Authority by an Authorized Officer upon submission of a proposal by the Underwriter to purchase the Bonds, which offer is consistent with the following requirements: the amount of Underwriter's discount shall be not more than 0.70% of the par amount thereof (not taking into account any original issue discount on the sale thereof), the true interest cost shall not be in excess of 4% and the aggregate principal amount of the Bonds shall not be in excess of \$35,000,000.

Section 5. Municipal Bond Insurance. The Authorized Officers, and their designees are hereby authorized to (i) solicit bids for a municipal bond insurance policy and/or reserve fund surety bond for all or a portion of the Bonds, (ii) to negotiate the terms of such policy, (iii) to finalize the form of such policy with a municipal bond insurer, and (iv) if it is determined that the policy will result in interest rate savings on the Bonds which exceed the cost of the premium for the policy or policies, or will otherwise benefit the City, to pay the insurance premium of for policy or policies from the proceeds of the Bonds. In the event that a municipal bond insurance commitment is received which does not insure all of the Bonds, then the Authorized Officers are authorized to cause all documents relating to the Bonds to permit the issuance of the Bonds in two or more series as needed.

Section 6. Financing Documents. The Bonds shall be issued under the terms of the Indenture, the form of which is on file with the Secretary of the Board. The Board hereby approves the Indenture and other Financing Documents in substantially the forms on file with the Secretary, together with any changes therein or additions thereto approved by, and the execution thereof by an Authorized Officer shall be conclusive evidence of such approval of any such changes or additions. The Board hereby authorizes and directs an Authorized Officer to execute, and the Secretary to attest and affix the seal of the Authority to, the final forms of the Financing Documents for and in the name of the Authority. The Board hereby authorizes the delivery and performance of the Financing Documents.

Section 7. Official Statement. The form of the Preliminary Official Statement presented at this meeting is hereby approved and the Underwriter is hereby authorized to distribute the Preliminary Official Statement to prospective purchasers of the Bonds in the form hereby approved, together with such additions thereto and changes therein as are determined necessary by the Treasurer of the Authority, or his written designee, to make such Preliminary Official Statement final as of its date for purposes of Rule 15c2-12 of the Securities and Exchange Commission, including, but not limited to, such additions and changes as are necessary to incorporate the terms of any municipal bond insurance for the Bonds and make the information therein accurate and not misleading. Each Authorized Officer is hereby authorized to execute a final Official Statement in the form of the Preliminary Official Statement, together with such changes as are determined necessary by the Treasurer of the Authority, or his written designee, to make such Official Statement complete and accurate as of its date. The Underwriter is further authorized to distribute the final Official Statement for the Bonds and any

supplement thereto to the purchasers thereof upon its execution on behalf of the Authority as described above.

Section 8. Official Actions. Each Authorized Officer and any and all other officers of the Authority are hereby authorized and directed, for and in the name and on behalf of the Authority, to do any and all things and take any and all actions, including execution and delivery of the Financing Documents, any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the issuance and sale of the Bonds and any of the other transactions contemplated by the documents approved pursuant to this Resolution. Whenever in this Resolution any officer of the Authority is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer shall be absent or unavailable.

Section 9. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

I hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Directors of the Roseville Finance Authority at a regular meeting held on the ____ day of _____, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chair

ATTEST:

Secretary

ESCROW AGREEMENT

This ESCROW AGREEMENT (this "Agreement") is made and entered into as of June 1, 2017, by and between the ROSEVILLE FINANCE AUTHORITY, a joint powers authority organized and existing under the laws of the State of California (the "Authority"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized and existing under the laws of the United States of America, acting as escrow bank hereunder (the "Escrow Bank") and as 2007 Trustee (as defined herein).

B A C K G R O U N D:

WHEREAS, the Authority has previously issued its Revenue Bonds, 2007 Series A (Senior Lien Bonds) in the aggregate original principal amount of \$44,075,000 and its Revenue Bonds, 2007 Series B (Junior Lien Bonds) in the aggregate original principal amount of \$10,350,000 (collectively, the "2007 Bonds"), pursuant to the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 (commencing with Section 6584) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, and pursuant to an Indenture of Trust dated as of May 1, 2007 (the "2007 Indenture"), by and between the Authority and The Bank of New York Trust Company, N.A., as trustee; and

WHEREAS, the 2007 Bonds are secured by a pledge of and lien on the Revenues and the Subordinated Revenues (as such terms are defined in the 2007 Indenture) consisting primarily of amounts received from the ownership by the Authority of the following special tax bonds (collectively, the "CFD Bonds"):

- (a) \$2,025,000 original principal amount of Stoneridge Parcel 1 Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2007;
- (b) \$13,530,000 original principal amount of Stoneridge West Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2007;
- (c) \$17,285,000 original principal amount of Stoneridge East Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2007; and
- (d) \$20,435,000 original principal amount of Crocker Ranch Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2007; and

WHEREAS, the 2007 Bonds maturing on or after September 1, 2018 are subject to optional redemption by the Authority on any Interest Payment Date on or after September 1, 2017, as a whole or in part, at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest to the redemption date, without premium; and

WHEREAS, in order to provide funds to refinance the 2007 Bonds and thereby realize interest rate savings to the Authority, the Board of Directors of the Authority has determined to authorize the issuance and sale of its Special Tax Revenue Refunding Bonds, Series 2017A (the "2017 Bonds"), which shall be secured by a pledge of and lien on the revenues and other amounts described in the Indenture, dated as of June 1, 2017 (the "Indenture"), by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee thereunder (the "2017 Trustee"); and

WHEREAS, the Refunding Bonds are authorized to be issued under the provisions of Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53570 of said Code (the "Refunding Bond Law").

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and covenants herein contained and for other valuable consideration, the parties hereto do hereby agree as follows:

Section 1. Appointment of Escrow Bank. The Authority hereby appoints the Escrow Bank as escrow bank for all purposes of this Agreement and in accordance with the terms and provisions of this Agreement, and the Escrow Bank hereby accepts such appointment.

Section 2. Establishment of Escrow Fund. There is hereby created the Escrow Fund to be held by the Escrow Bank, separate and apart from any funds or accounts of the Escrow Bank or the Authority, as an irrevocable escrow securing payment of principal of and interest on the 2007 Bonds as hereinafter set forth.

All cash and Defeasance Securities in the Escrow Fund are hereby irrevocably pledged as a special fund for the payment of the 2007 Bonds in accordance with the provisions of the 2007 Indenture. If at any time the Escrow Bank receives actual knowledge that the cash and Defeasance Securities in the Escrow Fund will not be sufficient to make any payment required by Section 4 hereof, the Escrow Bank will notify the Authority of such fact and the Authority will immediately cure such deficiency from any source of legally available funds.

As used herein, the term "Defeasance Securities" means the securities set forth on Exhibit A hereto and hereby incorporated herein.

Section 3. Deposit into Escrow Fund; Investment of Amounts.

(a) Concurrently with delivery of the 2017 Bonds and the purchase of the 2017 Bonds as set forth in the Indenture:

(i) the Authority will cause to be transferred to the Escrow Bank (from proceeds of the 2017 Bonds) for deposit into the Escrow Fund, the amount of \$_____; and

(ii) the Escrow Bank, in its capacity as 2007 Trustee, shall cause to be transferred to the Escrow Bank \$_____ from the Redemption Fund for the Series A 2007 Bonds and \$_____ received from the Reserve Fund for the Series A 2007 Bonds, which the Escrow Bank shall deposit into the Escrow Fund; and

(iii) the Escrow Bank, in its capacity as 2007 Trustee, shall cause to be transferred to the Escrow Bank \$_____ from the Redemption Fund for the Series B 2007 Bonds and \$_____ received from the Reserve Fund for the Series B 2007 Bonds, which the Escrow Bank shall deposit into the Escrow Fund; and

(b) With respect to the aggregate \$_____ deposited into the Escrow Fund, the Escrow Bank will:

(i) invest \$_____ of the moneys deposited in the Defeasance Securities described in Exhibit A hereto, and

- (ii) hold the remaining \$_____ in cash uninvested.

The Defeasance Securities and cash will be deposited with and held by the Escrow Bank in the Escrow Fund solely for the uses and purposes set forth herein. The Escrow Bank will have no lien upon or right of set off against the Defeasance Securities and cash at any time on deposit in the Escrow Fund.

The Escrow Bank may rely upon the conclusion of [[Grant Thornton, LLP]], as contained in its opinion and accompanying schedules (the "Report") dated _____, 2017 that the Defeasance Securities mature and bear interest payable in such amounts and at such times as together with cash on deposit in the Escrow Fund will be sufficient to pay and redeem the 2007 Bonds on the date and in the amounts set forth on Exhibit B hereto.

Section 4. Instructions as to Application of Deposit. The total amount of Defeasance Securities and cash deposited in the Escrow Fund pursuant to Section 3 will be applied by the Escrow Bank to the redemption of the 2007 Bonds on the date and in the amounts set forth on Exhibit B hereto. Any amounts remaining in the Escrow Fund following the full prepayment and redemption of the 2007 Bonds will be transferred by the Escrow Bank to 2017 Trustee, for deposit to the Revenue Fund established and held by the 2017 Trustee under the Indenture.

Section 5. No Substitution. In accordance with Section 10.3 of the 2007 Indenture, substitution of the Defeasance Securities in the Escrow Fund is not permitted.

Section 6. Election to Redeem; Notices. The Authority hereby irrevocably elects to redeem the 2007 Bonds maturing on and after September 1, 2018 on September 1, 2017, all in accordance with the provisions of the 2007 Indenture. The Escrow Bank is hereby directed to give notice of redemption of the 2007 Bonds in accordance with the 2007 Indenture, at the expense of the Authority, substantially in the form of Exhibit C hereto. In addition, the Escrow Bank is directed to give a Notice of Defeasance of the 2007 Bonds on the issuance date of the 2017 Bonds, to the Municipal Securities Rulemaking Board Electronic Municipal Market Access (EMMA) system accessible at the emma.msrb.org website, substantially in the form of Exhibit D hereto.

Section 7. Application of Certain Terms of Prior Agreement. All of the terms of the 2007 Indenture relating to the making of payments of principal of and interest on the 2007 Bonds are incorporated in this Agreement as if set forth in full herein.

Section 8. Compensation to Escrow Bank. From proceeds of the 2017 Bonds or other lawfully available sources, the Authority will pay the Escrow Bank full compensation for its duties under this Agreement, including out-of-pocket costs such as publication costs, prepayment expenses, legal fees and other costs and expenses relating hereto and, in addition, all fees, costs and expenses relating to the purchase of any Defeasance Securities after the date hereof. Under no circumstances will amounts deposited in or credited to the Escrow Fund be deemed to be available for said purposes.

Section 9. Immunities and Liabilities of Escrow Bank.

(i) The Escrow Bank undertakes to perform only such duties as are expressly and specifically set forth in this Agreement and no implied duties or obligations will be read into this Agreement against the Escrow Bank.

(ii) The Escrow Bank will not have any liability hereunder except to the extent of its own gross negligence or willful misconduct. The Escrow Bank will have no duty or responsibility under this Agreement in the case of any default in the performance of the covenants or agreements contained in the 2007 Indenture.

(iii) The Escrow Bank may consult with counsel of its own choice (which may be counsel to the Authority) and the opinion of such counsel will be full and complete authorization to take or suffer in good faith any action in accordance with such opinion of counsel.

(iv) The Escrow Bank will not be responsible for any of the recitals or representations contained herein.

(v) The Escrow Bank will not be liable for the accuracy of any calculations provided as to the sufficiency of the moneys or Defeasance Securities deposited with it to pay the principal of, and interest, or premiums, if any, on the 2007 Bonds.

(vi) The Escrow Bank will not be liable for any action or omission of the Authority under this Agreement or the 2007 Indenture.

(vii) Whenever in the administration of this Agreement the Escrow Bank deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or willful misconduct on the part of the Escrow Bank, be deemed to be conclusively proved and established by a certificate of an authorized representative of the Authority, and such certificate will, in the absence of negligence or willful misconduct on the part of the Escrow Bank, be full warrant to the Escrow Bank for any action taken or suffered by it under the provisions of this Agreement upon the faith thereof.

(viii) The Escrow Bank may conclusively rely, as to the truth and accuracy of the statements and correctness of the opinions and the calculations provided, and will be protected and indemnified, in acting, or refraining from acting, upon any written notice, instruction, request, certificate, document or opinion furnished to the Escrow Bank signed or presented by the proper party, and it need not investigate any fact or matter stated in such notice, instruction, request, certificate or opinion.

(ix) The Escrow Bank may at any time resign by giving written notice to the Authority of such resignation. The Authority will promptly appoint a successor Escrow Bank by the resignation date. Resignation of the Escrow Bank will be effective upon acceptance of appointment by a successor Escrow Bank. If the Authority does not promptly appoint a successor, the Escrow Bank may petition any court of competent jurisdiction for the appointment of a successor Escrow Bank, which court may thereupon, after such notice, if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Escrow Bank. After receiving a notice of resignation of an Escrow Bank, the Authority may appoint a temporary Escrow Bank to replace the resigning Escrow Bank until the Authority appoints a successor Escrow Bank. Any such temporary Escrow Bank so appointed by the

Authority will immediately and without further act be superseded by the successor Escrow Bank so appointed.

(x) The Authority covenants to indemnify and hold harmless the Escrow Bank against any loss, liability or expense, including legal fees, in connection with the performance of any of its duties hereunder, except the Escrow Bank will not be indemnified against any loss, liability or expense resulting from its gross negligence or willful misconduct.

(xi) The Authority acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority the right to receive brokerage confirmations of security transactions as they occur, the Authority specifically waive receipt of such confirmations to the extent permitted by law. The Escrow Bank will furnish the Authority periodic cash transaction statements which include detail for all investment transactions made by the Escrow Bank hereunder.

(xii) The Escrow Bank shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Bank, or another method or system specified by the Escrow Bank as available for use in connection with its services hereunder); provided, however, that the Authority shall provide to the Escrow Bank an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Authority whenever a person is to be added or deleted from the listing. If the Authority elects to give the Escrow Bank Instructions using Electronic Means and the Escrow Bank in its discretion elects to act upon such Instructions, the Escrow Bank's understanding of such Instructions shall be deemed controlling. The Authority understands and agrees that the Escrow Bank cannot determine the identity of the actual sender of such Instructions and that the Escrow Bank shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Bank have been sent by such Authorized Officer. The Authority shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Bank and that the Authority and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Authority. The Escrow Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Bank's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Authority agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Bank, including without limitation the risk of the Escrow Bank acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Bank and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Authority; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Bank immediately upon learning of any compromise or unauthorized use of the security procedures.

(xiii) The Escrow Bank may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees

appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

(xiv) The liability of the Escrow Bank to make the payments under the Agreement shall be limited to the moneys and Defeasances Securities in the Escrow Fund.

(xv) The Escrow Bank shall incur no liability for losses arising from any investments made at the direction of the Authority or otherwise made in accordance with this Section.

(xvi) No provision of this Agreement shall require the Escrow Bank to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers.

Section 10. Amendment. This Agreement may be amended by the parties hereto, (i) without the consent of the owners of the 2007 Bonds, but only if such amendment is made (a) to cure, correct or supplement any ambiguous or defective provision contained herein, (b) to pledge additional security to the payment of the principal, premium, if any, and interest represented by the 2007 Bonds, or (c) to deposit additional monies for the purposes of this Agreement, or (ii) with the consent of 100% of the owners of the 2007 Bonds outstanding, and only if there will have been filed with the Authority and the Escrow Bank a written opinion of Bond Counsel stating that any such amendment will not materially adversely affect the interests of the owners of the 2007 Bonds, and that any such amendment will not cause interest on the 2007 Bonds to become includable in the gross income of the owners thereof for federal income tax purposes.

Section 11. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section 12. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

Section 13. Severability. In the event any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers all as of the date first above written.

ROSEVILLE FINANCE AUTHORITY

By: _____
ROB JENSEN
Executive Director

ATTEST:

By: _____
SONIA OROZCO
Authority Secretary

APPROVED AS TO FORM:

By: _____
ROBERT R. SCHMITT
Authority Counsel

APPROVED AS TO SUBSTANCE:

By: _____
JAY PANZICA
Authority Treasurer

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.**, as Escrow Bank and 2007
Trustee

By: _____
Authorized Officer

EXHIBIT A

FEDERAL SECURITIES

Type of Security	Purchase Date	Maturity Date	Par Amount	Rate	Yield	Price	Total Cost
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EXHIBIT B

SCHEDULE OF PAYMENT AND REDEMPTION

Current Refunding of the Revenue Bonds 2007 Series A (Senior Lien)

Period Ending	Principal	Interest	Principal Redeemed	Total
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09/01/17

Current Refunding of the Revenue Bonds 2007 Series B (Junior Lien)

Period Ending	Principal	Interest	Principal Redeemed	Total
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09/01/17

EXHIBIT C

FORM OF REDEMPTION NOTICE

ROSEVILLE FINANCE AUTHORITY

\$44,075,000 Revenue Bonds
2007 Series A (Senior Lien Bonds)

\$10,350,000 Revenue Bonds
2007 Series B (Junior Lien Bonds)

Final Maturity Date: September 1, 2033

NOTICE IS HEREBY GIVEN, by the Roseville Finance Authority (the "Authority") with respect to the captioned bonds (the "Bonds"), that it has irrevocably elected to optionally redeem the outstanding Bonds maturing on and after September 1, 2018 on September 1, 2017 (the "Redemption Date"), at a redemption price equal to the par amount thereof together with accrued interest thereon to the Redemption Date, without premium. Interest on the Bonds will not accrue after the Redemption Date.

The Bonds to be redeemed consist of the following:

Series A Bonds

CUSIP Number*	Amount	Maturity Date (Sept. 1)	Interest Rate
77781P AM9	\$ 1,545,000	2018	5.000%
77781P AN7	1,610,000	2019	5.000
77781P AP2	1,695,000	2020	4.000
77781P AQ0	1,770,000	2021	4.125
77781P AR8	1,835,000	2022	4.250
77781P AS6	1,910,000	2023	4.250
77781P AT4	8,550,000	2027	4.375
77781P AU1	10,000,000	2033	5.000
77781P BJ5	1,970,000	2033	4.500

Series B Bonds

CUSIP Number*	Amount	Maturity Date (Sept. 1)	Interest Rate
77781P BG1	\$ 350,000	2018	4.500%
77781P BH9	370,000	2019	4.500
77781P BL0	1,210,000	2022	4.750
77781P BM8	1,890,000	2026	5.000
77781P BN6	3,440,000	2033	5.000

* CUSIP data are provided by CUSIP Global Services, which is managed on behalf of the American Bankers Association by S&P Capital IQ. The Authority and the Escrow Bank shall not be responsible for the selection or use of the CUSIP numbers listed above, nor is any representation made as to the accuracy of the CUSIP numbers listed above or as printed on any Bond; the CUSIP numbers are included solely for the convenience of the owners of the Bonds.

Funds for the payment of all of the outstanding Bonds have been deposited with The Bank of New York Mellon Trust Company, N.A., as escrow agent for the Bonds (the "Escrow Bank").

The Bonds to be redeemed must be surrendered by the owners thereof at the corporate trust office of the Escrow Bank for payment of the redemption price.

Dated: _____, 2017

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,**
as Trustee for the Bonds and as Escrow Bank

EXHIBIT D

FORM OF DEFEASANCE NOTICE

\$44,075,000 Revenue Bonds
2007 Series A (Senior Lien Bonds)

\$10,350,000 Revenue Bonds
2007 Series B (Junior Lien Bonds)

Final Maturity Date: September 1, 2033

NOTICE IS HEREBY GIVEN, by the Roseville Finance Authority (the "Authority") with respect to the captioned bonds (the "Bonds"), that it has defeased the Bonds set forth below as of _____, 2017. ***This notice is not a notice of redemption of any of the Bonds.***

The Bonds that have been defeased consist of the following:

Series A Bonds

CUSIP Number*	Amount	Maturity Date (Sept. 1)	Interest Rate
77781P AL1	\$ 1,465,000	2017	5.000%
77781P AM9	1,545,000	2018	5.000
77781P AN7	1,610,000	2019	5.000
77781P AP2	1,695,000	2020	4.000
77781P AQ0	1,770,000	2021	4.125
77781P AR8	1,835,000	2022	4.250
77781P AS6	1,910,000	2023	4.250
77781P AT4	8,550,000	2027	4.375
77781P AU1	10,000,000	2033	5.000
77781P BJ5	1,970,000	2033	4.500

Series B Bonds

CUSIP Number*	Amount	Maturity Date (Sept. 1)	Interest Rate
77781P BF3	\$ 335,000	2017	4.400%
77781P BG1	350,000	2018	4.500
77781P BH9	370,000	2019	4.500
77781P BL0	1,210,000	2022	4.750
77781P BM8	1,890,000	2026	5.000
77781P BN6	3,440,000	2033	5.000

* CUSIP data are provided by CUSIP Global Services, which is managed on behalf of the American Bankers Association by S&P Capital IQ. The Authority and the Escrow Bank shall not be responsible for the selection or use of the CUSIP numbers listed above, nor is any representation made as to the accuracy of the CUSIP numbers listed above or as printed on any Bond; the CUSIP numbers are included solely for the convenience of the owners of the Bonds.

Dated: _____, 2017

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,**
as Trustee for the Bonds and as Escrow Bank

RESOLUTION NO. 17-238

APPROVING A FISCAL AGENT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Fiscal Agent Agreement regarding the Crocker Ranch Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2017, by and between the City of Roseville and The Bank of New York Mellon Trust Company, N.A., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

FISCAL AGENT AGREEMENT

Between

CITY OF ROSEVILLE

and

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Fiscal Agent**

Dated as of _____ 1, 2017

**\$ _____
CITY OF ROSEVILLE
CROCKER RANCH
COMMUNITY FACILITIES DISTRICT NO. 1
SPECIAL TAX REFUNDING BONDS
SERIES 2017**

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EXHIBIT A FORM OF SPECIAL TAX BOND, SERIES 2017

FISCAL AGENT AGREEMENT

THIS FISCAL AGENT AGREEMENT (this "Fiscal Agent Agreement") is made and entered into as of _____ 1, 2017, between the City of Roseville, a charter city organized and existing under and by virtue of the Constitution and laws of the State of California (the "City"), for and on behalf of the City's Crocker Ranch Community Facilities District No. 1 (the "CFD"), and The Bank of New York Mellon Trust Company, N.A., a national banking association organized and existing under the laws of the United States of America, as fiscal agent (the "Fiscal Agent"), and governs the terms of the City of Roseville Crocker Ranch Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2017 (the "Bonds") issued in accordance herewith from time to time.

BACKGROUND :

1. The City Council of the City has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing with Section 53311) of the California Government Code (the "Act"), to form the CFD, to authorize the levy of special taxes upon the land within Crocker Ranch Community Facilities District No. 1 (the "CFD"), and to issue bonds secured by said special taxes the proceeds of which special taxes and which bonds were to be used to finance certain public improvements, all as described in those proceedings.

2. Under the provisions of the Act, on behalf of the CFD, the City has previously issued \$20,435,000 original principal amount of Crocker Ranch Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2007 (the "Prior Bonds") pursuant to a Bond Indenture, dated as of May 1, 2007, between the City and The Bank of New York Mellon Trust Company, N.A. (the "Prior Bonds Trustee").

3. The Prior Bonds were purchased by the Roseville Finance Authority (the "Authority") with a portion of the proceeds of its Special Tax Revenue Refunding Bonds, 2007 Series A (Senior Lien Bonds) in the aggregate original principal amount of \$44,075,000 and its Special Tax Revenue Refunding Bonds, 2007 Series B (Junior Lien Bonds) in the aggregate original principal amount of \$10,350,000 (collectively, the "2007 Authority Bonds"), pursuant to the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 (commencing with Section 6584) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, and pursuant to an Indenture of Trust dated as of May 1, 2007 (the "2007 Indenture"), by and between the Authority and The Bank of New York Trust Company, N.A., as trustee; and

4. The City wishes to refinance the Prior Bonds to take advantage of current interest rates, which refinancing will result in the redemption on a current basis of a portion of the 2007 Authority Bonds.

5. The Prior Bonds are subject to redemption on September 1, 2018, in whole or in part, at a redemption price equal to 100% of the principal amount of the Prior Bonds to be redeemed, plus accrued interest to the date fixed for redemption.

6. On _____, 2017, for the purpose of refinancing the Prior Bonds, the City Council adopted Resolution No. _____ (the "Resolution") authorizing the issuance and sale of the Bonds by the City for and on behalf of the CFD pursuant to this Fiscal Agent Agreement, which Special Tax Refunding Bonds will be issued in a single series.

7. The City has determined that it is in the public interest and for the benefit of the City, the persons responsible for the payment of special taxes and the owners of the Bonds that the City enter into this Fiscal Agent Agreement to provide for the issuance of the Bonds, the disbursement of proceeds of the Bonds, the disposition of the special taxes securing the bonds, and the administration and payment of the Bonds.

8. The City has determined that all things necessary to cause the bonds, when authenticated by the Fiscal Agent and issued as provided in the Act, the Resolution and this Fiscal Agent Agreement, to be legal, valid and binding and limited obligations in accordance with their terms, and all things necessary to cause the creation, authorization, execution and delivery of this Fiscal Agent Agreement and the creation, authorization, execution and issuance of the Bonds, subject to the terms, have in all respects been duly authorized.

NOW, THEREFORE, in order to establish the terms and conditions upon and subject to which the Bonds are to be issued, and in consideration of the premises and of the mutual covenants contained herein and of the purchase and acceptance of the Bonds by the Owners thereof, and for other valuable consideration, the receipt of which is hereby acknowledged, the City does hereby covenant and agree, for the benefit of the Owners of the Bonds as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Unless the context otherwise requires, the following terms will have the following meanings:

“Account” means any account created pursuant to this Fiscal Agent Agreement.

“Act” means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 et seq. of the California Government Code.

“Administrative Expenses” means any or all of the following:

(a) the expenses directly related to the administration of the CFD, including, but not limited to, the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or a designee thereof or both); the costs of collecting the Special Taxes (whether by the County, the City or otherwise); the costs of remitting the Special Taxes to the Fiscal Agent; the costs associated with preparing Special Tax disclosure statements and responding to the public inquiries regarding the Special Taxes; the costs of the City, the CFD or any designee thereof related to an appeal of the Special Tax;

(b) the costs of the Fiscal Agent (including its legal counsel) in the discharge of the duties of the Fiscal Agent pertaining to the Bonds required under this Fiscal Agent Agreement and any Supplemental Agreement;

(c) the costs of the City or any designee thereof of complying with the City, the CFD or the Authority disclosure requirements associated with applicable federal or state securities laws of the Act pertaining to the bonds;

(d) the Authority Administrative Expenses;

(e) any amounts required to be rebated to the federal government; and

(f) all other costs and expenses of the City (including, but not limited to, an allocable share of the salaries of the City staff directly related to the foregoing, a proportionate amount of City general administrative overhead related to the foregoing, and amounts advanced by the City for any administrative purpose of the CFD, including costs related to prepayments of Special Taxes, recordings related to such prepayments and satisfaction of Special Taxes, amounts advanced to ensure maintenance of tax exemption, and the costs of prosecuting foreclosure of delinquent Special Taxes, which amounts advanced are subject to reimbursement from other sources, including proceeds of foreclosure) and the Fiscal Agent incurred in connection with the discharge of their respective duties hereunder and in any way related to the administration of the CFD and all actual costs and expenses incurred in connection with the administration of the Bonds.

“Administrative Expenses Cap” means (i) for fiscal year 2016-17, \$_____ and (ii) for each subsequent year, an amount equal to the preceding fiscal year’s Administrative Expenses Cap plus an additional 2% of such amount.

“Annual Debt Service” means the principal amount of any Outstanding Bonds payable in a Bond Year either at maturity or pursuant to a Sinking Fund Payment and any interest payable on any Outstanding Bonds in such Bond Year, if the Bonds are retired as scheduled.

“Authority” means the Roseville Finance Authority.

“Authority Bonds” means any bonds outstanding under the Authority Indenture, which are secured in part by payments made on the Bonds.

“Authority Indenture” means that certain Indenture of Trust, dated as of _____ 1, 2017, between the Authority and the Authority Trustee, pursuant to which the Authority Bonds are issued.

“Authority Trustee” means The Bank of New York Mellon Trust Company, N.A. or any successor thereto appointed pursuant to the Authority Indenture.

“Authorized Investments” means any of the following which at the time of investment are legal investments under the laws of the State of California for the moneys proposed to be invested therein, but only to the extent that the same are acquired at Fair Market Value:

(a) Federal Securities;

(b) any of the following direct or indirect obligations of the following agencies of the United States of America: (i) direct obligations of the Export-Import Bank; (ii) certificates of beneficial ownership issued by the Farmers Home Administration; (iii) participation certificates issued by the General Services Administration; (iv) mortgage-backed bonds or pass-through obligations issued and guaranteed by the Government National Mortgage Association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or the Federal Housing Administration; (v) project notes issued by the United States Department of Housing and Urban Development; and (vi) public housing notes and bonds guaranteed by the United States of America;

(c) interest-bearing demand or time deposits (including certificates of deposit) or deposit accounts in federal or state chartered savings and loan associations or in federal or State of California banks (including the Fiscal Agent and its affiliates), provided that (i) the unsecured short-term obligations of such commercial bank or savings and loan association will be rated in the highest short-term rating category by any Rating Agency or (ii) such demand or time deposits will be fully insured by the Federal Deposit Insurance Corporation;

(d) commercial paper rated at the time of purchase in the highest short-term rating category by any Rating Agency, issued by corporations which are organized and operating within the United States of America, and which matures not more than 180 days following the date of investment therein;

(e) bankers acceptances, consisting of bills of exchange or time drafts drawn on and accepted by a commercial bank whose short-term obligations are rated in the highest short-term rating category by any Rating Agency or whose long-term obligations are rated A or better by each such Rating Agency, which mature not more than 270 days following the date of investment therein;

(f) obligations the interest on which is excludable from gross income pursuant to Section 103 of the Tax Code and which are either (a) rated A or better by any Rating Agency or (b) fully secured as to the payment of principal and interest by Federal Securities;

(g) obligations issued by any corporation organized and operating within the United States of America having assets in excess of Five Hundred Million Dollars (\$500,000,000), which obligations are rated A or better by any Rating Agency;

(h) money market funds (including money market funds for which the Fiscal Agent, its affiliates or subsidiaries provide investment advisory or other management services) which invest in Federal Securities or which are rated in the highest rating category by any Rating Agency;

(i) any investment agreement, repurchase agreement or other investment instrument which represents the general unsecured obligations of a bank, investment banking firm or other financial institution whose long-term obligations are rated at the time of the delivery of the investment agreement, repurchase agreement or other investment instrument A or better by any Rating Agency; and

(j) shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California that invests exclusively in investments permitted by Section 53601 of Title 5, Division 2, Chapter 4 of the California Government Code, as it may be amended (California Asset Management Program); and

(k) the Local Agency Investment Fund of the State, created pursuant to Section 16429.1 of the California Government Code.

“Authorized Representative of the City” means the Mayor, City Manager, Chief Financial Executive, Treasurer, Finance Director, City Attorney or City Clerk, or any other person or persons designated by a written certificate signed on behalf of the City by the City Manager or Finance Director of the City and containing the specimen signature of each such person.

“Authorizing Documents” means this Fiscal Agent Agreement, the Bonds and any additional or supplemental agreement executed in connection with the Bonds.

“Bond Counsel” means Jones Hall, A Professional Law Corporation, and its successors; or any other attorney at law or firm of attorneys selected by the Authority, of nationally recognized standing in matters pertaining to the federal tax exemption of interest on bonds issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

“Bond Insurer” means _____.

“Bond Insurance Policy” means _____.

“Bond Register” means the books which the Fiscal Agent will keep or cause to be kept on which the registration and transfer of the Bonds will be recorded.

“Bondowner” or “Owner” means the person or persons in whose name or names any Bond is registered.

“Bonds” means the Bonds issued hereunder, including the \$_____ City of Roseville Crocker Ranch Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2017.

“Bond Year” means each twelve month period extending from September 2 in one calendar year to September 1 of the succeeding calendar year, except in the case of the initial Bond Year which will be the period from the Closing Date to September 1, 2018, both dates inclusive.

“Business Day” means a day which is not a Saturday or Sunday or a day of the year on which the New York Stock Exchange or banks in New York, New York or Los Angeles, California, or the city where the corporate trust office of the Fiscal Agent is located, are not required or authorized to remain closed.

“Certificate of an Authorized Representative” means a written certificate or warrant request executed by an Authorized Representative of the City.

“CFD” means City of Roseville Crocker Ranch Community Facilities District No. 1 established pursuant to the Act and the Resolution of Formation.

“City” means the City of Roseville, a municipal corporation and general law city duly established and existing under the Constitution and laws of the State of California.

“Closing Date” means the date upon which there is a physical delivery of the Bonds in exchange for the amount representing the purchase price of the Bonds by the Original Purchaser, being _____, 2017.

“Code” means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable temporary and final regulations promulgated, and applicable official guidance published, under the Code.

“Costs of Issuance” will have the meaning set forth in the Authority Indenture.

“Delivery Date” means the date on which the bonds of such issue were issued and delivered to the initial purchasers thereof.

“Escrow Agent” means The Bank of New York Mellon Trust Company, N.A.

“Escrow Agreement” means the Escrow Agreement dated as of _____ 1, 2017, among the City, the Authority and the Escrow Agent.

"Escrow Fund" means the Crocker CFD Escrow Account established pursuant to the Escrow Agreement.

"Fair Market Value" means, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the Authority and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

"Federal Securities" means any of the following:

- (a) Cash (insured at all times by the Federal Deposit Insurance Corporation).
- (b) Obligations of, or obligations guaranteed as to principal and interest by, the U.S. or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the U.S. including:
 - U.S. treasury obligations
 - All direct or fully guaranteed obligations
 - Farmers Home Administration
 - General Services Administration
 - Guaranteed Title XI financing
 - Government National Mortgage Association (GNMA)
 - State and Local Government Series

"Finance Director" means the official of the City, or such official's designee, who acts in the capacity as the chief financial officer of the City, including the controller or other financial officer.

"Fiscal Agent" means The Bank of New York Mellon Trust Company, N.A., a national banking association organized and existing under the laws of the United States of America, at its principal corporate trust office in Seattle, Washington, and its successors or assigns, or any other bank or trust company which may at any time be substituted in its place as provided in Sections 7.2 or 7.3 and any successor thereto.

"Fiscal Agent Agreement" means this Fiscal Agent Agreement, together with any Supplemental Agreement approved pursuant to Article 6.

“Fiscal Year” means the period beginning on _____ 1 of each year and ending on the next following June 30.

“Gross Taxes” means the proceeds of the Special Taxes received by the City, including any scheduled payments and any prepayments thereof, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes to the amount of said lien and interest thereon. “Gross Taxes” does not include any penalties collected in connection with delinquent Special Taxes or any interest in excess of the interest due on the Bonds.

“Independent Financial Consultant” means a financial consultant or firm of such consultants generally recognized to be well qualified in the financial consulting field, appointed and paid by the City, who, or each of whom:

- (1) is in fact independent and not under the domination of the City;
- (2) does not have any substantial interest, direct or indirect, in the City; and
- (3) is not connected with the City as a member, officer or employee of the City, but who may be regularly retained to make annual or other reports to the City.

“Interest Payment Date” means each March 1 and September 1, commencing _____ 1, 2017; provided, however, that, if any such day is not a Business Day, interest up to the Interest Payment Date will be paid on the Business Day next preceding such date.

“Maximum Annual Debt Service” means the maximum sum obtained for any Bond Year prior to the final maturity of the Bonds by adding the following for each Bond Year:

- (1) the principal amount of all Outstanding Bonds payable in such Bond Year either at maturity or pursuant to a Sinking Fund Payment; and
- (2) the interest payable on the aggregate principal amount of all Bonds Outstanding in such Bond Year if the Bonds are retired as scheduled.

“Net Taxes” means Gross Taxes minus the Administrative Expenses in an amount not to exceed the Administrative Expenses Cap.

“Original Purchaser” means the first purchaser of the Bonds from the City.

“Outstanding” or “Outstanding Bonds” means all Bonds theretofore issued by the City, except:

- (1) Bonds theretofore cancelled or surrendered for cancellation in accordance with Section 9.2;
- (2) Bonds for payment or redemption of which monies will have been theretofore deposited in trust (whether upon or prior to the maturity or the redemption date of such Bonds), provided that, if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption will have been given as provided in this Fiscal Agent Agreement or any applicable Supplemental Agreement; and

(3) Bonds which have been surrendered to the Fiscal Agent for transfer or exchange pursuant to Section 2.9 or for which a replacement has been issued pursuant to Section 2.10.

“Person” means natural persons, firms, corporations, partnerships, associations, trusts, public bodies and other entities.

“Prepayments” means any amounts paid by the City to the Fiscal Agent and designated by the City as a prepayment of Special Taxes for one or more parcels in the CFD made in accordance with the Rate and Method of Apportionment of Special Taxes attached to the Resolution of Formation.

“Principal Office of the Fiscal Agent” means the office of the Fiscal Agent located in located in Seattle, Washington, or such other office or offices as the Fiscal Agent may designate from time to time, or the office of any successor Fiscal Agent where it principally conducts its business of serving as trustee under indentures pursuant to which municipal or governmental obligations are issued.

“Prior Bonds” means the City of Roseville Crocker Ranch Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2007 issued in the original principal amount of \$20,435,000.

“Prior Bonds Trustee” means The Bank of New York Mellon Trust Company, N.A., as fiscal agent with respect to the Prior Bonds under the Prior Bonds Indenture.

“Prior Bonds Indenture” means the Bond Indenture, dated as of May 1, 2007, between the City, for and on behalf of the CFD, and the Prior Bonds Trustee.

“Project” means those items described as “Facilities” in the Resolution of Formation.

“Rating Agency” means Standard & Poor’s or, in the event that Standard & Poor’s no longer maintains a rating on the Bonds, any other nationally recognized bond rating agency then maintaining a rating on the Bonds, but, in each instance, only so long as Standard & Poor’s or other nationally recognized rating agency then maintains a rating on the Bonds.

“Record Date” means the fifteenth day of the month preceding an Interest Payment Date, regardless of whether such day is a Business Day.

“Resolution of Formation” means Resolution No. 02-53 adopted by the City Council of the City on February 6, 2002 pursuant to which the City formed the CFD.

“Sinking Fund Payment” means the annual payment to be deposited in the Redemption Account to redeem a portion of the Term Bonds in accordance with the schedule set forth in Section 4.1(b).

“Special Tax Fund” means the fund by that name created and established pursuant to Section 3.1.

“Special Taxes” means the taxes authorized to be levied by the City on property within the CFD in accordance with the Resolution of Formation, the Act and the voter approval obtained at an election in the CFD.

“Standard & Poor’s” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business, its successors and assigns.

“Supplemental Agreement” means any Supplemental Agreement amending or supplementing this Fiscal Agent Agreement.

“Surplus Fund” means the fund by that name created and established pursuant to Section 3.1.

“Term Bonds” means the Bonds subject to mandatory sinking fund redemption.

ARTICLE II

GENERAL AUTHORIZATION AND BOND TERMS

Section 2.1. Amount, Issuance and Purpose of Bonds. Under and pursuant to the Act, the City of Roseville Crocker Ranch Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2017 in the aggregate principal amount of \$_____ will be issued for the purpose of refunding and defeasing the Prior Bonds and funding a portion of the Costs of Issuance.

Section 2.2. Type and Nature of Bonds. Subject to the provisions of Section 8.1, the Bonds will be secured by a first lien on and pledge of all the Net Taxes and amounts in the Special Tax Fund. Neither the faith and credit nor the taxing power of the City, the State of California or any political subdivision thereof other than the City is pledged to the payment of the Bonds. Except for the Net Taxes, no other taxes are pledged to the payment of the Bonds. The Bonds are not general obligations of the City, but are limited obligations of the City payable solely from certain amounts deposited by the City in the Special Tax Fund, as more fully described herein. The City's limited obligation to pay the principal of, premium, if any, and interest on the Bonds from amounts in the Special Tax Fund is absolute and unconditional, free of deductions and without any abatement, offset, recoupment, diminution or set-off whatsoever. No Owner of the Bonds may compel the exercise of the taxing power by the City (except the Special Taxes) or the forfeiture of any of its property. The principal of and interest on the Bonds and premiums upon the redemption thereof, if any, are not a debt of the City, the State of California or any of its political subdivisions within the meaning of any constitutional or statutory limitation or restriction. The Bonds are not a legal or equitable pledge, charge, lien, or encumbrance upon any of the City's property, or upon any of its income, receipts or revenues, except the Net Taxes and other amounts in the Special Tax Fund which are, under the terms of this Fiscal Agent Agreement and the Act, set aside for the payment of the Bonds and interest thereon and neither the members of the City Council of the City nor any persons executing the Bonds are liable personally on the Bonds by reason of their issuance.

Notwithstanding anything to the contrary contained in this Fiscal Agent Agreement, the City will not be required to advance any money derived from any source of income other than the Net Taxes for the payment of the interest on or the principal of the Bonds, or for the performance of any covenants contained herein. The City may, however, advance funds for any such purpose, provided that such funds are derived from a source legally available for such purpose.

Section 2.3. Equality of Bonds and Pledge of Net Taxes. Pursuant to the Act and this Fiscal Agent Agreement, the Bonds will be equally secured by a pledge of and payable from the Net Taxes and other amounts in the Special Tax Fund, without priority for number, date of the Bonds, date of sale, date of execution, or date of delivery, and the payment of the interest on and principal of the Bonds and premiums upon the redemption thereof, will be exclusively paid from the Net Taxes and other amounts in the Special Tax Fund, which are hereby set aside for the payment of the Bonds. Amounts in the Special Tax Fund will constitute a trust fund held for the benefit of the Owners to be applied to the payment of the interest on and principal of the Bonds and so long as any of the Bonds or interest thereon remain Outstanding will not be used for any other purpose, except as permitted by this Fiscal Agent Agreement or any Supplemental Agreement. Notwithstanding any provision contained in this Fiscal Agent Agreement to the contrary, Net Taxes deposited in the Surplus Fund will no longer be considered to be pledged to

the Bonds, and none of the Surplus Fund, or amounts for Administrative Expenses retained by the City will be construed as a trust fund held for the benefit of the Owners.

Nothing in this Fiscal Agent Agreement or any Supplemental Agreement will preclude; (a) the redemption prior to maturity of any Bonds subject to call and redemption and payment of said Bonds from proceeds of refunding bonds issued under the Act as the same now exists or as hereafter amended, or under any other law of the State of California; or (b) the issuance, subject to the limitations contained herein, of bonds to refund a portion of the Bonds with bonds payable from Net Taxes on parity to Bonds remaining outstanding.

Section 2.4. Description of Bonds; Interest Rates. The Bonds will be issued in fully registered form in denominations of \$5,000 or any integral multiple thereof. The Bonds of each issue will be numbered as desired by the Fiscal Agent.

The Bonds will be designated "CITY OF ROSEVILLE CROCKER RANCH COMMUNITY FACILITIES DISTRICT NO. 1 SPECIAL TAX REFUNDING BONDS, SERIES 2017." The Bonds will be dated as of their Delivery Date and will mature and be payable on September 1 in the years and in the aggregate principal amounts and will be subject to and will bear interest at the rates set forth in the table below, payable on _____ 1, 2017 and each Interest Payment Date thereafter:

<u>Maturity Date</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest Rate</u> <u>Per Annum</u>
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Interest will be payable on each Bond from the date established in accordance with Section 2.5 below on each Interest Payment Date thereafter until the principal sum of that Bond has been paid; provided, however, that if at the maturity date of any Bond funds are available for the payment or redemption thereof in full, in accordance with the terms of this Fiscal Agent

Agreement, such Bonds will then cease to bear interest. Interest due on the Bonds will be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Section 2.5. Place and Form of Payment. The Bonds will be payable both as to principal and interest, and as to any premiums upon the redemption thereof, in lawful money of the United States of America. The principal of the Bonds and any premiums due upon the redemption thereof will be payable upon presentation and surrender thereof at the Principal Office of the Fiscal Agent, or at the designated office of any successor Fiscal Agent. Interest on any Bond will be payable from the Interest Payment Date next preceding the date of authentication of that Bond, unless (i) such date of authentication is an Interest Payment Date in which event interest will be payable from such date of authentication, (ii) the date of authentication is after a Record Date but prior to the immediately succeeding Interest Payment Date, in which event interest will be payable from the Interest Payment Date immediately succeeding the date of authentication, or (iii) the date of authentication is prior to the close of business on the first Record Date occurring after the issuance of such Bond, in which event interest will be payable from the dated date of such Bond; provided, however, that if at the time of authentication of such Bond, interest is in default, interest on that Bond will be payable from the last Interest Payment Date to which the interest has been paid or made available for payment or, if no interest has been paid or made available for payment on that Bond, interest on that Bond will be payable from its dated date. Interest on any Bond will be paid to the person whose name will appear in the Bond Register as the Owner of such Bond as of the close of business on the Record Date. Such interest will be paid by check of the Fiscal Agent mailed by first class mail, postage prepaid, to such Bondowner at his or her address as it appears on the Bond Register. In addition, upon a request in writing received by the Fiscal Agent on or before the applicable Record Date from an Owner of \$1,000,000 or more in principal amount of the Bonds, payment will be made on the Interest Payment Date by wire transfer in immediately available funds to an account designated by such Owner.

Section 2.6. Form of Bonds. The Bonds and the certificate of authentication will be substantially in the form attached hereto as Exhibit A, which forms are hereby approved and adopted as the forms of such Bonds and of the certificate of authentication.

Notwithstanding any provision in this Fiscal Agent Agreement to the contrary, the City may, in its sole discretion, elect to issue the Bonds in book entry form.

Until definitive Bonds will be prepared, the City may cause to be executed and delivered in lieu of such definitive Bonds temporary bonds in fully registered form, subject to the same provisions, limitations and conditions as are applicable in the case of definitive Bonds, except that they may be in any denominations authorized by the City. Until exchanged for definitive Bonds, any temporary bond will be entitled and subject to the same benefits and provisions of this Fiscal Agent Agreement as definitive Bonds. If the City issues temporary Bonds, it will execute and furnish definitive Bonds without unnecessary delay and thereupon any temporary Bond may be surrendered to the Fiscal Agent at its office, without expense to the Owner, in exchange for a definitive Bond of the same issue, maturity, interest rate and principal amount in any authorized denomination. All temporary Bonds so surrendered will be cancelled by the Fiscal Agent and will not be reissued.

Section 2.7. Execution and Authentication. The Bonds will be signed on behalf of the City by the manual or facsimile signature of the Finance Director and by the manual or facsimile signature of the City Clerk, or any duly appointed deputy City Clerk, in their capacity as officers of the City, and the seal of the City (or a facsimile thereof) will be impressed, imprinted,

engraved or otherwise reproduced thereon, and attested by the signature of the City Clerk. In case any one or more of the officers who will have signed or sealed any of the Bonds will cease to be such officer before the Bonds so signed and sealed have been authenticated and delivered by the Fiscal Agent (including new Bonds delivered pursuant to the provisions with reference to the transfer and exchange of Bonds or to lost, stolen, destroyed or mutilated Bonds), such Bonds will nevertheless be valid and may be authenticated and delivered as herein provided, and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office.

Only the Bonds as will bear thereon such certificate of authentication in the form set forth in Exhibit A attached hereto will be entitled to any right or benefit under this Fiscal Agent Agreement, and no Bond will be valid or obligatory for any purpose until such certificate of authentication will have been duly executed by the Fiscal Agent.

Section 2.8. Bond Register. The Fiscal Agent will keep or cause to be kept, at its office, sufficient books for the registration and transfer of the Bonds which will upon reasonable prior notice be open to inspection by the City during all regular business hours, and, subject to the limitations set forth in Section 2.9 below, upon presentation for such purpose, the Fiscal Agent will, under such reasonable regulations as it may prescribe, register or transfer or cause to be transferred on said Bond Register, Bonds as herein provided.

The City and the Fiscal Agent may treat the Owner of any Bond whose name appears on the Bond Register as the absolute Owner of that Bond for any and all purposes, and the City and the Fiscal Agent will not be affected by any notice to the contrary. The City and the Fiscal Agent may rely on the address of the Bondowner as it appears in the Bond Register for any and all purposes. It will be the duty of the Bondowner to give written notice to the Fiscal Agent of any change in the Bondowner's address so that the Bond Register may be revised accordingly.

Section 2.9. Registration of Exchange or Transfer. Subject to the limitations set forth in the following paragraph, the registration of any Bond may, in accordance with its terms, be transferred upon the Bond Register by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Bond for cancellation at the office of the Fiscal Agent, accompanied by delivery of written instrument of transfer in a form acceptable to the Fiscal Agent and duly executed by the Bondowner or his or her duly authorized attorney.

Bonds may be exchanged at the office of the Fiscal Agent for a like aggregate principal amount of Bonds for other authorized denominations of the same maturity and issue. The Fiscal Agent will not collect from the Owner any charge for any new Bond issued upon any exchange or transfer, but will require the Bondowner requesting such exchange or transfer to pay any tax or other governmental charge required to be paid with respect to such exchange or transfer. Whenever any Bonds will be surrendered for registration of transfer or exchange, the City will execute and the Fiscal Agent will authenticate and deliver a new Bond or Bonds of the same issue and maturity, for a like aggregate principal amount; provided that the Fiscal Agent will not be required to register transfers or make exchanges of (i) Bonds for a period of 15 days next preceding any selection of the Bonds to be redeemed, or (ii) any Bonds chosen for redemption.

Section 2.10. Mutilated, Lost, Destroyed or Stolen Bonds. If any Bond will become mutilated, the City will execute, and the Fiscal Agent will authenticate and deliver, a new Bond of like tenor, date, issue and maturity in exchange and substitution for the Bond so mutilated,

but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent will be cancelled by the Fiscal Agent pursuant to Section 9.4. If any Bond will be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence is satisfactory to the Fiscal Agent and, if any indemnity satisfactory to the Fiscal Agent will be given, the City will execute and the Fiscal Agent will authenticate and deliver, a new Bond of like tenor, maturity and issue, numbered and dated as the Fiscal Agent will determine in lieu of and in substitution for the Bond so lost, destroyed or stolen. Any Bond issued in lieu of any Bond alleged to be mutilated, lost, destroyed or stolen, will be equally and proportionately entitled to the benefits with all other Bonds issued hereunder. The Fiscal Agent will not treat both the original Bond and any replacement Bond as being Outstanding for the purpose of determining the principal amount of Bonds which may be executed, authenticated and delivered hereunder or for the purpose of determining any percentage of Bonds Outstanding hereunder, but both the original and replacement Bond will be treated as one and the same. Notwithstanding any other provision of this Section, in lieu of delivering a new Bond which has been mutilated, lost, destroyed or stolen, and which has matured, the Fiscal Agent may make payment with respect to such Bonds

Section 2.11. Validity of Bonds. The validity of the authorization and issuance of the Bonds will not be affected in any way by any defect in any proceedings taken by the City for the refunding of the Prior Bonds, and the recital contained in the Bonds that the same are issued pursuant to the Act and other applicable laws of the State will be conclusive evidence of their validity and of the regularity of their issuance.

ARTICLE III

CREATION OF FUNDS AND APPLICATION OF PROCEEDS

Section 3.1. Creation of Funds; Application of Proceeds.

(a) Creation of Funds. There is hereby created and established and will be maintained by the Fiscal Agent the following funds and accounts:

(1) The Community Facilities District No. 1 Special Tax Fund (the "Special Tax Fund") (in which there will be established and created an Interest Account, a Principal Account, and a Redemption Account); and

(2) The Community Facilities District No. 1 Surplus Fund (the "Surplus Fund").

The amounts on deposit in the foregoing funds, accounts and subaccounts will be held by the Fiscal Agent and the Fiscal Agent will invest and disburse the amounts in such funds, accounts and subaccounts in accordance with the provisions of this Article 3 and will disburse investment earnings thereon in accordance with the provisions of Section 3.8.

(b) Application of Proceeds. Proceeds received from the Authority Trustee or deemed to have been received from the Authority Trustee from the sale of the Bonds to the Authority Trustee in the amount of \$_____ (being 100% of the aggregate principal amount thereof (\$_____) plus a net original issue premium of \$_____), which includes the amount of \$_____ (which is the amount of the compensation to be paid from proceeds of the Bonds to the underwriter of the Authority Bonds, which will be deemed to have been received from the Authority Trustee), will be deposited or transferred on the Delivery Date as follows:

(i) \$_____ of the proceeds of the sale of the Bonds will be received by the Fiscal Agent and deposited into the Escrow Fund to be used to redeem the Prior Bonds pursuant to the terms of the Escrow Agreement.

(ii) \$_____ of the proceeds of the sale of the Bonds representing the portion of the Costs of Issuance allocable to the Bonds will be deemed to have been received from the Authority Trustee and will be deposited by the Authority Trustee into the Cost of Issuance Fund.

(iii) \$_____ will be deemed to have been received from the Authority Trustee and paid by the City to the underwriter of the Authority Bonds.

The Fiscal Agent may, in its discretion, establish a temporary fund or account in its books and records to facilitate such transfers.

Section 3.2. Deposits to and Disbursements from Special Tax Fund.

(a) Except for the portion of any Prepayment to be deposited to the Redemption Account as specified in a Certificate of an Authorized Representative of the City, and the Fiscal Agent will, on each date on which the Net Taxes are received from the City (pursuant to Section

5.2(a)), deposit the Net Taxes in the Special Tax Fund to be held in trust for the Owners. The Fiscal Agent will transfer the Net Taxes on deposit in the Special Tax Fund on the dates and in the amounts set forth in the following Sections, in the following order of priority, to:

- (1) The Interest Account of the Special Tax Fund;
- (2) The Principal Account of the Special Tax Fund;
- (3) The Redemption Account of the Special Tax Fund; and
- (4) The Surplus Fund.

Section 3.3. [Reserved]

Section 3.4. Interest Account and Principal Account of the Special Tax Fund. The principal of and interest due on the Bonds until maturity, other than principal due upon redemption, will be paid by the Fiscal Agent from the Principal Account and the Interest Account of the Special Tax Fund, respectively. For the purpose of assuring that the payment of principal of and interest on the Bonds will be made when due, at least three Business Days prior to each March 1 and September 1, the Fiscal Agent will transfer from the Special Tax Fund, first to the Interest Account and then to the Principal Account, the amount required to pay interest on and principal of the Bonds on the immediately succeeding March 1 or September 1; provided, however, that to the extent that deposits have been made in the Interest Account or the Principal Account from the proceeds of the sale of an issue of the Bonds, or otherwise, the transfer from the Special Tax Fund need not be made; and provided, further, that, if amounts in the Special Tax Fund are inadequate to make the foregoing transfers, then the Fiscal Agent shall give notice to the Authority Trustee at least three Business Days prior to such applicable Interest Payment Date.

Section 3.5. Redemption Account of the Special Tax Fund.

(a) With respect to each September 1 on which a Sinking Fund Payment is due, after the deposits have been made to the Interest Account and the Principal Account of the Special Tax Fund as required by Section 3.4, the Fiscal Agent will next transfer into the Redemption Account of the Special Tax Fund from the Special Tax Fund the amount needed to make the balance in the Redemption Account. For the purpose of assuring that the payment of Sinking Fund Payments on the Bonds will be made when due, at least three Business Days prior to each September 1, the Fiscal Agent will transfer from the Special Tax Fund to the Redemption Account, the amount required to pay the Sinking Fund Payment on the immediately succeeding September 1; provided, however, that to the extent that deposits have been made in the Redemption Account from other sources, the transfer from the Special Tax Fund need not be made and provided, further, that, if amounts in the Redemption Account (exclusive of the Reserve Account) are inadequate to make the foregoing transfer, then the Fiscal Agent shall give notice to the Authority Trustee at least three Business Days prior to such applicable September 1. Moneys so deposited in the Redemption Account will be used and applied by the Fiscal Agent to call and redeem Term Bonds in accordance with the Sinking Fund Payment schedule set forth in Section 4.1(b).

(b) After making the deposits to the Interest Account and the Principal Account of the Special Tax Fund pursuant to Section 3.4 above and to the Redemption Account for Sinking

Fund Payments then due pursuant to subparagraph (a) of this Section, and in accordance with the City's election to call Bonds for optional redemption as set forth in Section 4.1(a), the Fiscal Agent will transfer from the Special Tax Fund and deposit in the Redemption Account moneys available for the purpose and sufficient to pay the principal and the premiums, if any, payable on the Bonds called for optional redemption.

(c) Prepayments of Special Taxes deposited to the Redemption Account will be applied on the redemption date established pursuant to Section 4.1(c) for the use of such Prepayments to the payment of the principal of, premium, and interest on the Bonds to be redeemed with such Prepayments.

(d) Moneys set aside in the Redemption Account will be used solely for the purpose of redeeming Bonds and will be applied on or after the redemption date to the payment of principal of and premium, if any, on the Bonds to be redeemed upon presentation and surrender of such Bonds and in the case of an optional redemption or an extraordinary redemption from Prepayments to pay the interest thereon; provided, however, that in lieu or partially in lieu of such call and redemption, moneys deposited in the Redemption Account, other than Prepayments, may be used to purchase Outstanding Bonds in the manner hereinafter provided. Purchases of Outstanding Bonds may be made by the City at public or private sale as and when and at such prices as the City may in its discretion determine but only at prices (including brokerage or other expenses) not more than par plus accrued interest, plus, in the case of moneys set aside for an optional redemption, the premium applicable at the next following call date according to the premium schedule established pursuant to Section 4.1(a). Any accrued interest payable upon the purchase of Bonds may be paid from the amount reserved in the Interest Account of the Special Tax Fund for the payment of interest on the next following Interest Payment Date.

Section 3.6. Reserved.

Section 3.7. Surplus Fund. After making the transfers required by Sections 3.4, 3.5 and 3.6, as soon as practicable after each September 1, and in any event prior to each October 1, the Fiscal Agent will transfer all remaining amounts in the Special Tax Fund to the Surplus Fund, unless on or prior to such date, it has received a Certificate of an Authorized Representative of the City directing that certain amounts be retained in the Special Tax Fund because the City has assumed such amounts would be available in the Special Tax Fund in calculating the amount of the levy of Special Taxes for such Fiscal Year pursuant to Section 5.2(b).

Moneys deposited in the Surplus Fund will be transferred by the Fiscal Agent at the direction of an Authorized Representative of the City as follows:

(i) to the Interest Account, the Principal Account or the Redemption Account of the Special Tax Fund to pay the principal of, including Sinking Fund Payments, premium, if any, and interest on the Bonds when due in the event that moneys in the Special Tax Fund are insufficient therefor,

(ii) to the City to pay additional Administrative Expenses, and

(iii) for any other lawful purpose of the City.

The amounts in the Surplus Fund are not pledged to the repayment of the Bonds and may be used by the City for any lawful purpose.

Section 3.8. Investments. Moneys held in any of the Funds, Accounts and Subaccounts under this Fiscal Agent Agreement will be invested at the written direction of the City in accordance with the limitations set forth below only in Authorized Investments which will be deemed at all times to be a part of such Funds, Accounts and Subaccounts. Any loss resulting from such Authorized Investments will be credited or charged to the Fund, Account or Subaccount from which such investment was made, and any investment earnings on amounts deposited in the Special Tax Fund and the Surplus Fund, and each Account therein, will be deposited in those respective Funds and Accounts.

Moneys in the Funds, Accounts and Subaccounts held under this Fiscal Agent Agreement may be invested by the Fiscal Agent as directed in writing by the City, from time to time, in Authorized Investments subject to the following restrictions:

(a) Moneys in the Interest Account, the Principal Account, and the Redemption Account of the Special Tax Fund will be invested only in Authorized Investments which will by their terms mature, or in the case of an Investment Agreement are available for withdrawal without penalty, on such dates so as to ensure the payment of principal of, premium, if any, and interest on the Bonds as the same become due.

(b) In the absence of written investment directions from the City, the Fiscal Agent will invest solely in Authorized Investments specified in clause (h) of the definition thereof. The Fiscal Agent will be entitled to rely upon any investment directions from the Authority as conclusive certification to the Fiscal Agent that the investments described therein are so authorized under the laws of the State of California and qualify as Authorized Investments.

The Fiscal Agent will sell, or present for redemption, any Authorized Investment whenever it may be necessary to do so in order to provide moneys to meet any payment or transfer to such Funds and Accounts or from such Funds and Accounts. For the purpose of determining at any given time the balance in any such Funds and Accounts, any such investments constituting a part of such Funds and Accounts will be valued at their cost. In making any valuations hereunder, the Fiscal Agent may utilize such computerized securities pricing services as may be available to it, including, without limitation, those available through its regular accounting system, and conclusively rely thereon. Notwithstanding anything herein to the contrary, the Fiscal Agent will not be responsible for any loss from investments, sales or transfers undertaken in accordance with the provisions of this Fiscal Agent Agreement.

The Fiscal Agent may act as principal or agent in the making or disposing of any investment. The Fiscal Agent may sell, or present for redemption, any Authorized Investment so purchased whenever it will be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such Authorized Investment is credited, and, subject to the provisions of Section 7.4, the Fiscal Agent will not be liable or responsible for any loss resulting from such investment. For investment purposes, the Fiscal Agent may commingle the funds and accounts established hereunder, but will account for each separately.

The City acknowledges that, to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City the right to receive brokerage confirmations of security transactions as they occur, the City specifically waives receipt of such confirmations to

the extent permitted by law. The Fiscal Agent will furnish the City periodic cash transaction statements which include detail for all investment transactions made by the Fiscal Agent hereunder.

Section 3.9. Valuation and Disposition of Investments.

(a) Except as otherwise provided in subsection (b) of this Section, the City covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Agreement, or otherwise containing gross proceeds of the Bonds (within the meaning of section 148 of the Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Agreement or the Code) at Fair Market Value. The Fiscal Agent has no duty in connection with the determination of Fair Market Value other than to follow the investment directions of the City. For purposes of this Section 3.8, the term "Fair Market Value" shall mean the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, or (iii) the investment is a United States Treasury Security -- State and Local Government Series which is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

(b) Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code will be valued at their present value (within the meaning of section 148 of the Code).

ARTICLE IV

REDEMPTION OF BONDS

Section 4.1. Redemption of Bonds.

(a) Optional Redemption.

The Bonds maturing on and before September 1, _____, are not subject to optional redemption prior to maturity. The Bonds maturing on and after September 1, _____, may be redeemed, at the option of the City, from any source of funds on any date on or after September 1, _____, in whole, or in part and by lot, at a redemption price equal to the principal amount to be redeemed, plus accrued interest thereon to the date of redemption, without premium.

Notwithstanding the foregoing, with the redemption price may include a premium if necessary, based on the certificate of an Independent Financial Consultant as set forth in Section 4.6, to redeem the corresponding portion of the Authority Bonds.

In the event the City elects to redeem Bonds as provided above, the City will give written notice to the Fiscal Agent of its election to so redeem, the redemption date and the principal amount of the Bonds to be redeemed. The notice to the Fiscal Agent will be given at least 45 but no more than 90 days prior to the redemption date, or by such later date as is acceptable to the Fiscal Agent, in its sole discretion.

(b) Mandatory Sinking Fund Redemption. The Term Bonds maturing on September 1, _____, are subject to redemption prior to their stated maturity, in part, by lot from amounts deposited into the Redemption Account in the following amounts and on the following dates, at the principal amount thereof on the date fixed for redemption, without premium, but which amounts will be proportionately reduced by the principal amount of all Term Bonds optionally redeemed:

Mandatory Redemption Dates (September 1)	Sinking Fund Payment
---	-------------------------

* Maturity

(c) Extraordinary Redemption. The Bonds are subject to extraordinary redemption as a whole, or in part on a pro rata basis among maturities, on any Interest Payment Date, and will be redeemed by the Fiscal Agent, from Prepayments deposited to the Redemption Account, at a redemption price equal to the principal amount to be redeemed, plus a premium expressed below as a percentage of the principal amount so redeemed, plus accrued interest thereon to the date of redemption.

<u>Redemption Date</u>	<u>Redemption Premium</u>
On or after _____, through _____	3%
September 1, _____ and March 1, _____	2
September 1, _____ and March 1, _____	1
September 1, _____ and thereafter	0

Notwithstanding the foregoing, with the redemption price may include an additional premium if necessary, based on the certificate of an Independent Financial Consultant as set forth in Section 4.6, to redeem the corresponding portion of the Authority Bonds.

The provisions of Section 3.5(d) will govern the City's right to use moneys in the Redemption Account to purchase Bonds rather than redeem Bonds.

Section 4.2. Selection of Bonds for Redemption. If fewer than all of the Bonds Outstanding are to be redeemed, the portion of any Bond of a denomination of more than \$5,000 to be redeemed will be in the principal amount of \$5,000 or an integral multiple thereof. In selecting portions of such Bonds for redemption, the Fiscal Agent will treat such Bonds as representing that number of Bonds of \$5,000 denominations which is obtained by dividing the principal amount of such Bonds to be redeemed in part by \$5,000. The Fiscal Agent will promptly notify the City in writing of the Bonds, or portions thereof, selected for redemption.

Section 4.3. Notice of Redemption. When Bonds are due for redemption under Section 4.1 above, the Fiscal Agent will give notice, in the name of the City, of the redemption of such Bonds. The City may instruct the Fiscal Agent to specify in the redemption notice that such redemption may be subject to receipt of funds sufficient to accomplish the redemption. Such notice of redemption will (a) specify the CUSIP numbers (if any), the bond numbers and the maturity date or dates of the Bonds selected for redemption, except that where all of the Bonds are subject to redemption, or all the Bonds of one maturity, are to be redeemed, the bond numbers of such issue need not be specified; (b) state the date fixed for redemption and surrender of the Bonds to be redeemed; (c) state the redemption price; (d) state the place or places where the Bonds are to be redeemed; (e) in the case of Bonds to be redeemed only in part, state the portion of such Bond which is to be redeemed; (f) state the date of issue of the Bonds as originally issued; (g) state the rate of interest borne by each Bond being redeemed; and (h) state any other descriptive information needed to identify accurately the Bonds being redeemed as will be specified by the Fiscal Agent. Such notice will further state that on the date fixed for redemption, there will become due and payable on each Bond, or portion thereof called for redemption, the principal thereof, together with any premium, and interest accrued to the redemption date, and that from and after such date, interest thereon will cease to accrue and be payable. At least 30 days but no more than 45 days prior to the redemption date, the Fiscal Agent will mail a copy of such notice, by first class mail, postage prepaid, to the respective Owners thereof at their addresses appearing on the Bond Register. The actual receipt by the Owner of any Bond of notice of such redemption will not be a condition precedent to redemption, and neither the failure to receive nor any defect in such notice will affect the validity of the proceedings for the redemption of such Bonds, or the cessation of interest on the redemption date. A certificate by the Fiscal Agent that notice of such redemption has been given as herein provided will be conclusive as against all parties and the Owner will not be entitled to show that he or she failed to receive notice of such redemption.

Any such redemption notice may specify that redemption on the specified date will be subject to receipt by the City of moneys sufficient to cause such redemption, and neither the City nor the Fiscal Agent will have any liability to the Owners or any other party as a result of its failure to redeem the Bonds as a result of insufficient moneys.

In addition to the foregoing notice, further notice will be given by the Fiscal Agent as set out below, but only if the Bonds are not owned by the Authority at the time the notice of redemption is given pursuant to this Section 4.3, provided that no defect in said further notice

nor any failure to give all or any portion of such further notice will in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

At such time as the Bonds are not owned by the Authority, notice of redemption will be sent at least two days before notice of redemption is mailed to the Bondowners pursuant to the first paragraph of this Section by registered or certified mail or overnight delivery service to the Municipal Securities Rulemaking Board.

Upon the payment of the redemption price of any Bonds being redeemed, each check or other transfer of funds issued for such purpose will to the extent practicable bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Section 4.4. Partial Redemption of Bonds. Upon surrender of any Bond to be redeemed in part only, the City will execute and the Fiscal Agent will authenticate and deliver to the Bondowner, at the expense of the City, a new Bond or Bonds of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bonds surrendered, with the same interest rate and the same maturity.

Section 4.5. Effect of Notice and Availability of Redemption Money. Notice of redemption having been duly given, as provided in Section 4.3, and the amount necessary for the redemption having been made available for that purpose and being available therefor on the date fixed for such redemption:

(a) The Bonds, or portions thereof, designated for redemption will, on the date fixed for redemption, become due and payable at the redemption price thereof as provided in this Fiscal Agent Agreement, anything in this Fiscal Agent Agreement or in the Bonds to the contrary notwithstanding;

(b) Upon presentation and surrender thereof at the office of the Fiscal Agent, the redemption price of such Bonds will be paid to the Owners thereof;

(c) As of the redemption date the Bonds, or portions thereof so designated for redemption will be deemed to be no longer Outstanding and such Bonds, or portions thereof, will cease to bear further interest; and

(d) As of the date fixed for redemption no Owner of any of the Bonds or portions thereof so designated for redemption will be entitled to any of the benefits of this Fiscal Agent Agreement, or to any other rights, except with respect to payment of the redemption price and interest accrued to the redemption date from the amounts so made available.

Section 4.6. Certification of Independent Financial Consultant. The City will not be authorized to redeem Bonds pursuant to Section 4.1(a) or 4.1(c) unless it has provided the Fiscal Agent with a certificate of an Independent Financial Consultant to the effect that the proposed redemption, assuming a corresponding redemption of the Authority Bonds, and assuming continuing payment of Special Taxes by property owners not then in default, will not adversely impact the availability of Revenues (as defined in the Authority Indenture) in an amount sufficient to pay debt service on the Authority Bonds, as scheduled. In the event the Independent Financial Consultant is unable to provide such certificate, the redemption premium will be the amount that will be sufficient to enable the Independent Financial Consultant to deliver the required certificate.

ARTICLE V

COVENANTS AND WARRANTY

Section 5.1. Warranty. The City will preserve and protect the security pledged hereunder to the Bonds against all claims and demands of all persons.

Section 5.2. Covenants. So long as any of the Bonds issued hereunder are Outstanding and unpaid, the City makes the following covenants with the Bondowners under the provisions of the Act and this Fiscal Agent Agreement (to be performed by the City or its proper officers, agents or employees), which covenants are necessary and desirable to secure the Bonds and tend to make them more marketable; provided, however, that said covenants do not require the City to expend any funds or moneys other than the Special Taxes and other amounts deposited to the Special Tax Fund.

(a) Punctual Payment; Against Encumbrances. The City covenants that it will receive all Special Taxes in trust for the Owners and will instruct the Finance Director to deposit all Special Taxes in a distinct account of the City immediately upon their apportionment to the City, and the City will have no beneficial right or interest in the amounts so deposited except as provided by this Fiscal Agent Agreement. All such Special Taxes will be disbursed, allocated and applied solely to the uses and purposes set forth herein, and will be accounted for separately and apart from all other money, funds, accounts or other resources of the City. The City may semi-annually transfer from the Special Taxes so held an amount equal to one-half of the Administrative Expenses Cap as necessary to make timely payment of Administrative Expenses.

Not later than three (3) Business Days prior to each Interest Payment Date, the Finance Director shall withdraw an amount of Net Taxes from the account in which they are held and transfer to the Fiscal Agent for deposit in the respective accounts of the Special Tax Fund an amount, taking into account any amounts then on deposit in the respective accounts of the Special Tax Fund, such that the amount in the Interest Account, Principal Account and Redemption Account equals the principal, premium, if any, and interest due, and sinking fund payments, if any, on the Bonds on the next Interest Payment Date. At such time as deposits to the Special Tax Fund equal the principal, premium, sinking fund payments, if any, and interest becoming due on the Bonds for the current Bond Year, the amount in the Special Tax Fund in excess of such amount shall be available to the City to pay Administrative Expenses in excess of the Administrative Expense Cap; provided, however, that as soon as practicable after the receipt by the City of any prepayments of Special Taxes, but no later than ten (10) Business Days after such receipt, the City shall transfer such prepayments to the Fiscal Agent for deposit into the respective accounts of the Special Tax Fund to be used for the redemption of Bonds.

The City covenants that it will duly and punctually pay or cause to be paid the principal of and interest on every Bond issued hereunder, together with the premium, if any, thereon on the date, at the place and in the manner set forth in the Bonds and in accordance with this Fiscal Agent Agreement to the extent that Net Taxes and other amounts pledged hereunder are available therefor, and that the payments into the Funds and Accounts created hereunder will be made, all in strict conformity with the terms of the Bonds and this Fiscal Agent Agreement, and that it will faithfully observe and perform all of the conditions, covenants and requirements of this Fiscal Agent Agreement and of the Bonds issued hereunder.

The City will not mortgage or otherwise encumber, pledge or place any charge upon any of the Net Taxes except as provided in this Fiscal Agent Agreement, and will not issue any obligation or security having a lien or charge upon the Net Taxes superior to or on a parity with the Bonds (except parity bonds may be issued to refund a portion of the Bonds). Nothing herein will prevent the City from issuing or incurring indebtedness which is payable from a pledge of Net Taxes which is subordinate in all respects, including security and payment, to the pledge and payment of Net Taxes to repay the Bonds.

(b) Levy of Special Tax. The City will comply with all requirements of the Act so as to assure the timely collection of Gross Taxes, including without limitation, the enforcement of delinquent Special Taxes.

(i) *Processing.* On or within five (5) Business Days of each June 1, the Fiscal Agent will provide the Finance Director with a notice stating the amount then on deposit in the Special Tax Fund and the other funds and accounts held by the Fiscal Agent under the Fiscal Agent Agreement and informing the City that the Special Taxes need to be levied under the Ordinance as necessary to provide for the Special Tax Requirement (as defined in clause (iv) below). The receipt of or failure to receive such notice by the Finance Director will in no way affect the obligations of the Finance Director under the following two paragraphs and the Fiscal Agent will not be liable for failure to provide such notice to the Finance Director. Upon receipt of such notice, the Finance Director will communicate with the Auditor to ascertain the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits or combinations during the preceding and then current year.

(ii) *Levy.* The Finance Director will effect the levy of the Special Taxes each Fiscal Year in accordance with the Ordinance by each August 1 that the Bonds are outstanding, or otherwise such that the computation of the levy is complete before the final date on which the Auditor will accept the transmission of the Special Tax amounts for the parcels within the CFD for inclusion on the next real property tax roll. Upon the completion of the computation of the amounts of the levy, the Finance Director will prepare or cause to be prepared, and will transmit to the Auditor, such data as the Auditor requires to include the levy of the Special Taxes on the next real property tax roll.

(iii) *Computation.* The Finance Director will fix and levy the amount of Special Taxes within the CFD in an amount sufficient, together with other amounts on deposit in the Special Tax Fund and available for such purpose, to pay (A) the principal of and interest on the Bonds when due, (B) the Administrative Expenses, including amounts necessary to discharge any rebate obligation, during such year and (C) any amounts required to replenish the Reserve Fund established for the Authority Bonds or pay an issuer of a reserve fund surety (the “**Special Tax Requirement**”), taking into account the balances in such funds and in the Special Tax Fund. The Special Taxes so levied will not exceed the authorized amounts as provided in the proceedings under the Resolution of Formation.

(iv) *Collection.* The Special Taxes will be payable and be collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable, and have the same priority, become delinquent at the same time and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the ad valorem taxes on real property.

(c) Commence Foreclosure Proceedings. Under the Act, the City hereby covenants with and for the benefit of the Owners of the Bonds that it will order, and cause to be commenced as hereinafter provided, and thereafter diligently prosecute to judgment (unless such delinquency is theretofore brought current), an action in the superior court to foreclose the lien of any Special Tax or installment thereof not paid when due as provided in the following two paragraphs. The Finance Director will notify the City Attorney of any such delinquency of which the Finance Director is aware, and the City Attorney will commence, or cause to be commenced, such proceedings.

On or about October 1 of each Fiscal Year, the Finance Director will compare the amount of Special Taxes theretofore levied in the prior Fiscal Year in the CFD to the amount of Gross Taxes theretofore received by the City, and:

(i) *Individual Delinquencies.* If the Finance Director determines that any single parcel subject to the Special Tax in the CFD is delinquent in the payment of Special Taxes in the aggregate amount of \$3,000 or more, then the Finance Director will send or cause to be sent a notice of delinquency (and a demand for immediate payment thereof) to the property owner within 60 days of such determination, and (if the delinquency remains uncured) foreclosure proceedings will be commenced by the City within 120 days of such determination.

(ii) *Aggregate Delinquencies.* If the Finance Director determines that the total amount of delinquent Special Tax for the prior Fiscal Year for the entire CFD (including the total of delinquencies under subsection (i) above), exceeds 5% of the total Special Tax due and payable for the prior Fiscal Year, the City will notify or cause to be notified property owners who are then delinquent in the payment of Special Taxes (and demand immediate payment of the delinquency) within 60 days of such determination, and will commence foreclosure proceedings within 120 days of such determination against each parcel of land in the CFD with a Special Tax delinquency.

Notwithstanding the foregoing, the City may determine not to initiate foreclosure proceedings if (a) the amount in the Reserve Fund for the Authority Bonds is equal to the Reserve Requirement for the Authority Bonds, and (b) there have been no defaults in the payment of debt service on the Bonds.

(d) Payment of Claims. The City will pay and discharge any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien or charge upon the Net Taxes or other funds in the Special Tax Fund, or which might impair the security of the Bonds then Outstanding; provided that nothing herein contained will require the City to make any such payments so long as the City in good faith will contest the validity of any such claims.

(e) Books and Accounts. The City will keep proper books of records and accounts, separate from all other records and accounts of the City, in which complete and correct entries will be made of all transactions relating to the Project, the levy of the Special Tax and the deposits to the Special Tax Fund. Such books of records and accounts will at all times during business hours be subject to the inspection of the Fiscal Agent or of the Owners of not less than 10% of the principal amount of the Bonds then Outstanding or their representatives authorized in writing.

(f) Maintenance of Special Taxes. The City covenants and agrees to not consent to or conduct proceedings with respect to a reduction in the Special Taxes that may be levied in the CFD below an amount, for any Fiscal Year, equal to 110% of the aggregate of the debt service due and payable with respect to the Bonds in such Fiscal Year, plus 100% of the City's reasonable estimate of Administrative Expenses for such Fiscal Year; provided, however, that the City may at any time reduce the Special Taxes to the extent that the amount of Special Taxes that would result from levying the Special Taxes at such maximum amounts would result in an amount of Special Taxes in excess of the amount required to comply with such covenant.

(g) Covenants to Defend. The City covenants that, in the event that any initiative is adopted by the qualified electors in the CFD which purports to reduce the minimum or the maximum Special Tax below the levels specified in Section 5.2(f) above or to limit the power of the City to levy the Special Taxes for the purposes set forth in Section 5.2(b) above, it will commence and pursue legal action in order to preserve its ability to comply with such covenants.

(i) Limitation on Right to Tender Bonds. The City hereby covenants that it will not adopt any policy pursuant to Section 53341.1 of the Act permitting the tender of Bonds in full payment or partial payment of any Special Taxes unless the City will have first received a certificate from an Independent Financial Consultant that the acceptance of such a tender will not result in the City having insufficient Net Taxes to pay the principal of and interest on the Bonds when due.

(j) Further Assurances. The City will make, execute and deliver any and all such further agreements, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Fiscal Agent Agreement and for the better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this Fiscal Agent Agreement.

(k) Tax Covenants. The City covenants as follows:

(i) *Private Activity Bond Limitation.* The City will assure that the proceeds of the Bonds are not so used as to cause the Authority Bonds to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(c) of the Code.

(ii) *Federal Guarantee Prohibition.* The City will not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Authority Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code.

(iii) *Rebate Requirement.* The City will take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Authority Bonds.

(iv) *No Arbitrage.* The City will not take, or permit or suffer to be taken by the Fiscal Agent or otherwise, any action with respect to the proceeds of the Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Bonds would have caused the Authority Bonds to be "arbitrage bonds" within the meaning of section 148 of the Code.

(v) *Maintenance of Tax-Exemption.* The City will take all actions necessary to assure the exclusion of interest on the Authority Bonds from the gross income of the Owners of the Authority Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Authority Bonds. In addition, the City will not take any action or fail to take any action if the action or failure adversely affect the exclusion of interest on the Prior Bonds from the gross income of the owners of the Prior Bonds to the same extent as such interest was permitted to be excluded from gross income for federal income tax purposes on the date of issuance of the Prior Bonds.

(vi) *Record Retention.* The City will retain its records of all accounting and monitoring it carries out with respect to the Bonds for at least 3 years after the Bonds mature or are redeemed (whichever is earlier); however, if the Bonds are redeemed and refunded, the City will retain its records of accounting and monitoring at least 3 years after the earlier of the maturity or redemption of the obligations that refunded the Bonds.

(vii) *Compliance with Tax Certificate.* The City will comply with the provisions of the Tax Certificate and the Use of Proceeds Certificate with respect to the Bonds, which are incorporated herein as if fully set forth herein. The covenants of this Section will survive payment in full or defeasance of the Bonds.

(l) Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Fiscal Agent Agreement, failure of the City to comply with the Continuing Disclosure Certificate will not be considered an Event of Default; however, the Original Purchaser of the Authority Bonds and any holder or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

(m) State Reporting Requirements. The following requirements will apply to the Bonds, in addition to those requirements under the preceding clause (l):

(i) *Annual Reporting.* Not later than October 30 of each calendar year, beginning with the October 30 first succeeding the date of the Bonds, and in each calendar year thereafter until the October 30 following the final maturity of the Bonds, the Finance Director will cause the following information to be supplied to CDIAC: (i) the principal amount of the Bonds Outstanding; (ii) the balance in a reserve fund or account (if applicable); (iii) the amount of any capitalized interest funded from the proceeds of the Bonds and the amount thereof used for payment of the Bonds; (iv) the number of parcels in the CFD which are delinquent in the payment of Special Taxes, the amount of each delinquency, the length of time delinquent and when foreclosure was commenced for each delinquent parcel; (v) the balance in the Improvement Fund, if applicable; and (vi) the assessed value of all parcels in the CFD subject to the levy of the Special Taxes as shown in most recent equalized roll. The annual reporting will be made using such form or forms as may be prescribed by CDIAC.

(ii) *Other Reporting.* If at any time the Fiscal Agent fails to pay principal and interest due on any scheduled payment date for the Bonds, or if funds are withdrawn from a reserve fund or account (if applicable) to pay principal and interest on the Bonds, the Fiscal Agent will notify the Finance Director of such failure or withdrawal in writing.

The Finance Director will notify CDIAC and the Original Purchaser of the Authority Bonds of such failure or withdrawal within 10 days of such failure or withdrawal.

(iii) *Amendment.* The reporting requirements of this clause (m) may be amended from time to time, without action by the City or the Fiscal Agent, to reflect any amendments to Section 53359.5(b) or Section 53359.5(c) of the Act. The Finance Director will provide the Fiscal Agent with a copy of any such amendment. Notwithstanding the foregoing, any such amendment will not, in itself, affect the City's obligations under Section 4 of the Continuing Disclosure Certificate.

(iv) *No Liability.* None of the City and its officers, agents and employees, the Finance Director or the Fiscal Agent will be liable for any inadvertent error in reporting the information required by this clause (m).

ARTICLE VI

AMENDMENTS TO FISCAL AGENT AGREEMENT

Section 6.1. Supplemental Agreements or Orders Not Requiring Bondowner Consent. The City may from time to time, and at any time, without notice to or consent of any of the Bondowners, adopt Supplemental Agreements for any of the following purposes:

(a) to cure any ambiguity, to correct or supplement any provisions herein which may be inconsistent with any other provision herein, or to make any other provision with respect to matters or questions arising under this Fiscal Agent Agreement or in any additional resolution or order, provided that such action is not materially adverse to the interests of the Bondowners;

(b) to add to the covenants and agreements of and the limitations and the restrictions upon the City contained in this Fiscal Agent Agreement, other covenants, agreements, limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this Fiscal Agent Agreement as theretofore in effect or which further secure Bond payments;

(c) to provide for the issuance of any parity bonds to refund a portion of the Bonds, and to provide the terms and conditions under which such bond may be issued, subject to and in accordance with the provisions of this Fiscal Agent Agreement;

(d) to modify, amend or supplement this Fiscal Agent Agreement in such manner as to permit the qualification under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute, and which will not materially adversely affect the interests of the Owners of the Bonds then Outstanding; or

(e) to modify, alter or amend the rate and method of apportionment of the Special Taxes in any manner so long as such changes do not reduce the maximum Special Taxes that may be levied in each year on property within the CFD to an amount which is less than 110% of the principal and interest due in each corresponding future Bond Year plus Administrative Expenses with respect to the Bonds Outstanding as of the date of such amendment; or

(f) to modify, alter, amend or supplement this Fiscal Agent Agreement in any other respect which is not materially adverse to the Bondowners; or

(g) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Authority Bonds.

Section 6.2. Supplemental Agreements or Orders Requiring Bondowner Consent. Exclusive of the Supplemental Agreements described in Section 6.1, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding will have the right to consent to and approve the adoption by the City of such Supplemental Agreements as will be deemed necessary or desirable by the City for the purpose of waiving, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Fiscal Agent Agreement; provided, however, that nothing herein will permit, or be construed as permitting, (a) an extension of the maturity date of the principal, or the payment date of interest on, any Bond, (b) a reduction in the principal amount of, or redemption premium on, any

Bond or the rate of interest thereon, (c) a preference or priority of any Bond over any other Bond, or (d) a reduction in the aggregate principal amount of the Bonds the Owners of which are required to consent to such Supplemental Agreement, without the consent of the Owners of all Bonds then Outstanding.

If at any time the City will desire to adopt a Supplemental Agreement, which pursuant to the terms of this Section will require the consent of the Bondowners, the City will so notify the Fiscal Agent and will deliver to the Fiscal Agent a copy of the proposed Supplemental Agreement. The Fiscal Agent will, at the expense of the City, cause notice of the proposed Supplemental Agreement to be mailed, by first class mail, postage prepaid, to all Bondowners at their addresses as they appear in the Bond Register. Such notice will briefly set forth the nature of the proposed Supplemental Agreement and will state that a copy thereof is on file at the office of the Fiscal Agent for inspection by all Bondowners. The failure of any Bondowners to receive such notice will not affect the validity of such Supplemental Agreement when consented to and approved by the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding as required by this Section. Whenever at any time within one year after the date of the first mailing of such notice, the Fiscal Agent will receive an instrument or instruments purporting to be executed by the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding, which instrument or instruments will refer to the proposed Supplemental Agreement described in such notice, and will specifically consent to and approve the adoption thereof by the City substantially in the form of the copy referred to in such notice as on file with the Fiscal Agent, such proposed Supplemental Agreement, when duly adopted by the City, will thereafter become a part of the proceedings for the issuance of the Bonds. In determining whether the Owners of a majority of the aggregate principal amount of the Bonds have consented to the adoption of any Supplemental Agreement, Bonds which are owned by the City or by any person directly or indirectly controlling or controlled by or under the direct or indirect common control with the City, will be disregarded and will be treated as though they were not Outstanding for the purpose of any such determination.

Upon the adoption of any Supplemental Agreement and the receipt of consent to any such Supplemental Agreement from the Owners of not less than a majority in aggregate principal amount of the Outstanding Bonds in instances where such consent is required pursuant to the provisions of this section, this Fiscal Agent Agreement will be, and will be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Fiscal Agent Agreement of the City and all Owners of Outstanding Bonds will thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

Section 6.3. Notation of Bonds; Delivery of Amended Bonds. After the effective date of any action taken as hereinabove provided, the City may determine that the Bonds may bear a notation, by endorsement in form approved by the City, as to such action, and in that case upon demand of the Owner of any Outstanding Bond at such effective date and presentation of his Bond for the purpose at the office of the Fiscal Agent or at such additional offices as the Fiscal Agent may select and designate for that purpose, a suitable notation as to such action will be made on such Bonds. If the City will so determine, new Bonds so modified as, in the opinion of the City, will be necessary to conform to such action will be prepared and executed, and in that case upon demand of the Owner of any Outstanding Bond at such effective date such new Bonds will be exchanged at the office of the Fiscal Agent or at such additional offices as the Fiscal Agent may select and designate for that purpose, without cost to each Owner of Outstanding Bonds, upon surrender of such Outstanding Bonds.

ARTICLE VII

FISCAL AGENT

Section 7.1. Fiscal Agent. The Bank of New York Mellon Trust Company, N.A. will be the Fiscal Agent for the Bonds unless and until another Fiscal Agent is appointed by the City hereunder. The City may, at any time, appoint a successor Fiscal Agent satisfying the requirements of Section 7.2 below for the purpose of receiving all money which the City is required to deposit with the Fiscal Agent hereunder and to allocate, use and apply the same as provided in this Fiscal Agent Agreement.

The Fiscal Agent is hereby authorized to and will mail by first class mail, postage prepaid, or wire transfer in accordance with Section 2.5 above, interest payments to the Bondowners, to select Bonds for redemption, and to maintain the Bond Register. The Fiscal Agent is hereby authorized to pay the principal of and premium, if any, on the Bonds when the same are duly presented to it for payment at maturity or on call and redemption, to provide for the registration of transfer and exchange of Bonds presented to it for such purposes, to provide for the cancellation of Bonds all as provided in this Fiscal Agent Agreement, and to provide for the authentication of Bonds, and will perform all other duties assigned to or imposed on it as provided in this Fiscal Agent Agreement. The Fiscal Agent will keep accurate records of all funds administered by it and all Bonds paid, discharged and cancelled by it.

The Fiscal Agent is hereby authorized to redeem the Bonds when duly presented for payment at maturity, or on redemption prior to maturity. The Fiscal Agent will cancel all Bonds upon payment thereof in accordance with the provisions of Section 9.4.

The City will from time to time, subject to any agreement between the City and the Fiscal Agent then in force, pay to the Fiscal Agent compensation for its services, reimburse the Fiscal Agent for all its advances and expenditures, including, but not limited to, advances to and fees and expenses of independent accountants or counsel employed by it in the exercise and performance of its powers and duties hereunder, and indemnify and save the Fiscal Agent, its officers, directors, employees and agents, harmless against costs, claims, expenses (including legal fees and expenses) and liabilities, including, without limitation, fees and expenses of its attorneys, not arising from its own negligence or willful misconduct which it may incur in the exercise and performance of its powers and duties hereunder. The foregoing obligation of the City to indemnify the Fiscal Agent will survive the removal or resignation of the Fiscal Agent or the discharge of the Bonds.

Section 7.2. Removal of Fiscal Agent. The City may, with the consent of the Insurer, at any time at its sole discretion remove the Fiscal Agent initially appointed, and any successor thereto, by delivering to the Fiscal Agent a written notice of its decision to remove the Fiscal Agent and may appoint a successor or successors thereto; provided that any such successor will be a bank, national banking association or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least \$75,000,000, and subject to supervision or examination by federal or state authority. Any removal will become effective only upon acceptance of appointment by the successor Fiscal Agent. If any bank, national banking association or trust company appointed as a successor publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this section the combined capital and surplus of such bank, national banking association or trust company will be deemed to be its combined capital

and surplus as set forth in its most recent report of condition so published. Any removal of the Fiscal Agent and appointment of a successor Fiscal Agent will become effective only upon acceptance of appointment by the successor Fiscal Agent and notice being sent by the successor Fiscal Agent to the Bondowners of the successor Fiscal Agent's identity and address.

Section 7.3. Resignation of Fiscal Agent. The Fiscal Agent may at any time resign by giving written notice to the City and by giving to the Owners notice of such resignation, which notice will be mailed to the Owners at their addresses appearing in the registration books in the office of the Fiscal Agent. Upon receiving such notice of resignation, the City will promptly appoint a successor Fiscal Agent satisfying the criteria in Section 7.2 above by an instrument in writing. Any resignation or removal of the Fiscal Agent and appointment of a successor Fiscal Agent will become effective only upon acceptance of appointment by the successor Fiscal Agent.

If no appointment of a successor Fiscal Agent will be made pursuant to the foregoing provisions of this Section within forty-five (45) days after the Fiscal Agent will have given to the City written notice or after a vacancy in the office of the Fiscal Agent will have occurred by reason of its inability to act, the Fiscal Agent or any Bond Owner may apply to any court of competent jurisdiction to appoint a successor Fiscal Agent. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Fiscal Agent.

Section 7.4. Liability of Fiscal Agent. The recitals of fact and all promises, covenants and agreements contained herein and in the Bonds will be taken as statements, promises, covenants and agreements of the City, and the Fiscal Agent assumes no responsibility for the correctness of the same and makes no representations as to the validity or sufficiency of this Fiscal Agent Agreement, the Bonds, and will incur no responsibility in respect thereof, other than in connection with its duties or obligations specifically set forth herein, in the Bonds, or in the certificate of authentication assigned to or imposed upon the Fiscal Agent. The Fiscal Agent will be under no responsibility or duty with respect to the issuance of the Bonds for value. The Fiscal Agent will not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct.

The Fiscal Agent will be protected in acting upon any notice, resolution, request, consent, order, certificate, facsimile transmission, electronic mail, report, Bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Fiscal Agent may consult with counsel, who may be counsel to the City, with regard to legal questions, and the opinion of such counsel will be full and complete authorization and protection in respect of any action taken or suffered hereunder in good faith and in accordance therewith.

The Fiscal Agent will not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto satisfactorily established, if disputed.

Whenever in the administration of its duties under this Fiscal Agent Agreement the Fiscal Agent will deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Fiscal Agent, be deemed to be conclusively proved and established by a written certificate of the City, and such certificate will be full warrant to the Fiscal Agent for any action taken or suffered under the provisions of this Fiscal Agent Agreement upon the faith thereof, but in its discretion the

Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

The Fiscal Agent will have no duty or obligation whatsoever to enforce the collection of Special Taxes or other funds to be deposited with it hereunder, or as to the correctness of any amounts received, but its liability will be limited to the proper accounting for such funds as it will actually receive. No provision in this Fiscal Agent Agreement will require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of its rights or powers.

The Fiscal Agent will not be deemed to have knowledge of any default or event of default until an officer at the Fiscal Agent's corporate trust office responsible for the administration of its duties hereunder will have actual knowledge thereof or the Fiscal Agent will have received written notice thereof at its corporate trust office.

The Fiscal Agent will not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Fiscal Agent.

The Fiscal Agent agrees to accept and act upon instructions or directions pursuant to this Fiscal Agent Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Fiscal Agent will have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate will be amended and replaced whenever a person is to be added or deleted from the listing. If the Authority or the City elects to give the Fiscal Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Fiscal Agent acts upon such instructions, the Fiscal Agent's understanding of such instructions will be deemed controlling. The Fiscal Agent will not be liable for any losses, costs or expenses arising directly or indirectly from the Fiscal Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction.

The permissive right of the Fiscal Agent to do things enumerated in this Fiscal Agent Agreement will not be construed as a duty and it will not be answerable for other than its negligence or willful misconduct.

The Fiscal Agent may execute any of the trusts or powers and perform the duties required of it hereunder either directly or by or through attorneys or agents and will not be liable for the acts or omissions of such attorneys or agents appointed with due care.

The Fiscal Agent will not be concerned with or accountable to anyone for the subsequent use or application of any moneys which will be released or withdrawn in accordance with the provisions.

The Fiscal Agent will have no responsibility or liability with respect to any information, statements or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of these Bonds.

The Fiscal Agent will be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request, order or direction of any of the Owners pursuant to the provisions of this Indenture unless such Owners will have offered to the Fiscal Agent reasonable security or indemnity against the costs, expenses and liabilities which may be incurred therein or thereby.

Section 7.5. Merger or Consolidation. Any company into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it will be a party or any company to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, will be the successor to the Fiscal Agent without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

ARTICLE VIII

DEFEASANCE AND ADDITIONAL BONDS

Section 8.1. Defeasance. If the City will pay or cause to be paid, or there will otherwise be paid, to the Owner of an Outstanding Bond the interest due thereon and the principal thereof, at the times and in the manner stipulated in this Fiscal Agent Agreement or any Supplemental Agreement, then the Owner of such Bond will cease to be entitled to the pledge of Net Taxes, and, other than as set forth below, all covenants, agreements and other obligations of the City to the Owner of such Bond under this Fiscal Agent Agreement will thereupon cease, terminate and become void and be discharged and satisfied. In the event of a defeasance of all Outstanding Bonds pursuant to this Section, the Fiscal Agent will execute and deliver to the City all such instruments as may be desirable to evidence such discharge and satisfaction, and the Fiscal Agent will pay over or deliver to the City's general fund all money or securities held by it pursuant to this Fiscal Agent Agreement which are not required for the payment of the principal of, premium, if any, and interest due on such Bonds.

So long as the Authority Bonds are insured by the Insurer, the provisions of Section 3.6A(I) shall also apply to defeasance of the Bonds and in the event of any conflict among Section 3.6A and Section 8.1, the provisions of Section 3.6A shall apply.

Any Outstanding Bond will be deemed to have been paid within the meaning expressed in the first paragraph of this Section if such Bond is paid in any one or more of the following ways:

(a) by paying or causing to be paid the principal of, premium, if any, and interest on such Bond, as and when the same become due and payable;

(b) by depositing with the Fiscal Agent, in trust, at or before maturity, money which, together with the amounts then on deposit in the Special Tax Fund and available for such purpose, is fully sufficient to pay the principal of, premium, if any, and interest on such Bond, as and when the same will become due and payable; or

(c) by depositing with the Fiscal Agent or another escrow bank appointed by the City, in trust, Federal Securities, in which the City may lawfully invest its money, in such amount as will be sufficient, together with the interest to accrue thereon and moneys then on deposit in the Special Tax Fund and available for such purpose, together with the interest to accrue thereon, to pay and discharge the principal of, premium, if any, and interest on such Bond, as and when the same will become due and payable;

then, at the election of the City, and notwithstanding that any Outstanding Bonds will not have been surrendered for payment, all obligations of the City under this Fiscal Agent Agreement and any Supplemental Agreement with respect to such Bond will cease and terminate, except for the obligation of the Fiscal Agent to pay or cause to be paid to the Owners of any such Bond not so surrendered and paid, all sums due thereon. Notice of such election will be filed with the Fiscal Agent not fewer than ten days prior to the proposed defeasance date, or such shorter period of time as may be acceptable to the Fiscal Agent. In connection with a defeasance under (b) or (c) above, there will be provided to the City a verification report from an independent nationally recognized certified public accountant stating its opinion as to the sufficiency of the moneys or securities deposited with the Fiscal Agent or the escrow bank to pay and discharge the principal

of, premium, if any, and interest on all Outstanding Bonds to be defeased in accordance with this Section, as and when the same will become due and payable, and an opinion of Bond Counsel (which may rely upon the opinion of the certified public accountant) to the effect that the Bonds being defeased have been legally defeased in accordance with this Fiscal Agent Agreement and any applicable Supplemental Agreement.

Upon a defeasance, the Fiscal Agent, upon request of the City, will release the rights of the Owners of such Bonds which have been defeased under this Fiscal Agent Agreement and any Supplemental Agreement and execute and deliver to the City all such instruments as may be desirable to evidence such release, discharge and satisfaction. In the case of a defeasance hereunder of all Outstanding Bonds, the Fiscal Agent will pay over or deliver to the City any funds held by the Fiscal Agent at the time of a defeasance, which are not required for the purpose of paying and discharging the principal of or interest on the Bonds when due. The Fiscal Agent will, at the written direction of the City, mail, first class, postage prepaid, a notice to the Bondowners whose Bonds have been defeased, in the form directed by the City, stating that the defeasance has occurred.

Defeasance will be accomplished only with an irrevocable deposit in escrow of certain investments referred to in this section. Further substitutions of securities in the escrow are not permitted. The deposit in the escrow must be sufficient, without reinvestment, to pay all principal and interest as scheduled on the Bonds to and including the date of redemption. Any security used for defeasance must provide for the timely payment of principal and interest and cannot be callable or prepayable prior to maturity or earlier redemption of the rated debt (excluding securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date).

Section 8.2. No Additional Indebtedness. The City covenants not to issue additional obligations secured by a pledge of the Net Taxes equally and ratably with Bonds, except that the City may issue bonds secured on parity with the Bonds to refund a portion of the Bonds.

ARTICLE IX

MISCELLANEOUS

Section 9.1. Remedies of Bondowners. Any Bondowner shall have the right for the equal benefit and protection of the Insurer and all Bondowners similarly situated:

(a) by mandamus or other suit or proceeding at law or in equity to enforce its rights against the City, or any of the officers or employees of the City, and to compel the City, or any such officers or employees to perform and carry out their duties under the Act and the agreements and covenants with the Bondowners contained herein;

(b) by suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Bondowners; or;

(c) by suit in equity upon the nonpayment of the Bonds to require the City or its officers and employees to account as the trustee of an express trust.

Section 9.2. Non-Waiver. Nothing herein or in the Bonds shall affect or impair the obligation of the City, which is absolute and unconditional, to pay the interest on and principal of and redemption premiums, if any, on the Bonds to the respective Bondowners of the Bonds at the respective dates of maturity or upon redemption prior to maturity as provided herein from the proceeds of the Special Tax and the other funds as provided herein, or shall affect or impair the right of such Bondowners, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied herein and in the Bonds.

A waiver of any default or breach of duty or contract by any Bondowner shall not affect any subsequent default or breach of duty or contract and shall not impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by any Bondowner to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right and remedy conferred upon the Bondowners by the Act or hereby may be enforced and exercised from time to time and as often as shall be deemed expedient by the Bondowners.

If any action, proceeding or suit to enforce any right or exercise any remedy is abandoned or determined adversely to any Bondowner, the City and such Bondowner shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Section 9.3. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Bondowners or the Insurer is intended to be exclusive of any other remedy, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be exercised without exhausting and without regard to any other remedy conferred by the Act or any other law.

Section 9.4. Cancellation of Bonds. All Bonds surrendered to the Fiscal Agent for payment upon maturity or for redemption will be upon payment therefor, and any Bond purchased by the City as authorized herein and delivered to the Fiscal Agent for such purpose

will be, cancelled forthwith and will not be reissued. The Fiscal Agent will destroy such Bonds, as provided by law, and, upon request of the City, furnish to the City a certificate of such destruction.

Section 9.5. Execution of Documents and Proof of Ownership. Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Fiscal Agent Agreement to be signed or executed by Bondowners may be in any number of concurrent instruments of similar tenor may be signed or executed by such Owners in person or by their attorneys appointed by an instrument in writing for that purpose, or by the bank, trust company or other depository for such Bonds. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, and of the ownership of Bonds will be sufficient for the purposes of this Fiscal Agent Agreement (except as otherwise herein provided), if made in the following manner:

(a) The fact and date of the execution by any Owner or his or her attorney of any such instrument and of any instrument appointing any such attorney, may be proved by a signature guarantee of any bank or trust company located within the United States of America. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such signature guarantee will also constitute sufficient proof of his authority.

(b) As to any Bond, the person in whose name the same will be registered in the Bond Register will be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bond, and the interest thereon, will be made only to or upon the order of the registered Owner thereof or his or her legal representative. All such payments will be valid and effectual to satisfy and discharge the liability upon such Bond and the interest thereon to the extent of the sum or sums to be paid. Neither the City nor the Fiscal Agent will be affected by any notice to the contrary.

Nothing contained in this Fiscal Agent Agreement will be construed as limiting the Fiscal Agent or the City to such proof, it being intended that the Fiscal Agent or the City may accept any other evidence of the matters herein stated which the Fiscal Agent or the City may deem sufficient. Any request or consent of the Owner of any Bond will bind every future Owner of the same Bond in respect of anything done or suffered to be done by the Fiscal Agent or the City in pursuance of such request or consent.

Section 9.6. Unclaimed Moneys. Anything in this Fiscal Agent Agreement to the contrary notwithstanding, any money held by the Fiscal Agent or the Fiscal Agent in trust for the payment and discharge of any of the Outstanding Bonds which remain unclaimed for two years after the date when such Outstanding Bonds have become due and payable, if such money was held by the Fiscal Agent or the Fiscal Agent at such date, or for two years after the date of deposit of such money if deposited with the Fiscal Agent or the Fiscal Agent after the date when such Outstanding Bonds become due and payable, will be repaid by the Fiscal Agent or the Fiscal Agent to the City, as its absolute property and free from trust, and the Fiscal Agent or the Fiscal Agent will thereupon be released and discharged with respect thereto and the Owners will look only to the City for the payment of such Outstanding Bonds; provided, however, that, before being required to make any such payment to the City, the Fiscal Agent at the written request of the City or the Fiscal Agent will, at the expense of the City, cause to be mailed by first-class mail, postage prepaid, to the registered Owners of such Outstanding Bonds at their addresses as they appear on the registration books of the Fiscal Agent a notice that said money remains unclaimed and that, after a date named in said notice, which date will not be fewer than

30 days after the date of the mailing of such notice, the balance of such money then unclaimed will be returned to the City.

Section 9.7. Provisions Constitute Contract. The provisions of this Fiscal Agent Agreement will constitute a contract between the City and the Bondowners and the provisions will be construed in accordance with the laws of the State of California.

In case any suit, action or proceeding to enforce any right or exercise any remedy will be brought or taken and, should said suit, action or proceeding be abandoned, or be determined adversely to the Bondowners or the Fiscal Agent, then the City, the Fiscal Agent and the Bondowners will be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

After the issuance and delivery of the Bonds this Fiscal Agent Agreement will be irrevocable, but will be subject to modifications to the extent and in the manner provided in this Fiscal Agent Agreement, but to no greater extent and in no other manner.

Section 9.8. Future Contracts. Nothing herein contained will be deemed to restrict or prohibit the City from making contracts or creating bonded or other indebtedness payable from a pledge of the Net Taxes which is subordinate to the pledge hereunder, or which is payable from the general fund of the City or from taxes or any source other than the Net Taxes and other amounts pledged hereunder.

Section 9.9. Further Assurances. The City will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Fiscal Agent Agreement, and for the better assuring and confirming unto the Owners of the Bonds the rights and benefits provided in this Fiscal Agent Agreement.

Section 9.10. Severability. If any covenant, agreement or provision, or any portion thereof, contained in this Fiscal Agent Agreement, or the application thereof to any person or circumstance, is held to be unconstitutional, invalid or unenforceable, the remainder of this Fiscal Agent Agreement and the application of any such covenant, agreement or provision, or portion thereof, to other persons or circumstances, will be deemed severable and will not be affected thereby, and this Fiscal Agent Agreement, the Bonds issued pursuant hereto will remain valid and the Bondowners will retain all valid rights and benefits accorded to them under the laws of the State of California.

Section 9.11. Notices. . Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the Fiscal Agent to or on the City may be given or served by being deposited postage prepaid in a post office letter box, by overnight courier or electronic means (with receipt confirmed by telephone) addressed (until another address is filed by the City with the Fiscal Agent) as follows:

City of Roseville
311 Vernon Street
Roseville, California 95678
Attention: Treasurer or Finance Director

Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the City to or on the Fiscal Agent may be given or served by being

deposited postage prepaid in a post office letter box, by overnight courier or electronic means (with receipt confirmed by telephone) addressed (until another address is filed by the Fiscal Agent with the City) as follows:

The Bank of New York Mellon Trust Company, N.A.
400 South Hope Street, Suite 500
Los Angeles, CA 90071
Attention: Corporate Trust Administration
Fax: (213) 630-6480

IN WITNESS WHEREOF, THE CITY OF ROSEVILLE, for and on behalf of its Crocker Ranch Community Facilities District No. 1, has caused this Fiscal Agent Agreement to be signed by its Chief Financial Executive and City Clerk, and The Bank of New York Mellon Trust Company, N.A., in token of its acceptance of the duties hereunder, has caused this Fiscal Agent Agreement to be signed in its corporate name by its officers identified below, all as of the day and year first above written.

CITY OF ROSEVILLE, for and on behalf of
its CROCKER RANCH COMMUNITY
FACILITIES DISTRICT NO. 1

By: _____
Chief Financial Executive

ATTEST:

City Clerk

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,**
as Fiscal Agent

By: _____
Authorized Officer

EXHIBIT A

FORM OF SPECIAL TAX BOND, SERIES 2017

R-__

\$_____

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
CITY OF ROSEVILLE
CROCKER RANCH
COMMUNITY FACILITIES DISTRICT NO. 1
SPECIAL TAX BOND, SERIES 2017

INTEREST RATE: _____% **MATURITY DATE:** SEPTEMBER 1, _____ **DATED DATE:** _____, 2017 **CUSIP:** N/A

REGISTERED OWNER: THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee under that certain Indenture of Trust dated as of _____ 1, 2017 between the Roseville Finance Authority and The Bank of New York Mellon Trust Company, N.A.

PRINCIPAL AMOUNT: _____ AND NO/100 DOLLARS

THE CITY OF ROSEVILLE (the "City"), for and on behalf of City of Roseville Crocker Ranch Community Facilities District No. 1 (the "CFD"), FOR VALUE RECEIVED, hereby promises to pay, solely from certain amounts held under the Fiscal Agent Agreement (as hereinafter defined), to the Registered Owner named above, or registered assigns, on the Maturity Date set forth above, unless redeemed prior thereto as hereinafter provided, the Principal Amount set forth above, and to pay interest on such Principal Amount from the Interest Payment Date (as hereinafter defined) next preceding the date of authentication, unless (i) the date of authentication is an Interest Payment Date in which event interest will be payable from such date of authentication, (ii) the date of authentication is after a Record Date (as hereinafter defined) but prior to the immediately succeeding Interest Payment Date, in which event interest will be payable from the Interest Payment Date immediately succeeding the date of authentication, or (iii) the date of authentication is prior to the close of business on the first Record Date in which event interest will be payable from the Dated Date set forth above. Notwithstanding the foregoing, if at the time of authentication of this Bond interest is in default, interest on this Bond will be payable from the last Interest Payment Date to which the interest has been paid or made available for payment or, if no interest has been paid or made available for payment, interest on this Bond will be payable from the Dated Date set forth above. Interest will be paid semiannually on March 1 and September 1 (each an "Interest Payment Date"), commencing _____ 1, 2017, at the Interest Rate set forth above, until the Principal Amount is paid or made available for payment.

The principal of and premium, if any, on this Bond are payable to the Registered Owner in lawful money of the United States of America upon presentation and surrender of this Bond at the Principal Office of the Fiscal Agent (as such term is defined in the Fiscal Agent Agreement),

initially The Bank of New York Mellon Trust Company, N.A. (the "Fiscal Agent"). Interest on this Bond will be paid by check of the Fiscal Agent mailed, by first class mail, postage prepaid, or in certain circumstances described in the Fiscal Agent Agreement by wire transfer to an account within the United States of America, to the Registered Owner as of the close of business on the fifteenth day of the month preceding the month in which the Interest Payment Date occurs (the "Record Date") at such Registered Owner's address as it appears on the registration books maintained by the Fiscal Agent.

This Bond is one of a duly authorized issue of "City of Roseville Crocker Ranch Community Facilities District No. 1 Special Tax Refunding Bonds, Series 2017" (the "Bonds") issued in the aggregate principal amount of \$49,120,000 pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Sections 53311, et seq., of the California Government Code (the "Act") for the purpose of refinancing outstanding Special Tax Refunding Bonds of the City and paying certain costs related to the issuance of the Bonds. The issuance of the Bonds and the terms and conditions thereof are provided for by a resolution adopted by the City Council of the City acting in its capacity as the legislative body of the CFD (the "Legislative Body") on June 24, 2017 and a Fiscal Agent Agreement executed in connection therewith (the "Fiscal Agent Agreement"), and this reference incorporates the Fiscal Agent Agreement herein, and by acceptance the Registered Owner of this Bond assents to said terms and conditions. The Fiscal Agent Agreement is adopted under and this Bond is issued under, and both are to be construed in accordance with, the laws of the State of California.

Pursuant to the Act and the Fiscal Agent Agreement, the principal of, premium, if any, and interest on this Bond are payable solely from the portion of the annual special taxes authorized under the Act to be levied and collected within the CFD (the "Special Taxes") and certain other amounts pledged to the repayment of the Bonds as set forth in the Fiscal Agent Agreement. Any amounts for the payment will be limited to the Special Taxes pledged and collected or foreclosure proceeds received following a default in payment of the Special Taxes and other amounts deposited to the Special Tax Fund established under the Fiscal Agent Agreement, except to the extent that other provision for payment has been made by the Legislative Body, as may be permitted by law. The City has covenanted for the benefit of the owners of the Bonds that under certain circumstances described in the Fiscal Agent Agreement it will commence and diligently pursue to completion appropriate foreclosure proceedings in the event of delinquencies of Special Tax installments levied for payment of principal and interest on the Bonds.

Optional Redemption. The Bonds maturing on and before September 1, _____, are not subject to optional redemption prior to maturity. The Bonds maturing on and after September 1, _____, may be redeemed, at the option of the City, from any source of funds on any date on or after September 1, _____, in whole, or in part and by lot, at a redemption price equal to the principal amount to be redeemed, plus accrued interest thereon to the date of redemption, without premium.

Notwithstanding the foregoing, with the redemption price may include a premium if necessary, based on the certificate of an Independent Financial Consultant, to redeem the corresponding portion of the Authority Bonds.

Mandatory Sinking Fund Redemption. The Term Bonds maturing on September 1, _____, are subject to redemption prior to their stated maturity, in part, by lot from amounts deposited into the Redemption Account in the following amounts and on the following dates, at the principal amount thereof on the date fixed for redemption, without premium, but which

amounts will be proportionately reduced by the principal amount of all Term Bonds optionally redeemed:

Mandatory Redemption Dates
(September 1)

Sinking Fund
Payment

* Maturity

Extraordinary Redemption. The Bonds are subject to extraordinary redemption as a whole, or in part on a pro rata basis among maturities, on any Interest Payment Date, and will be redeemed by the Fiscal Agent, from Prepayments deposited to the Redemption Account, at a redemption price equal to the principal amount to be redeemed, plus a premium expressed below as a percentage of the principal amount so redeemed, plus accrued interest thereon to the date of redemption.

<u>Redemption Date</u>	<u>Redemption Premium</u>
On or after _____, through _____	3%
September 1, _____ and March 1, _____	2
September 1, _____ and March 1, _____	1
September 1, _____ and thereafter	0

Notwithstanding the foregoing, with the redemption price may include an additional premium if necessary, based on the certificate of an Independent Financial Consultant, to redeem the corresponding portion of the Authority Bonds.

In lieu of applying amounts in the Redemption Account to redeem Bonds, an Authorized Representative of the City may instruct the Fiscal Agent to apply such amounts to purchase Bonds as set forth in the Fiscal Agent Agreement.

Notice of redemption with respect to the Bonds to be redeemed will be mailed to the registered owners thereof not fewer than 30 nor more than 45 days prior to the redemption date by first class mail, postage prepaid, to the addresses set forth in the registration books. Neither a failure of the Registered Owner to receive such notice nor any defect therein will affect the validity of the proceedings for redemption. All Bonds or portions thereof so called for redemption will cease to accrue interest on the specified redemption date; provided that funds for the redemption are on deposit with the Fiscal Agent on the redemption date. Thereafter, the registered owners of such Bonds will have no rights except to receive payment of the redemption price upon the surrender of the Bonds.

This Bond will be registered in the name of the Registered Owner, as to both principal and interest, and the City and the Fiscal Agent may treat the Registered Owner as the absolute owner for all purposes and will not be affected by any notice to the contrary.

The Bonds are issuable only in fully registered form in the denomination of \$5,000 or any integral multiple thereof and may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same issue and maturity, all as more fully set forth in the Fiscal Agent Agreement. This Bond is transferable by the Registered Owner, in person or by his attorney duly authorized in writing, at the Principal Office of the Fiscal Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Fiscal Agent Agreement, upon surrender and cancellation of this Bond. Upon such transfer, a new

registered Bond of authorized denomination or denominations for the same aggregate principal amount of the same issue and maturity will be issued to the transferee in exchange therefor.

The Fiscal Agent will not be required to register transfers or make exchanges of (i) any Bonds for a period of 15 days next preceding any selection of the Bonds to be redeemed, or (ii) any Bonds chosen for redemption.

The rights and obligations of the City and of the registered owners of the Bonds may be amended at any time, and in certain cases without notice to or the consent of the registered owners, to the extent and upon the terms provided in the Fiscal Agent Agreement.

THE BONDS DO NOT CONSTITUTE OBLIGATIONS OF THE CITY OR THE CFD FOR WHICH THE CITY OR THE CFD IS OBLIGATED TO LEVY OR PLEDGE, OR HAS LEVIED OR PLEDGED, GENERAL OR SPECIAL TAXES, OTHER THAN THE SPECIAL TAXES REFERENCED HEREIN. THE BONDS ARE LIMITED OBLIGATIONS OF THE CITY PAYABLE FROM THE PORTION OF THE SPECIAL TAXES AND OTHER AMOUNTS PLEDGED UNDER THE FISCAL AGENT AGREEMENT BUT ARE NOT A DEBT OF THE CITY, THE STATE OF CALIFORNIA OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR RESTRICTION.

This Bond will not become valid or obligatory for any purpose until the certificate of authentication and registration hereon endorsed will have been dated and signed by the Fiscal Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

IN WITNESS WHEREOF, the City of Roseville, for and on behalf of its City of Roseville Crocker Ranch Community Facilities District No. 1 has caused this Bond to be dated as of _____, 2017, to be signed on behalf of the City by the Mayor by his facsimile signature and attested by the facsimile signature of the City Clerk.

CITY OF ROSEVILLE

Mayor

ATTEST:

City Clerk

[FORM OF FISCAL AGENT'S CERTIFICATE
OF AUTHENTICATION AND REGISTRATION]

This is one of the Bonds described in the within-defined Fiscal Agent Agreement.

Dated: _____, 2017

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
as Fiscal Agent

By: _____
Its: Authorized Officer

[FORM OF ASSIGNMENT]

For value received the undersigned do(es) hereby sell, assign and transfer unto

whose tax identification number is _____,
the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s)

attorney to transfer the same on the books of the Fiscal Agent with full power of substitution in
the premises.

Dated: _____

Signature guaranteed:

NOTE: Signature(s) must be guaranteed by
an eligible guarantor institution.

NOTE: The signatures(s) on this Assignment
must correspond with the name(s) as written
on the face of the within Bond in every
particular without alteration or enlargement or
any change whatsoever.



COUNCIL COMMUNICATION

CC #: 8516
File #: 0800-03

Title: 2016 Greenhouse Gas Proceeds Spending Plan
Contact: David Siao 916-746-1613 dsiao@roseville.ca.us

Meeting Date: 6/7/2017
Item #: 7.2.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a Resolution to allocate \$3,198,840 in 2016 GHG proceeds to be spent according to the 2016 Greenhouse Gas Proceeds Spending Plan. This plan describes how Roseville will allocate its GHG auction proceeds to various programs, as shown in the table below.

BACKGROUND

For the past four years, California state law has required that electric utilities, such as Roseville, reduce greenhouse gas (GHG) emissions through mechanisms such as the state's cap and trade program. The currency of this market-based mechanism is allowances. One allowance represents one ton of carbon dioxide (CO₂). A number of allowances are freely allocated to Roseville Electric Utility on an annual basis.

The allowances allocated to the utility in 2016 were worth approximately \$6 million. About half of these allowances were used to meet Roseville's compliance needs, while the other half were sold at auction.

Auction proceeds must be used to reduce GHG emissions and benefit utility ratepayers. In addition to this, prior legislative and regulatory direction favors the use of proceeds for low income and electric vehicle programs.

Inappropriate use of proceeds may result in the loss of Roseville Electric Utility's free allowances allocations, significantly increasing the cost of complying with the regulations. Accordingly, Roseville Electric Utility staff work with state regulatory staff to ensure that proceeds are used appropriately. Proceeds are allocated not only to reduce GHG emissions and benefit ratepayers, but also according to the following principles: reduce ratepayer and utility costs, meet multiple needs, and leverage other utility programs.

DISCUSSION

Roseville Electric Utility proposes to allocate 2016 proceeds as outlined in the table below. In previous years, similar levels of Advanced Metering Infrastructure (AMI) and Low-Income Retrofits funding have been approved by Roseville City Council. Multi-family Retrofits and New Electric Vehicle (EV) Rebates are two new programs being proposed this year that closely meet the principles previously mentioned.

2016 Greenhouse Gas Proceeds Spending Plan

Advanced Metering Infrastructure (AMI)	\$2,298,840
Multi-Family Energy Retrofits	\$400,000
Low-Income Energy Retrofits	\$350,000
Electric Vehicle Rebates	\$150,000

Advanced Metering Infrastructure: AMI will enable Roseville Electric Utility to quantifiably reduce greenhouse gas emissions and save ratepayer funds by more finely controlling voltages on the electric system. Additionally, AMI will allow Roseville to better integrate electric vehicles and enable time-of-use rates, further reducing costs and GHG emissions. Allocated funds would accrue and be spent as AMI is implemented, which is expected to be fully complete by 2018 or 2019.

Low-Income Energy Retrofits: Also called the EZ Energy House Call Program, this energy efficiency program provides no-cost whole house weatherization and other energy-saving measures for the City's qualifying low income customers. This program provides measurable, ongoing, long-term GHG emissions reductions and financial benefits to these customers. Established in February 2015 this program has been funded annually at a level to reach all qualifying low income ERAP (Electric Rate Assistance Program) customers by 2020.

Multi-Family Energy Retrofits: This program would provide funding for a year of no-cost weatherization and other energy efficiency measures for Roseville's qualifying multi-unit dwellings, a traditionally difficult segment to reach. This program provides measurable, ongoing, long-term GHG emissions reductions to the targeted customers. This program is implemented in coordination with landlords and customers.

Electric Vehicle Rebates: Incentives to purchase new electric vehicles would benefit ratepayers, provide additional GHG reductions by increasing the rate of EV adoption, and leverage other existing incentive programs. These funds supplement existing funds to increase rebate levels for new EVs from \$300 to \$500.

The Roseville Public Utilities Commission recommended this program for Council approval in the April 25th, 2017 meeting.

FISCAL IMPACT

This plan allocates \$3,198,840 from existing 2016 Greenhouse Gas Free Allowance Proceeds.

ECONOMIC DEVELOPMENT / JOBS CREATED

There should be several local jobs created by, and additional economic activity from, the

expenditure of these funds. The installation of AMI and Retrofit measures will create jobs, while the EV rebates should encourage the purchase of electric vehicles.

ENVIRONMENTAL REVIEW

The 2016 Greenhouse Gas Free Allowance Proceeds Spending Plan is not considered a "project" as defined by the California Environmental Quality Act ("CEQA") (CEQA Guidelines §15378). Consequently no CEQA action is required.

Respectfully Submitted,

David Siao, Electric Resource Analyst

Michelle Bertolino, Electric Utility Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-229

RESOLUTION NO. 17-229

APPROVING THE 2016 GREENHOUSE GAS FREE ALLOWANCE PROCEEDS
SPENDING PLAN

WHEREAS, the City receives an annual direct allocation of California Greenhouse (GHG) Allowances (free allowances); and

WHEREAS, a portion of the free allowances is used to meet emission obligations associated with operating Roseville's natural gas fueled generation and a portion is auctioned, with the City receiving the proceeds from the auctions; and

WHEREAS, the purpose of the 2016 GHG Free Allowance Proceeds Spending Plan is to identify activities and programs the City will pursue to spend the proceeds received at auction;

WHEREAS, staff recommends using these proceeds for the following four activities:

- **Advanced Metering Infrastructure (AMI)**, to reduce greenhouse gas emissions and save ratepayer funds by controlling voltages on the electric system (approximately \$2,300,000); and
- **Low-Income Energy Retrofits**, provides no-cost whole house weatherization and other energy saving measures for the City's qualifying low income customers (approximately \$350,000); and
- **Multi-Family Energy Retrofits**, provides measurable, ongoing, long-term GHG emission reductions to targeted customers (approximately \$400,000); and
- **Electric Vehicle Rebates**, provides incentives for the purchase of new electric vehicles (approximately \$150,000).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the 2016 Greenhouse Gas Free Allowance Proceeds Spending Plan is hereby approved.

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

AYES	COUNCILMEMBERS:
NOES	COUNCILMEMBERS:
ABSENT	COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 8507

File #: 0900-04-02 & 0201-01

Title: Woodcreek Oaks Boulevard Widening Project - Award of Contract and Budget Adjustment

Contact: Stefanie Kemen 916-774-5372 skemen@roseville.ca.us

Meeting Date: 6/7/2017

Item #: 8.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Award the Woodcreek Oaks Boulevard Widening Project to the low bidder, Bay Cities Paving and Grading, Inc. in the amount of \$6,837,558.75;
2. Approve an ordinance for a budget adjustment in the amount of \$7,083,065;
3. Approve a resolution authorizing the City Manager to execute the agreement with Bay Cities Paving and Grading, Inc. and authorizing the Public Works Director or his designee change order authority up to 10% of the original contract price (\$683,755.88).

BACKGROUND

The Council-adopted Roadway Capital Improvement Program calls for Woodcreek Oaks Blvd to have four lanes between Pleasant Grove Boulevard and Blue Oaks Boulevard. The new Campus Oaks Development widened Woodcreek Oaks Boulevard from Blue Oaks Blvd south to Crimson Ridge Way. South of Crimson Ridge Way, Woodcreek Oaks Boulevard currently has two drive lanes, bike lanes, curb, gutter, & sidewalk, and a median designed to accommodate widening of the roadway to four lanes. This project widens this connecting segment of Woodcreek Oaks Boulevard, from Crimson Ridge way south to 600' north of Pleasant Grove Boulevard, into the median to a four lane road. The project includes a new two-lane bridge over the south branch of Pleasant Grove Creek to accommodate the additional roadway. In addition ,this project was a commitment to residents attending the HP Campus rezone neighborhood meetings as mitigation for additional traffic and existing peak time traffic congestion.

The project also includes reconstruction of all non-compliant ADA ramps throughout the project area, sidewalk repairs (as recommended by the Transportation Commission in their November 15, 2016 meeting), and pavement reconstruction in areas specifically identified as deficient by streets maintenance staff, including digouts as required, and micro resurfacing at the end of the project.

Council approved the project plans and specifications and authorized staff to call for bids at their April 5, 2017 meeting. Bids were subsequently opened on May 9, 2017 and two bids were received. The engineers estimate and bids are as follows:

	Bid Results
Engineers Estimate	\$6,800,000.00
Bay Cities Paving and Grading, Inc.	\$6,837,558.75
Teichert Construction	\$7,071,080.00

Staff has reviewed Bay Cities Paving and Grading, Inc.'s bid and found it to be complete and in order. Construction is anticipated to begin in mid-June with completion in August 2018 (includes winter suspension from November 2017 to April 2018).

PUBLIC OUTREACH

Public Works staff will be working closely with our communication staff to keep the community informed of the project's progress and traffic issues during the construction phase of the project. This includes disseminating the latest project information on the City's web page and through news stories, traffic alerts, and social media. About two weeks before the planned work, Changeable Message Signs (CMS) will be placed and staff will send letters to residents and businesses adjacent to the project area. The CMS's will be placed at several locations within the project area to warn the traveling public about the project start and end times and any potential traffic impacts expected with the work. Work is scheduled to occur during regular business hours and traffic lanes will remain open to traffic.

Staff will also send letters to residents and businesses in the project area explaining the planned work and what the recipients can expect before, during, and after the project.

FISCAL IMPACT

The project is funded primarily by Transportation Mitigation Funds, with contributions for maintenance items of work coming from the Landscape/Parks Repair/Maintenance fund and the Gas Tax Fund. Local Transportation Funds will also be used for a portion of the project. The breakdown of these funds are shown below:

Landscape/Parks Repair/Maintenance Funds	\$15,200
Local Transportation Fund	\$51,700
Gas Tax Fund	\$426,182
Transportation Mitigation Fund	\$6,589,984

The project account balance is \$1,904,914. The requested budget adjustment in the total amount of \$7,083,065 will increase the project construction budget to \$8,987,979. This will cover the construction contract, construction contingency, construction management, materials testing, and City staff time. No General Funds will be used.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000.00 in direct government spending. Based on that figure, this project will create 97 jobs.

ENVIRONMENTAL REVIEW

Construction of the Woodcreek Oaks Boulevard Widening Project is an action that is subject to CEQA. Project level CEQA compliance for the Woodcreek Oaks Boulevard Widening Project was accomplished with the preparation of the Woodcreek Oaks Boulevard Widening Project Initial Study/Mitigated Negative Declaration (IS/MND) (Adopted: February 1, 2017) (SCH: 2016102053). Because the Woodcreek Oaks Boulevard Widening Project is consistent with the project evaluated in the IS/MND, no new effects would be expected to occur and all applicable mitigation measures from the IS/MND will be implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Stefanie A. Kemen, Assistant Engineer

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-217

Agreement with Bay Cities Paving and Grading, Inc.

Ordinance No. 5840

Request for Budget Adjustment

RESOLUTION NO. 17-217

APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND BAY CITIES
PAVING AND GRADING, INC., AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an agreement between the City of Roseville and Bay Cities Paving and Grading, Inc., for the Woodcreek Oaks Boulevard Widening project, has been reviewed by the City Council; and

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

A G R E E M E N T

THIS AGREEMENT, is made and entered into this ____ day of _____,
20__, by and between the City of Roseville, a municipal corporation, ("CITY"), and
Bay Cities Paving and Grading, Inc., a _____,
("CONTRACTOR"); and

W I T N E S S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the 5th day of
April, 20¹⁷__, approved plans and specifications for the _____
Woodcreek Oaks Boulevard Widening Project

and directed the City Clerk to advertise for sealed proposals for doing said work and providing
that bids be submitted on the 9th day of **May**, 20¹⁷__; and

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

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

WHEREAS, all bids received pursuant to said notice were opened and examined and
publicly declared at the time specified in said advertisement for bids and at a meeting of the City
Council held on the 7th day of **June**, 20¹⁷__, the Council found and declared

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

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, equipment and insurance required for the Woodcreek Oaks Boulevard Widening Project

in accordance with the Contract Documents (the work).

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

2. PAYMENT. CITY shall pay CONTRACTOR Six Million, eight hundred thirty seven thousand five hundred fifty eight and 75/100 dollars (\$ 6,837,558.75) for the Work.

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

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

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

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$ 5,300 per day as liquidated damages, in the event of such delay.

5. TIME OF ESSENCE. Time is of the essence of this Agreement.

6. ATTORNEY'S FEES; VENUE; GOVERNING LAW. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

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

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

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

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

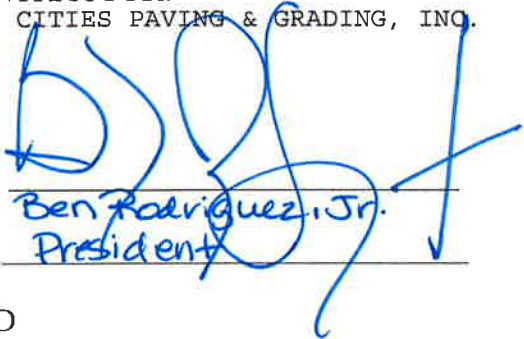
CITY OF ROSEVILLE,
a municipal corporation

By: _____
ROB JENSEN
City Manager

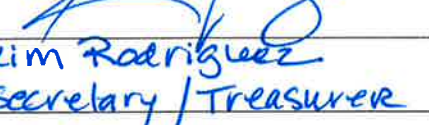
ATTEST:

By: _____
SONIA OROZCO
City Clerk

CONTRACTOR:
BAY CITIES PAVING & GRADING, INC.

By: 
Ben Rodriguez, Jr.
its: President

AND

By: 
Kim Rodriguez
its: Secretary / Treasurer

Business License #: 2386530

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa

S.S.

On May 15, 2017 before me, Julie Lomeli, Notary Public

Name of Notary Public, Title

personally appeared Ben Rodriguez, Jr.

Name of Signer (1)

Kim Rodriguez

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Julie Lomeli
Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-fact
☐ Corporate Officer(s)

Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____

Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

APPROVED AS TO FORM:

By: _____
ROBERT R. SCHMITT
City Attorney

ORDINANCE NO. 5840

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2016-17, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Woodcreek Oaks Boulevard Widening Project per request of the Public Works Department, as listed on the attached Request for Budget Adjustment totaling \$7,576,146.00

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in: [A.R. 6.01 Budget Adjustment Policy & Procedure](#).

For more detailed budget adjustment training information, including examples, please click on the following link: [Miscellaneous Budget Training Information](#).

REQUESTER*: Stefanie A. Kemen

DEPARTMENT/DIVISION*: Public Works/Engineering

FISCAL YEAR/EFFECTIVE DATE*: FY 2017

PROPOSED COUNCIL DATE (if applicable): 06/07/2017

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
						See Attached
\$ - 0	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
						See Attached
\$ - 0	TOTAL					

FINANCE USE	Approved:	<i>Henry Hollisterberger</i> 5/16/17	<i>Kathy Cullen</i> 5/16/17
	BUDGET MANAGER/DESIGNEE	DATE	Finance Director

Justification for Budget Adjustment*:

These funds are for the construction of the project, based on the actual bids received. The project account balance includes only the planning level budgetary estimate of TMF funds anticipated for construction. Additional pedestrian features, streets maintenance, and parks development maintenance features were added to the project and the appropriate funds to cover those features are a part of this budget adjustment request.

Approved:	<i>ASL</i> 5-16-17	Approved:	
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	CITY MANAGER	DATE

Use of funds						
Amount	Account Number					
	GL		fund	project	JL	
	org key	object			activity	
7,083,065	20004	6130	221	162502	45	WCO
6,000	00221	3902	221			Transfer in to TMF from LLD/SD
2,136	00221	3902	221			Transfer in to TMF from LLD/SD
1,973	00221	3902	221			Transfer in to TMF from LLD/SD
5,090	00221	3902	221			Transfer in to TMF from LLD/SD
51,700	00221	3902	221			Transfer in to TMF from Local Transportation Fund
426,182	00221	3902	221			Transfer in to TMF from Gas Tax Fund
7,576,146	TOTAL					
Source of Funds						
Amount	Account Number					
	GL		fund	project	JL	
	org key	object			activity	
6,000	00682	8902	200			Out to TMF
6,000			200			LLD/SD available resources
2,136	00696	8902	200			Out to TMF
2,136			200			LLD/SD available resources
1,973	00697	8902	200			Out to TMF
1,973			200			LLD/SD available resources
5,090	00698	8902	200			Out to TMF
5,090			200			LLD/SD available resources
51,700	00441	8902	441			Out to TMF
51,700			441			Local Transportation Fund
426,182	00221	8902	201			Out to TMF
426,182			201			Gas Tax Fund
6,589,984			221			TMF - Available resource
7,576,146	TOTAL					



COUNCIL COMMUNICATION

CC#: 8530

File#: 0201

Title: 3rd Quarter Performance Report
Contact: Kathy Cullen 916-746-1306 kcullen@roseville.ca.us

Meeting Date: 6/7/2017

Item #: 9.1.

RECOMMENDATION TO COUNCIL

This is an informational item and requires no Council action.

BACKGROUND

This is the second installment of a new report that was created to provide Council with brief and useful information highlighting the year-to-date (YTD) fiscal performance of the City of Roseville. The first time Council received this report was last quarter at FY2016-17 midyear.

This report includes a series of tables and charts displaying financial data for the first three quarters of FY2016-17 for 1) the General Fund, 2) the major enterprise operating funds, and 3) other selected revenue sources. Any significant swings in data are explained in the report.

There were no unexpected or unexplainable variances when comparing third quarter data for FY2015-16 to the same period during FY2016-17. Most General Fund departments have been able to control costs and enterprise fund expenditures are trending as expected. The General Fund is now expected to end this fiscal year with \$143.2 in operating revenue and transfers in and \$141.2 million in expenditures and transfers out. Note that the totals do not include non-operating amounts.

The next report for FY2016-17 will be at year-end which we expect to publish in December 2017.

FISCAL IMPACT

This item is a performance report only and has no fiscal impact.

ECONOMIC DEVELOPMENT / JOBS CREATED

This item is not connected to any new job creation.

ENVIRONMENTAL REVIEW

The 3rd Quarter Performance Report is not considered a “project” as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378); consequently, no CEQA action is required.

Respectfully Submitted,

Kathy Cullen, Budget Manager

Jay Panzica, Chief Financial Officer



Rob Jensen, City Manager

ATTACHMENTS:

Description

FY17 Q3 report

Third Quarter Performance Report

Fiscal Year 2016-17



Downtown Roundabout, Roseville, California

Fiscal Year 2017

Third Quarter Report

Introduction

This report includes a series of tables and charts displaying financial data for the first three quarters of FY2016-17 for (1) the General Fund, (2) the major enterprise operating funds, and (3) other selected revenue sources. Each page includes a table with three columns of data:

- Column 1: Third quarter year-to-date actuals for FY2015-16
- Column 2: Third quarter year-to-date actuals for FY2016-17
- Column 3: Revised budget for FY2016-17

Year-to-date (YTD) actuals for two consecutive years are provided to show how the City is performing compared to the previous year. The revised budget reflects the changes in revenue and expense estimates for the whole fiscal year that have been approved through the budget adjustment process since budget adoption.

Note that revenues and expenditures do not necessarily flow smoothly over the course of the year—this volatility is often responsible for apparent swings when comparing YTD data.

General Fund Operating Revenue & Transfers In (page 3)

For the first nine months of this fiscal year, General Fund operating revenues and transfers in totaled \$86.6 million versus \$78.3 million for the same period in the prior fiscal year. This variance is mostly due to increases in sales tax receipts, property taxes, and plan check fees. The increase in sales tax does not reflect an actual trend: the sunset of the "triple flip" (property tax in lieu of sales tax) has created a one-time accelerated cash flow for this revenue resulting in the City receiving more sales tax earlier in the fiscal year than in prior years. Because of this, it appears that sales tax revenue has significantly increased from the prior year; however, sales taxes are actually projected to be approximately \$2 million lower at the end of this fiscal year than last. Again, due to the sunset of the "triple flip," we received a final true-up of this revenue in FY2015-16 that significantly inflated our sales taxes for that year. When taking this anomaly into consideration, this revenue is trending as expected on an annual basis (see page 4).

FY2016-17 General Fund operating revenue and transfers in are now forecast at \$143.2 million (versus the original adopted budget of \$140.5 million). This amount includes the prior year operating carryover of \$1.3 million as revenue since it represents the reserve set aside to cover the encumbrance carryforward expenses from FY2015-16.

General Fund Operating Expenditures & Transfers Out (page 5)

FY2016-17 third quarter General Fund operating expenditures and transfers out totaled \$98.5 million versus \$94.9 million in the last fiscal year. This difference of \$3.7 million can be attributed to increased costs for Fire and Police, a higher transfer out for post-retirement expenses, a larger annexation payment to Placer County, and several smaller items. Of all the General Fund

departments, Fire's expenditures increased the most (\$1.5 million/7.5%) over the prior year mostly due to increases in salaries, overtime (about \$600,000 of which can be attributed to covering vacancies), benefits, and strike team expenditures (which are reimbursed) in Fire Operations. A new memorandum of understanding for Fire became effective January 5, 2017.

Total General Fund operating expenditures and transfers out for this fiscal year are now estimated at \$141.4 million versus the original adopted budget amount of \$139.1 million.

Enterprise Funds: Operating Revenue (page 6)

Of the seven enterprise operations funds we display, four had year-to-year revenue variations of 15% or greater:

- **Water Operations:** \$3.9 million (27%) higher due to a water rate adjustment and an increase in usage.
- **Wastewater Operations:** \$4.5 million (19%) higher due to the timing of the receipt of reimbursed costs from South Placer Wastewater Authority.
- **Golf Course Operations:** \$300,000 (22%) lower due to fewer rounds being played due to weather and increased competition.
- **Youth Development:** \$976,000 (24%) higher due to increases in rates and participation.

Enterprise Funds: Operating Expenditures (page 7)

For enterprise operations funds expenditures, all variances were within an expected range.

Other Revenue (page 8)

The "Other revenue" table shows what's coming in to the City in three of the significant non-General Fund funds. Two of those had significant variations from the prior year:

- **Fire Facilities Fund:** \$101,000 (18%) higher due to increased fire facilities construction fee revenue from development.
- **Public Facilities Fund:** \$333,000 (30%) higher due to an increase in the public facilities fee as of July 1, 2016 that resulted from an update to the public facilities nexus study.

Conclusion

Data for the third quarter of FY2016-17 shows no unexpected or unexplainable variances. The General Fund is forecasted to end the year with \$2 million more in operating revenues than expenses. (However, this does not necessarily indicate a surplus of the whole of the General Fund at year-end which will include non-operating amounts as well.) Most General Fund departments have been able to control costs and show minimal or no increases in expenditures. Enterprise fund expenditures are also trending as expected.

General Fund: Operating Revenue & Transfers In

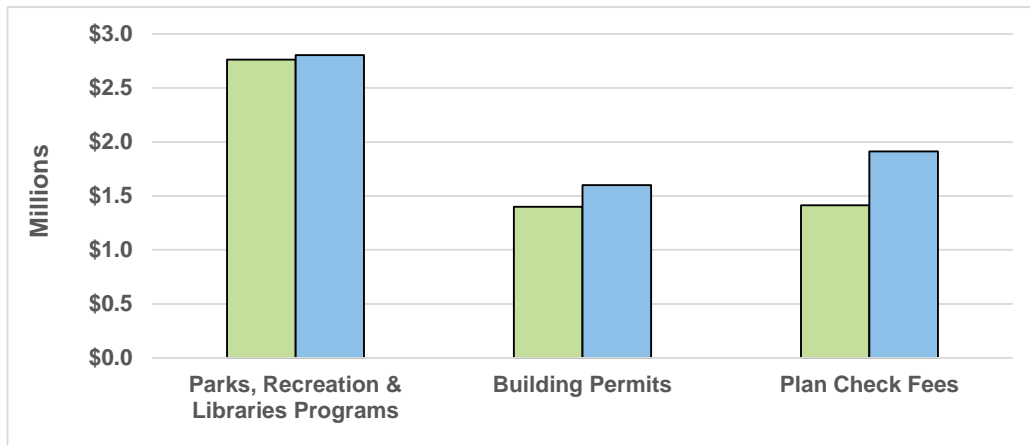
FY2016-17 Third Quarter

July 1, 2016 - March 31, 2017

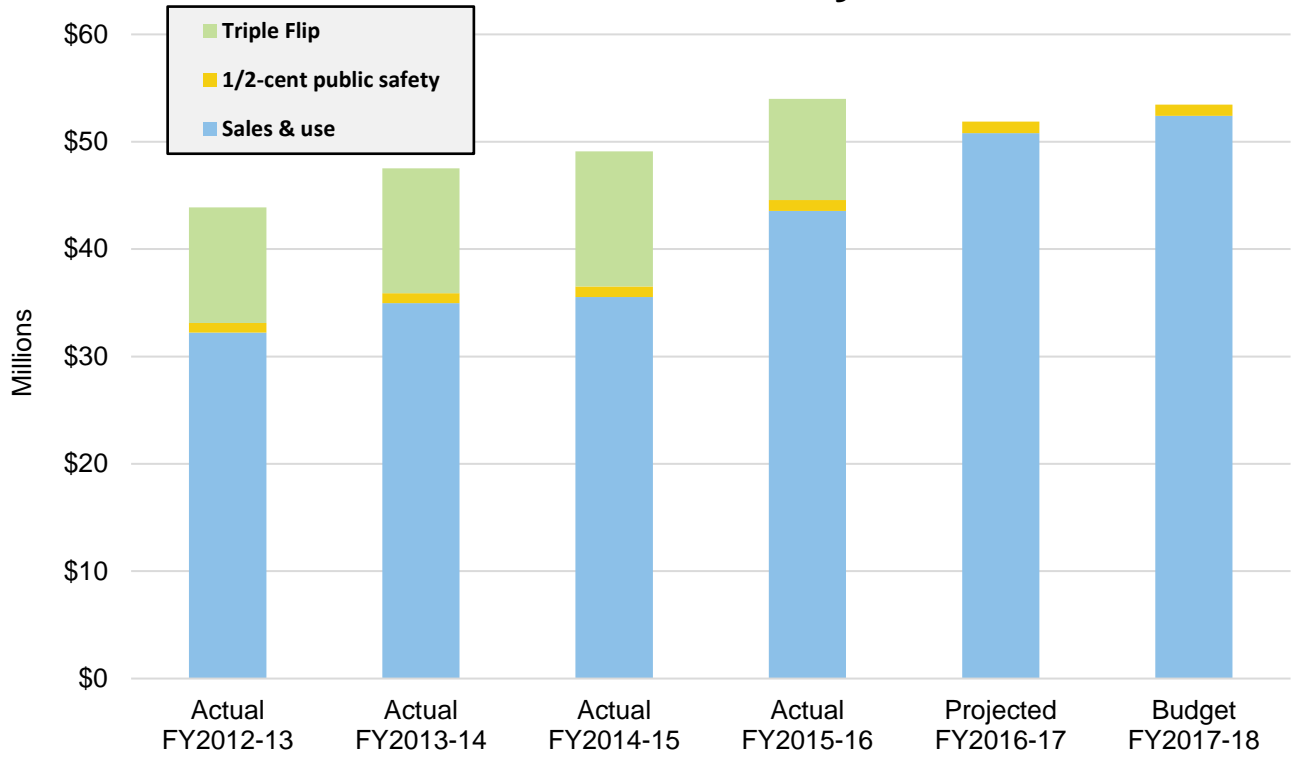
	Third Quarter Actual		Amended Budget FY2016-17
	FY2015-16	FY2016-17	
Sales Tax	\$ 24,815,775	\$ 30,130,205	\$ 51,871,200
Property Tax	20,246,258	21,850,165	40,587,460
Parks, Recreation & Libraries Programs	2,763,972	2,805,121	4,178,358
Building Permits	1,400,997	1,599,959	2,100,000
Plan Check Fees	1,413,423	1,911,745	2,158,724
Engineering Inspection Fees	68,224	68,137	106,785
Grants	288,976	159,754	390,294
Other Revenue	10,969,390	11,849,981	15,831,162
Operating Transfers	626,848	452,131	3,604,681
Franchise Fee Transfers	5,352,766	5,680,886	7,574,514
Indirect Cost	10,365,391	10,075,462	13,433,950
Prior Year Operating Carryover	0	0	1,346,141
Total:	\$ 78,312,020	\$ 86,583,546	\$ 143,183,269

Comparisons:

■ FY2015-16 Q3 Actual
■ FY2016-17 Q3 Actual



Sales Tax History

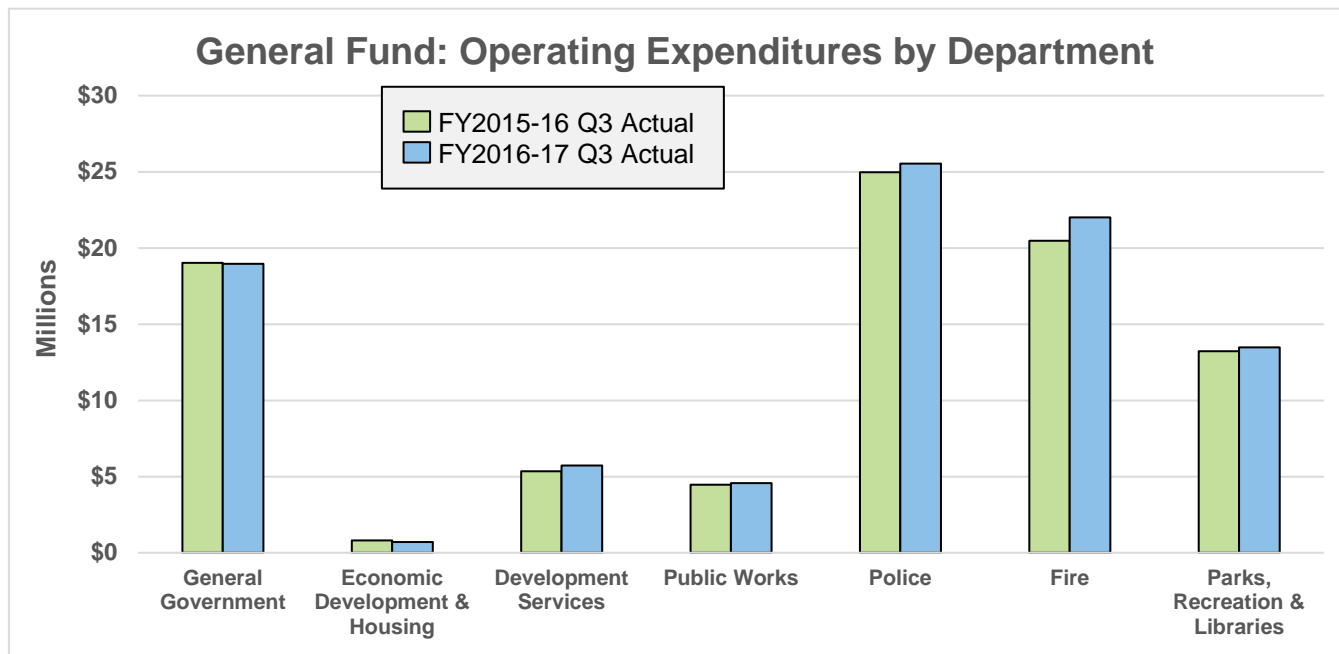


General Fund: Operating Expenditures & Transfers Out

FY2016-17 Third Quarter

July 1, 2016 - March 31, 2017

	Third Quarter Actual		Amended Budget
	FY2015-16	FY2016-17	FY2016-17
General Government	\$ 19,025,163	\$ 18,969,649	\$ 29,175,309
Economic Development & Housing	805,387	700,689	841,814
Development Services	5,346,671	5,727,696	8,658,490
Public Works	4,471,205	4,577,830	6,933,987
Police	24,966,280	25,537,880	36,044,813
Fire	20,471,350	22,009,825	28,610,423
Parks, Recreation & Libraries	13,223,660	13,487,251	20,112,496
Annexation Payments	2,428,635	2,824,337	4,750,000
City Special Assessments	79,336	131,035	84,560
Post-Retirement Transfer	3,661,181	4,138,108	4,497,090
Other Operating Transfers	396,300	427,056	844,155
General Fund Contingency	0	0	840,640
Total:	\$ 94,875,168	\$ 98,531,355	\$ 141,393,777



Enterprise Funds: Operating Revenue

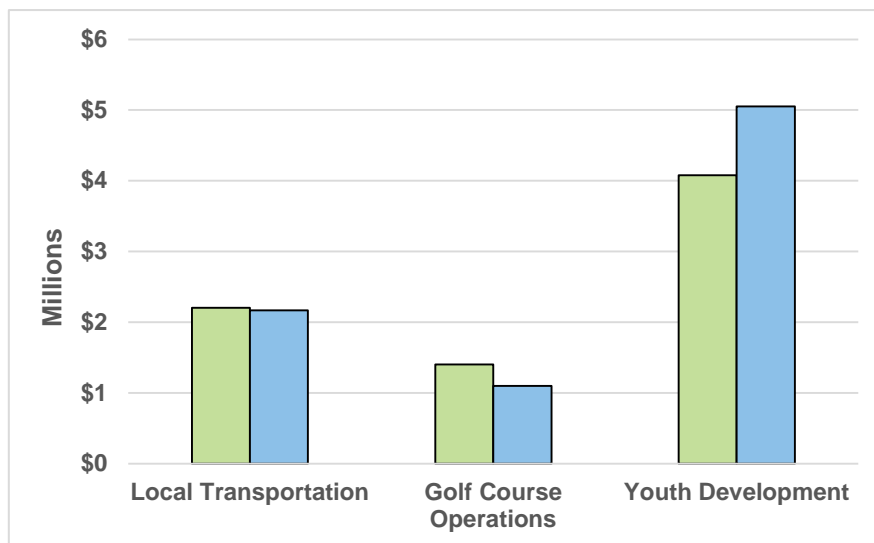
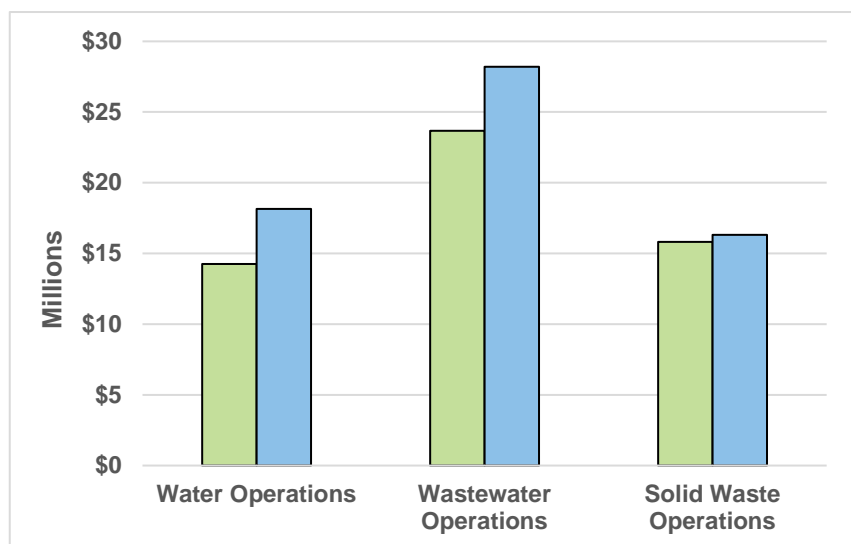
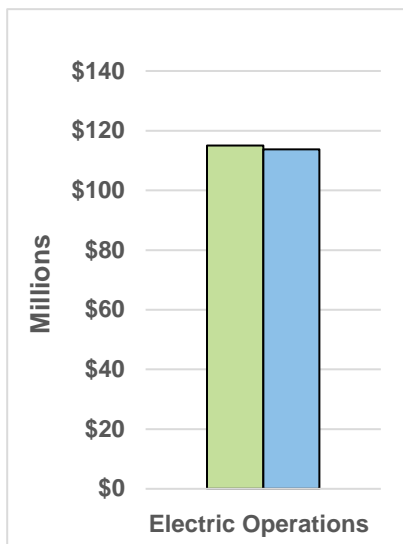
FY2016-17 Third Quarter

July 1, 2016 - March 31, 2017

	Third Quarter Actual		Amended Budget FY2016-17
	FY2015-16	FY2016-17	
Electric Operations	\$ 115,057,485	\$ 113,686,312	\$ 162,631,394
Water Operations	\$ 14,256,761	\$ 18,145,951	\$ 25,810,595
Wastewater Operations	\$ 23,685,642	\$ 28,201,359	\$ 34,516,476
Solid Waste Operations	\$ 15,808,396	\$ 16,318,920	\$ 21,889,767
Local Transportation	\$ 2,202,307	\$ 2,165,495	\$ 14,329,996
Golf Course Operations	\$ 1,400,082	\$ 1,098,627	\$ 2,390,000
Youth Development	\$ 4,077,276	\$ 5,053,407	\$ 6,168,762

Comparisons:

■ FY2015-16 Q3 Actual
■ FY2016-17 Q3 Actual



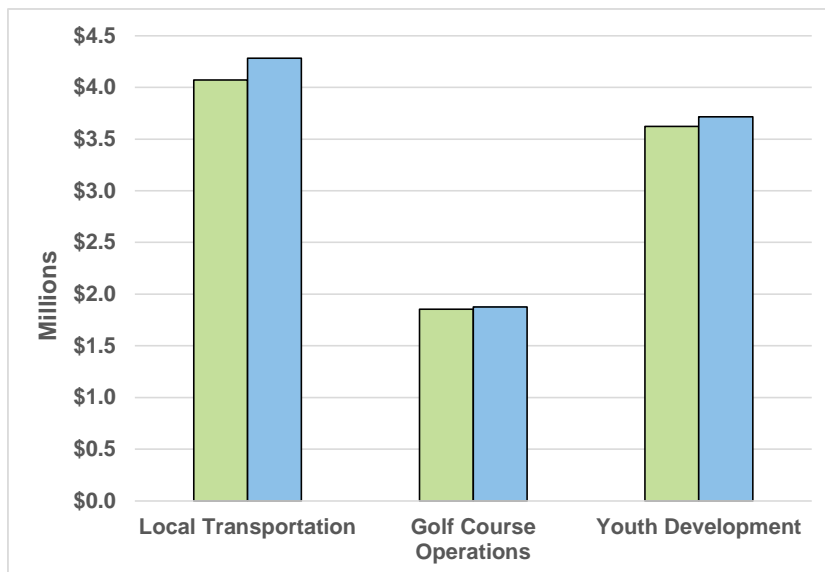
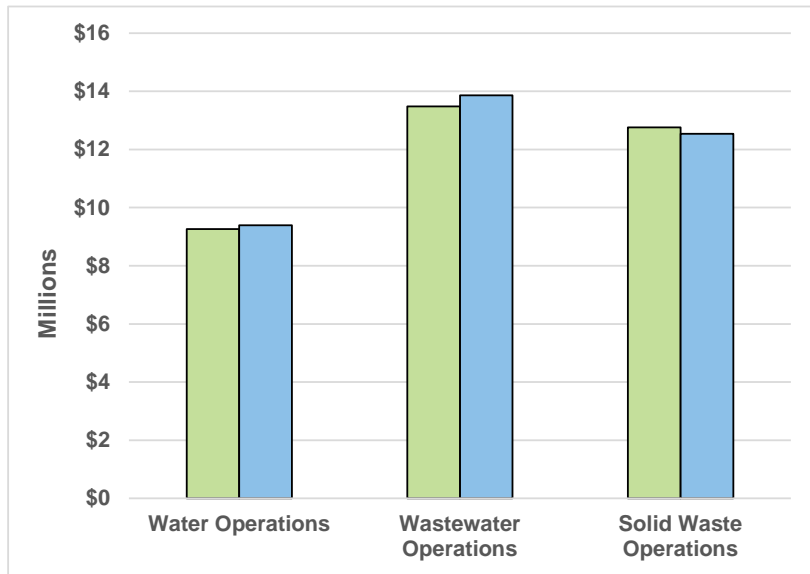
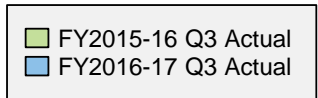
Enterprise Funds: Operating Expenditures

FY2016-17 Third Quarter

July 1, 2016 - March 31, 2017

	Third Quarter Actual		Amended Budget FY2016-17
	FY2015-16	FY2016-17	
Electric Operations	\$ 87,183,839	\$ 89,503,495	\$ 134,639,135
Water Operations	\$ 9,258,363	\$ 9,390,662	\$ 17,785,321
Wastewater Operations	\$ 13,480,713	\$ 13,862,409	\$ 23,543,886
Solid Waste Operations	\$ 12,758,135	\$ 12,539,775	\$ 19,666,119
Local Transportation	\$ 4,071,330	\$ 4,282,949	\$ 6,612,312
Golf Course Operations	\$ 1,854,173	\$ 1,874,852	\$ 2,500,611
Youth Development	\$ 3,623,522	\$ 3,714,662	\$ 5,530,742

Comparisons:



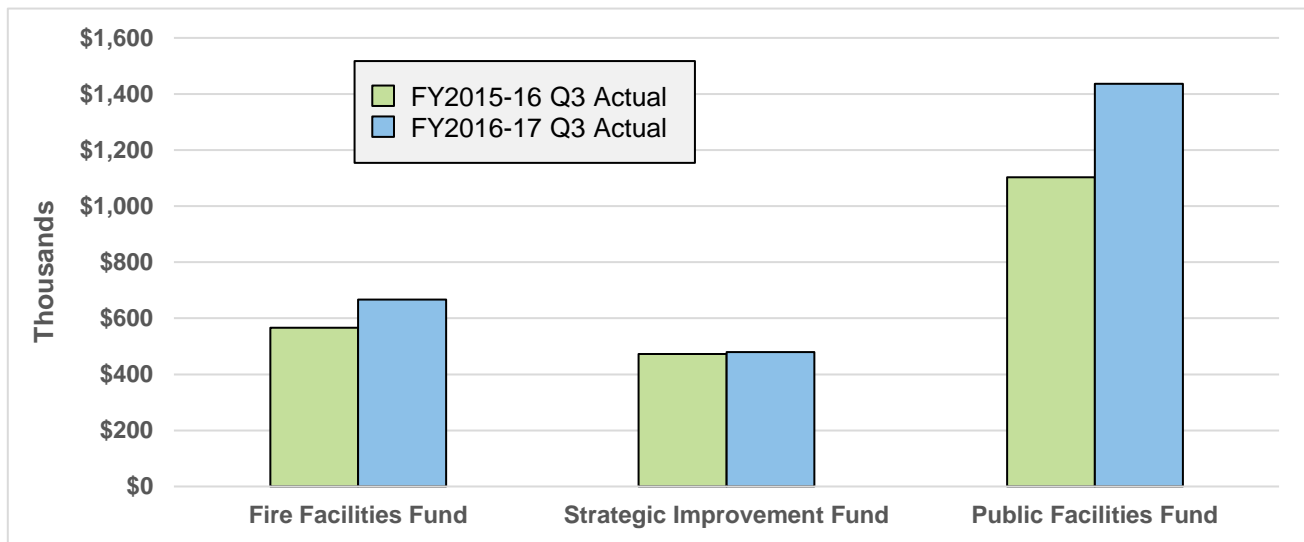
Other Revenue

FY2016-17 Third Quarter

July 1, 2016 - March 31, 2017

	Third Quarter Actual		Amended Budget FY2016-17
	FY2015-16	FY2016-17	
Fire Facilities Fund	\$ 565,846	\$ 667,230	\$ 1,303,328
Strategic Improvement Fund	\$ 472,320	\$ 478,964	\$ 996,466
Public Facilities Fund	\$ 1,102,811	\$ 1,436,281	\$ 2,102,650

Comparisons:





COUNCIL COMMUNICATION

CC #: 8427
File #: 0215-07

Title: Avia Apartment Complex Fee Deferral
Contact: Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

Meeting Date: 6/7/2017
Item #: 10.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution approving the commercial fee deferral for the Avia Apartment Complex, consisting of 300 units, as follows:

- City Fee Deferral to Building Permit Occupancy/Final in the amount of \$5,199,244.45, as applicable to each building permit, with the City's ten year pooled interest rate of 2.25%.

The fee deferrals require payment of the development impact fees prior to issuance of a Building Permit Occupancy/Final as applicable to each building permit. The Roseville Municipal Code identifies an administrative processing fee of \$625.00 to be charged per building permit.

BACKGROUND

The City of Roseville offers a fee deferral program through the Economic Development Department as an incentive to encourage development. The Avia Apartment Complex is requesting a fee deferral of certain City controlled Impact fees. The fee deferral requires City Council approval and that development impact fees are paid for prior to the issuance of a Building Permit Occupancy/Final permit as applicable to each permit.

The Economic Development Department received a request from USA Properties Fund on March 24, 2017 requesting approval of a fee deferral for the Avia Apartment Complex, see Attachment 1. The Avia Apartment Complex ("Complex") is located within the West Roseville Specific Plan area and is located at 1900 Blue Oak Boulevard. The Complex proposes construction of 300 units, a club house, pool, site parking and play areas, see Attachment 2. The applicant is proposing to pull all building permits upfront in order to keep the project and construction documents within the same code cycle.

The fee deferral types and amounts are identified below:

AVIA APARTMENT COMPLEX FEE DEFERRAL		

City Deferred Fees	MDF (1 apt bldg w/20 units)	Garages & Site
Fire Service Construction Tax	\$10,194.32	\$7,312.50
General Fund Contribution	\$14,000.00	\$0.00
Public Benefit Fee	\$16,900.00	\$0.00
Public Facilities Fee	\$40,220.00	\$0.00
Air Quality Program Fee	\$1,199.00	\$0.00
Local Sewer Fee	\$6,900.00	\$0.00
Water Connection Fee Domestic	\$70,600.00	\$0.00
Water Connection Fee Irrigation	\$0.00	\$15,002.50
Water Meter Retrofit Program	\$3,360.00	\$0.00
Traffic Mitigation Fee	\$54,522.22	\$0.00
Transit Signal Coordination	\$1,199.00	\$0.00
Transit Shuttle Fee	\$1,398.20	\$0.00
Citywide Park Fees	\$46,480.00	\$0.00
Neighborhood Park Fee	\$41,080.00	\$0.00
Paseo Fee	\$12,680.00	\$0.00
Bike Trail Fee	\$10,600.00	\$0.00
Solid Waste Fee	\$2,780.00	\$0.00
Electric Backbone Fee	\$9,916.60	\$16,489.35
subtotal	\$344,029.34	\$38,804.35
Subtotal (All 15 apt bldgs.)	\$5,160,440.10	
TOTAL OF DEFERRED FEES	\$5,199,244.45	

According to the Roseville Municipal Code (RMC) all non-residential fee deferrals greater than \$100,000 dollars are required to be approved by the City Council. The typical construction and inspection timeframe for apartment complexes is 12-24 months. In an effort to cover lost interest resulting from the City fee deferral there is an interest charge of 2.25% that will be paid upon issuance of Building Permit occupancy/final. The RMC additionally identifies an administrative processing fee of \$625.00 to be charged per building permit to cover staff's time of processing requests.

FISCAL IMPACT

The Avia Apartment Complex fee deferral itself will not result in a loss of impact fees nor earned interest income. The development impact fees are required to be paid prior to issuance of Building Permit Occupancy/Final as applicable to each permit. To ensure that the City will not have loss of interest income the Roseville Municipal Code requires an interest rate be charged on monies deferred for the City Fee Deferral. Specifically, the City's Finance Department identified that the City's ten year pooled interest rate is 2.25%. Therefore, an interest rate of 2.25% will be charged on the monies deferred to cover the City's cost of loss of interest income on the City Fee

Deferral. Additionally, the Roseville Municipal Code identifies an administrative processing fee of \$625.00 to be charged per building permit.

ECONOMIC DEVELOPMENT / JOBS CREATED

The Avia Apartment Complex will construct 300 rental units within the City of Roseville. According to Zillow.com the median rent price in Roseville is \$1,975 and continues to rise. The current vacancy rate in Roseville is less than three percent as compared to a healthy rental vacancy rate that is typically between five to eight percent. Construction of addition of rental housing in Roseville is much needed and will serve to meet existing unmet demand. Additionally, this deferral will generate temporary construction and permanent apartment manager and grounds keeper jobs to the City of Roseville.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Approval of the resolution authorizing Council's direction to defer development impact fees itself does not include the potential for a significant environmental effect. Therefore, this fee deferral request is not subject to CEQA.

Respectfully Submitted,

Laura Matteoli, Economic Development Manager

Chris Robles, Economic Development Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-232

Avia Apt Complex Fee Deferral Request

Avia Apt Complex Site Plan

RESOLUTION NO. 17-232

APPROVING FEE DEFERRALS FOR THE AVIA APARTMENT COMPLEX

WHEREAS, the City of Roseville has offered a fee deferral program through the Economic Development department since the mid 1990's to encourage development; and

WHEREAS, the Economic Development department received a request from USA Properties Fund, Inc., the developer of the Avia Apartment Complex, requesting a fee deferral of certain City controlled impact fees; and

WHEREAS, the fee deferral requires City Council approval and that the deferred fees be paid for or bonded for prior to the issuance of a building permit occupancy/final permit; and

WHEREAS, staff recommends City Council approve the City fee deferral to building permit/occupancy final in the amount of \$5,199,244.45 (as applicable to each building permit, with the City's ten year pooled interest rate of 2.25%); and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said the City fee deferral to building permit/occupancy final in the amount of \$5,199,244.45 (as applicable to each building permit, with the City's ten year pooled interest rate of 2.25%), as requested by USA Properties Fund, Inc., is hereby approved.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



March 24, 2017

Ms. Laura Matteoli
Economic Development Manager
City of Roseville
311 Vernon Street
Roseville, CA 95678

Dear Ms. Matteoli:

Please accept this letter as USA Properties Fund's formal request for a Fee Deferral for Avia at Fiddymment located at 1900 Blue Oaks Boulevard.

This application requests fee deferrals for 15 residential buildings and 1 clubhouse for a total of 16 permits. We acknowledge the following:

- All permits for the project must be pulled on or before June 30, 2017
- Each building is subject to a Fee Deferral Administrative Fee of \$625.00
- The deferrals are subject to interest charged at the rate of the City's pooled interest rate ten year average. Interest is paid at the time the final fee payment is made prior to issuance of Certificate of Occupancy.

Please note that USA Properties has established a Single Purpose Entity for the project. The property will be owned, constructed, and operated under the entity of Roseville 653, LLC, a California limited liability company.

Sincerely,

A handwritten signature in blue ink that reads 'Royce Patch'. The signature is fluid and cursive.

Royce Patch
Vice President, Development
USA Properties Fund, Inc.

SITE LEGEND	
	ASPHALT/CONCRETE (AC) ON AGGREGATE BASE (AB)
	PROPOSED LANDSCAPE AREA
	BUILDING AREA
	CONCRETE PAVING AREA
	CONCRETE SIDE/WALK AREA
	VEGETATED SWALE/ BIO RETENTION BASIN
	42" HIGH SCREEN FENCE
	6 HIGH STEEL TUBE FENCE
	WATER METER & BACKFLOW
	FIRE BACKFLOW DEVICE
	FIRE HYDRANT
	DRAINAGE POLE
	STORM DRAIN MANHOLE
	SANITARY SINKER MANHOLE
	FIRE DEPARTMENT CONNECTION & BACKFLOW PREVENTOR
	PARKING LOT LIGHT
	COVERED PARKING

SITE NOTES:	
1	CURB RAMP
2	CROSSWALK
3	CURB
4	PARKING LOT LIGHT
5	BOLLARD PEDESTRIAN LIGHT
6	BIKE RACK
7	MONUMENT SIGN
8	DIRECTORY SIGN
9	BIO-RETENTION BASIN
10	6-FOOT HIGH STEEL TUBE FENCE
11	ACCESSIBLE PARKING
12	POROUS PAVEMENT
13	BBQ AREA
14	EXISTING POWER POLE
15	COVERED PARKING
16	EXISTING STREET LIGHT
17	VAN ACCESSIBLE PARKING
18	GARAGE ACCESSIBLE PARKING
19	TRASH ENCLOSURE
20	POOL AREA
21	VEGETATED SWALE
22	PLAY STRUCTURE
23	EXISTING POLE MOUNTED LIGHT
24	DOUBLE STRIPED PARKING STALL

APN 017-117-043
WEST ROSEVILLE
95730 PLANNING
95000 PLANNING
LOT 23, AS MAPS 19



FIDDYMMENT RANCH APARTMENTS PRELIMINARY DEVELOPMENT SUMMARY	
PARCEL 5 071-117-047 SITE AREA: 12.62 ACRES (GROSS) 11.981 ACRES (NET)	UNIT DISTRIBUTION: 071-117-047 1063 2-BEDROOM 55 % 860 3-BEDROOM 20 % 1000 1-BEDROOM 25 % TOTAL UNITS 100 % DENSITY: 23.77 U/A GROSS 25.0 U/A GROSS
EXISTING PARCEL LANDSCAPE AREA: 0.0 ACRES 0.5 % 0.0 % IMPERVIOUS SURFACE (ROADWAY): 0.0 ACRES 0.0 % 0.0 % IMPERVIOUS SURFACE (HARDSCAPE): 0.0 ACRES 0.0 % 0.0 % OPEN SPACE: 11.981 ACRES (522,021 SF) 100 % TOTAL AREA: 11.981 ACRES (522,021 SF) 100 %	PROPOSED PARCEL LANDSCAPE AREA: 4.005 ACRES (174,445 SF) 30 % IMPERVIOUS SURFACE (PARKING LOT): 3.745 ACRES (164,877 SF) 30 % IMPERVIOUS SURFACE (HARDSCAPE): 0.831 ACRES (36,184 SF) 7 % IMPERVIOUS SURFACE (BUILDINGS): 3.363 ACRES (146,315 SF) 28 % TOTAL AREA: 11.981 ACRES (522,021 SF) 100 %
PRELIMINARY PARKING SUMMARY	
REQUIRED	PROVIDED
PARKING REQUIRED: 1 BEDROOM (1 COVERED & 0.5 SURFACE) 2 & 3 BEDROOM (1 COVERED & 1 SURFACE) VISITOR (1 STALL PER 10 UNITS)	224 GARAGE PARKING 71 COVERED PARKING 177 STANDARD PARKING 111 MOTORCYCLE PARKING
BEDROOM UNITS REQUIRED	165 330 60 120 SUBTOTAL 300 600 VISITOR 30 TOTAL 330 720
NO. ACCESSIBLE PARKING REQUIRED (100/1.3-100/4.5) (1) 1-DR. @ 1.3 - 23 SPACES @ 2 % = 1 (1) 2-DR. @ 2.0 - 50 SPACES @ 2 % = 1 GUEST PARKING 1/10 - 6 SPACES @ 2 % = 1 TOTAL ACCESSIBLE PARKING REQUIRED = 4 SPACES	ONE OF EACH TYPE OF PARKING FACILITY MUST BE PROVIDED GARAGES = 1 CARTPOOLS = 1 OPEN = 2 OPEN GUEST = 1 VAN SPACE TOTAL ACCESSIBLE 5 SPACES PARKING PROVIDED

PROJECT INFORMATION	
PROJECT ADDRESS ROSEVILLE, CA 95707	ARCHITECT LEE, JAGOE ARCHITECTURE, INC. 2291 W. MARCH LANE, SUITE B 200 STOCKTON, CALIFORNIA 95207
PROJECT APN 017-117-047	EXISTING NUMBER OF LOTS (1) ONE
OWNER CENTRAL VALLEY LAND ADVISORS, LLC 3400 EIGHT MILE ROAD, SUITE A STOCKTON, CALIFORNIA 95212	PROPOSED NUMBER OF LOTS (1) ONE
DEVELOPER/APPLICANT CENTRAL VALLEY LAND ADVISORS, LLC 3400 EIGHT MILE ROAD, SUITE A STOCKTON, CALIFORNIA 95212	EXISTING ZONING R3 - ATTACHED HOUSING DISTRICT
PLANNER/ENGINEER TSD ENGINEERING, INC. 31 NATOMA STREET, SUITE 160 FOLSOM, CA 95630 916-608-0707 ATTN: CHRIS SCHULZE	PROPOSED ZONING R3 - ATTACHED HOUSING DISTRICT

BUILDING SETBACKS

- 20' SETBACK - ALL STREET FRONTAGES
- 5' INTERIOR SIDE YARD
- 5' REAR YARD

FILE COPY RECEIVED

JAN 18 2017

Planning Division

scale: 1"=30'

PRELIMINARY SITE PLAN

FIDDYMMENT RANCH APARTMENTS

ROSEVILLE, CALIFORNIA

FULL COST-2ND SUBMITTAL
DRP-MOD

PL16-0380

WRSP PCL F-24 - FIDDYMMENT RANCH APARTMENTS -
ARCHITECTURAL MODIFICATION
1900 BLUE OAKS BL

SP-2

TSD ENGINEERING, INC.
31 Natoma Street, Suite #160
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701



COUNCIL COMMUNICATION

CC#: 8529
File#: 0215-07

Title: Project One Fee Deferral
Contact: Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

Meeting Date: 6/7/2017
Item #: 10.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Adopt a Resolution approving the commercial fee deferral for Project One, consisting of 316,100 sq. ft. of warehouse distribution facility, as follows:
 - City Fee Deferral to Building Permit Occupancy/Final in the amount of \$149,442.30, with the City's ten year pooled interest rate of 2.25%; and
 - Fee Deferral to Statewide Community Infrastructure Program (SCIP) bonding in the amount of \$2,127,457.42.
2. Adopt a Resolution affirming the Electric Utility Director's determination that the Electric Backbone fee is not applicable to the 151± acre site as identified by Assessor Parcel Numbers 017-232-016, -017, -018, and -019 and shown in Exhibit A, of which Project One is a 30± acre portion of and addressed 7701 Foothills Blvd.

The fee deferrals require payment of the development impact fees prior to issuance of a Building Permit Occupancy/Final. The Roseville Municipal Code identifies an administrative processing fee of \$625.00 to be charged to the building permit. The fee deferral to SCIP bonding is scheduled for approval in the Fall 2017 bond cycle.

BACKGROUND

The City of Roseville offers a fee deferral program through the Economic Development Department as an incentive to encourage development. Project One is requesting a fee deferral of certain City controlled Impact fees and a temporary fee deferral of Statewide Community Infrastructure Program (SCIP) qualified impact fees until Fall 2017 bonding cycle. Both fee deferrals require City Council approval and both require that development impact fees are paid for or bonded for prior to the issuance of a Building Permit Occupancy/Final permit.

On April 9, 2017, the Economic Development Department received a request from Panattoni Development Company requesting approval of a fee deferral for a warehouse and distribution facility, see Attachment 1. The project site is a 30± acre portion of a larger 79± acre property that was sold by TSI Semiconductors to Panattoni Development earlier this year, see Exhibit A

parcels APN 017-232-018 and 017-232-019.

The project is addressed 7701 Foothills Boulevard and includes the construction of a 316,100 square foot building consisting of a 303,800 square foot warehouse distribution center and a 12,300 square foot office. The project as designed includes 214 parking spaces, a parking area for company trucks, landscaping and lighting, and will be accessed from a newly constructed signalized driveway entrance off of Foothills Blvd. The proposed operations would involve approximately 35 to 50 semi-tractor truck deliveries and 45 to 50 departures each day. The facility will employ up to 166 workers; however an average shift will include approximately 50 employees at any given time. Attachments 2 through 4 for copies of site plan and elevations.

In the 1990's in anticipation of industrial expansion on Foothills Boulevard property, Roseville Electric completed components of power supply infrastructure that have not been used and will ultimately be used to serve the entire 151± acre property (then owned by NEC Electronics) and other industrial customers in the area. Additionally, it is anticipated that the total electric service size for this property may ultimately exceed 2,000 kVA. Municipal code 4.54.060 allows the Utility Director to recommend a backbone fee - different from the standard fee – for council approval under special circumstances. Municipal code 4.54.060 subsection B defines a service facility increased by more than 2,000 kVA as a special circumstance. Therefore, in light of the special circumstance cited and the existence of portions of infrastructure already in place to serve this 151± acre property, the Utility Director recommends that the backbone fee be waived for the entire property, of which Project One is a 30± acre portion of, as shown in Exhibit A.

The Regional Sewer Fees have been identified in the Table 1 below with an asterisk as the South Placer Wastewater Authority (SPWA) Board is awaiting review and consideration of a participation Resolution of the SCIP program by the Board. Should the SPWA Board not approve the participation of the SCIP program, the applicant will be required to pay the Regional Sewer Fees at time of issuance of Building Permit.

The fee deferral types and amounts are identified below:

TABLE 1	
PROJECT ONE FEE DEFERRAL	
City Deferred Fees	Amount
Public Facilities Fee	\$120,118.00
Hwy 65 JPA Fee	\$29,324.30
subtotal	\$149,442.30
Fee Deferral to SCIP Bonding	
Drainage Fees	\$122,913.00
Regional Sewer Fee	\$755,170.39*
Local Sewer Fee	\$34,938.15
Water Connection Fee Domestic	\$103,252.50
Water Connection Fee Irrigation	\$103,252.50
Traffic Mitigation Fee	\$476,745.56
South Placer Regional Traffic Fee	\$84,948.42
City-County Traffic Fee	\$34,003.26
Solid Waste Fee	\$103,292.00
subtotal	\$2,127,457.42

TOTAL	\$2,276,899.72
--------------	-----------------------

According to the Roseville Municipal Code (RMC) all non-residential fee deferrals greater than \$100,000 dollars are required to be approved by the City Council. The typical construction and inspection timeframe for an industrial project is 6 months. In an effort to cover lost interest resulting from the City fee deferral there is an interest charge of 2.25% that will be paid upon issuance of Building Permit occupancy/final. No interest charge is being proposed on the SCIP qualified impact fees as those fees are anticipated to be paid within four (4) months of building permit issuance (Fall 2017). The RMC additionally identifies an administrative processing fee of \$625.00 to be charged on the building permit to cover staff's time of processing requests.

FISCAL IMPACT

The requested deferral itself will not result in a loss of impact fees nor earned interest income. The development impact fees are required to be paid prior to issuance of Building Permit Occupancy/Final. To ensure that the City will not have loss of interest income, the Roseville Municipal Code requires an interest rate be charged on monies deferred for the City Fee Deferral. Specifically, the City's Finance Department identified that the City's ten year pooled interest rate is 2.25%. Therefore, an interest rate of 2.25% will be charged on the monies deferred to cover the City's cost of loss of interest income on the City Fee Deferral. Additionally, the Roseville Municipal Code identifies an administrative processing fee of \$625.00 to be charged to the building permit.

No interest charge is being proposed on the SCIP deferred fees as those fees are anticipated to be bonded for and paid within four (4) months of building permit issuance. Deferral of the SCIP fees for a limited time is an economic benefit in that the City's participation in the SCIP program provides financing solutions which allow projects to proceed that may not otherwise be feasible. Simply stated, the SCIP financing program results in the City collecting infrastructure improvement fees sooner rather than later.

The City fee deferral and SCIP programs are important tools in financing new development that may not otherwise be financially feasible without these programs. As a result these programs have the potential to increase impact fees generation and investment that increases property values that may not otherwise occur if these programs were not available.

ECONOMIC DEVELOPMENT / JOBS CREATED

Project One consists of the construction of a 316,100 square foot building consisting of a 303,800 square foot warehouse distribution center and a 12,300 square foot office within the City of Roseville. The project will generate approximately 166 new jobs, 44 million in capital investment and temporary construction jobs.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Approval of the resolution authorizing Council's direction to defer development

impact fees itself does not include the potential for a significant environmental effect. Therefore, this fee deferral request is not subject to CEQA.

Respectfully Submitted,

Laura Matteoli, Economic Development Manager

Chris Robles, Economic Development Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-239

Exhibit A - 7501 Foothills Boulevard, 151 Acre Parcel

Resolution No. 17-237

Project One Fee Deferral Letter

Project One Site & Landscape Plan

Project One Conceptual Rendering

Project One Colored Elevations

RESOLUTION NO. 17-239

AFFIRMING THE ELECTRIC UTILITY DIRECTOR'S DETERMINATION REGARDING
THE ELECTRIC BACKBONE FEE

WHEREAS, in anticipation of industrial expansion located on Foothills Boulevard, as described below, Roseville Electric completed components of power supply infrastructure in the 1990's that have not been used and will ultimately be used to serve the entire 151± acre property and other industrial customers in the area; and

WHEREAS, Roseville Municipal Code 4.54.060 allows the Electric Utility Director to recommend a backbone fee, different from the standard fee, for council approval under special circumstances; and

WHEREAS, in light of the special circumstances and the existence of portions of infrastructure already in place, the Electric Utility Director recommends that the backbone fee be waived for the entire property located at 7701 Foothills Boulevard; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the Electric Utility Director's determination that the Electric Backbone fee is not applicable to the 151± acre site as identified by Assessor Parcel Numbers 017-232-016, -017, -018, and -019 and shown in Exhibit A, of which Project One is a 30± acre portion of and addressed 7701 Foothills Blvd. is hereby affirmed.

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

AYES COUNCILMEMBERS:

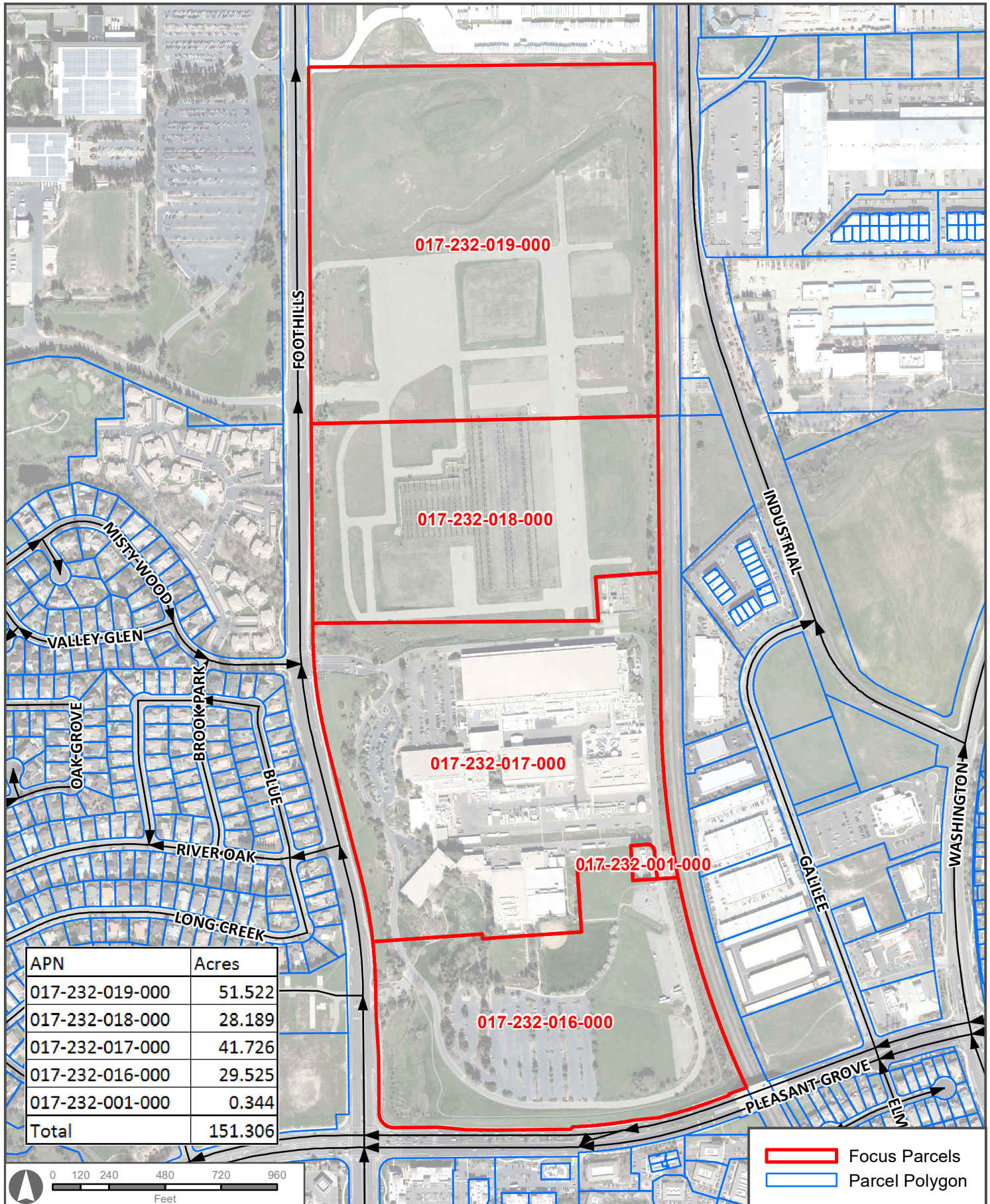
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



RESOLUTION NO. 17-237

APPROVING FEE DEFERRALS FOR PROJECT ONE

WHEREAS, the City of Roseville has offered a fee deferral program through the Economic Development department since the mid 1990's to encourage development; and

WHEREAS, the Economic Development department received a request from Panattoni Development Company, the developer of Project One, requesting a fee deferral of certain City controlled impact fees as well as a fee deferral to Statewide Community Infrastructure Program (SCIP) bonding; and

WHEREAS, the fee deferral requires City Council approval and that the deferred fees be paid for or bonded for prior to the issuance of a building permit occupancy/final permit; and

WHEREAS, staff recommends City Council approve the City fee deferral to building permit/occupancy final in the amount of \$149,442.30 (with the City's ten year pooled interest rate of 2.25%); and

WHEREAS, staff also recommends City Council approve the Statewide Community Infrastructure Program (SCIP) bonding fee deferral in the amount of \$2,127,457.42; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the City fee deferral to building permit/occupancy final in the amount of \$149,442.30 (with the City's ten year pooled interest rate of 2.25%), as well as the fee deferral to Statewide Community Infrastructure Program bonding in the amount of \$2,127,457.42, as requested by Panattoni Development Company, is hereby approved.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

From: [Brent Collins](#)
To: [Laura Mattioli](#)
Subject: Field Project One - SCIP
Date: Tuesday, April 11, 2017 2:05:40 PM

Thanks,



April 9, 2017

Laura Mattioli, Economic Development Manager
Economic Development, City of Roseville
311 Vernon Street
Roseville, CA 95678

Re: Project One – City and SCIP Deferred Fees

Dear Laura,

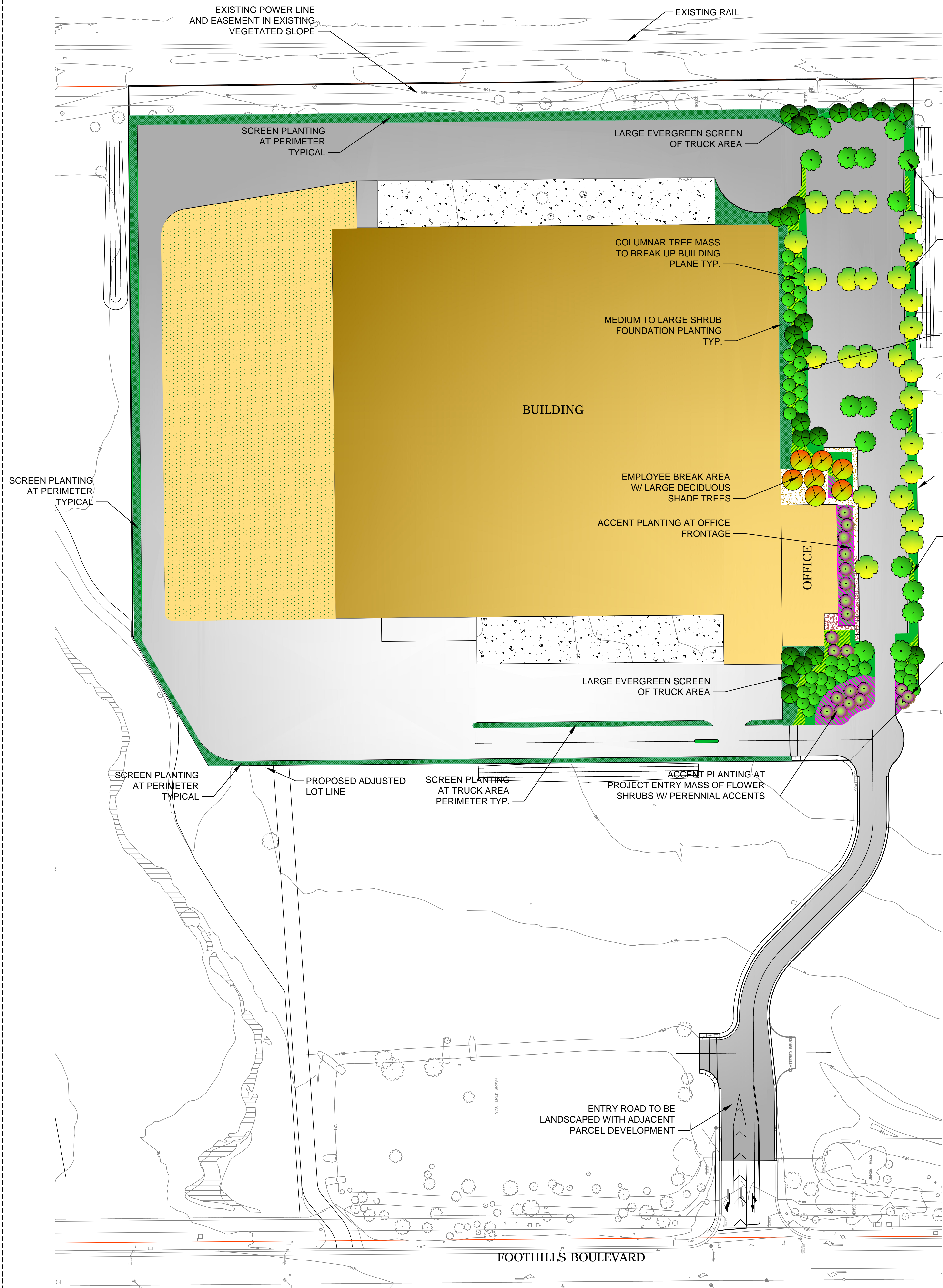
This letter is to serve as Panattoni Development Company's official request for deferred impact fees as offered by the City of Roseville. Panattoni is also respectfully requesting that Project One receive a fee deferral of certain City controlled Impact fees and a temporary fee deferral of Statewide Community Infrastructure Program (SCIP) qualified impact fees until Fall 2017 bonding cycle.

Thank you for your consideration in these matters.

Respectfully,

A handwritten signature in blue ink, appearing to read "Brent Collins", written over a light blue horizontal line.

Brent Collins
Senior Development Manager
Panattoni Development Company, Inc.



PLAN LEGEND

- DEODAR CEDAR
CHINESE PISTACHE
SYCAMORE
TRUE GREEN ELM
CRAPE MYRTLE
CRIMSON SPIRE OAK
PARKING LOT PLANTING: GROUPINGS OF LOW SHRUBS SOME GROUNDCOVER
PROJECT ACCENT AREAS: MASSING OF LOW TO MEDIUM FLOWERING ACCENT SHRUBS W/ GROUPS PERENNIAL ACCENTS
COLUMNAR TREE GROUPINGS, MASSES OF ORNAMENTAL GRASSES W/ LARGE ROCK BOULDER ACCENTS
FOUNDATION / SCREEN PLANTING: GROUPINGS OF MED. TTD LARGE SCREEN SHRUBS
NATIVE GRASSES: SEEDED HYDROMULCH.

PRELIMINARY PLANT LIST:

BOTANICAL NAME	COMMON NAME	SIZE	WATER REGIME HYDROZONE	MATURE HABIT
TREES				
CEDRUS DEODARA	DEODAR CEDAR	15 GAL	L	80' X 40'
QUERCUS R. 'CRIMSON SPIRE'	COLUMNAR OAK	15 GAL	L	40' X 15'
PISTACIA C. 'KEITH DAVEY'	CHINESE PISTACHE	15 GAL	L	50' X 30'
ULMUS 'TRUE GREEN'	TRUE GREEN ELM	15 GAL	M	50' X 60'
ZELKOVA S. 'VILLAGE GREEN'	JAPANESE ZELKOVA	24" BOX	M	55' X 50'
LAGERSTROEMIA 'DYNAMITE RED'	CRAPE MYRTLE	15 GAL	L	15' X 15'

LARGE EVERGREEN SCREENING SHRUBS

CEANOTHUS 'CONCHA'	CEANOTHUS	5 GAL.	L	6' X 8' PLANT 7'-0" OC
ARBUTUS U. 'COMPACTA'	DW. STRAWBERRY	5 GAL.	L	6' X 6' PLANT 6'-0" OC
ARCTOSTAPHYLOS	MANZANITA	5 GAL.	L	8' X 8' PLANT 9'-0" OC
'HOWARD MCINN'				
ELAEAGNUS PUNGENS	SILVERBERRY	5 GAL.	L	10' X 10' PLANT 8'-0" OC
DODONEA VISCOSA	HOP BUSH	5 GAL.	L	8' X 10' PLANT 8'-0" OC
OLEA 'LITTLE OLLIE'	DW OLIVE	5 GAL.	L	6' X 5' PLANT 6'-0" OC

DROUGHT TOLERANT SHRUBS

LANTANA M. 'DW. YELLOW'	DW. LANTANA	5 GAL.	L	2' X 4' PLANT 4' OC
LAVANDULA 'TWICKLE PURPLE'	LAVANDER	5 GAL.	L	3' X 3' PLANT 3' OC
RHAMNUS C. 'MOUND SAN BRUNO'	COFFEEBERRY	5 GAL.	L	5' X 6' PLANT 7' OC
NERIUM OLEANDER 'PETITE SALMON'	PETITE OLEANDER	5 GAL.	L	5' X 5' PLANT 5'-0" OC
PHORUM SPP.	NZ FLAX	5 GAL.	L	4' X 4' PLANT 4' OC
ROSMARINUS O. 'TUSCAN BLUE'	UPRIGHT ROSEMARY	5 GAL.	L	4' X 4' PLANT 4'-0" OC
CISTUS X SKANBERGII	SKANBERG ROCKROSE	5 GAL.	L	3' X 3' PLANT 2'-6" OC
SALVIA C. 'WINNEFRED GILMAN'	CLEAVLAND SAGE	5 GAL.	L	3' X 4' PLANT 5' OC
LEUCOPHYLLUM 'POZO BLUE'	TEXAS RANGER	5 GAL.	L	3' X 3' PLANT 4' OC
ROSMARINUS O. 'COLLINGHAM'	ROSEMARY	1 GAL.	L	2' X 6' PLANT 5' OC
COTONEASTER D. 'LOWFAST'	BEARBERRY COTONEASTER	5 GAL.	L	1' X 6' PLANT 4' OC
RHAPIOLEPSIS 'PINK DANCER'	INDIA HAWTHORN	5 GAL.	L	3' X 4' PLANT 5' OC
ARCTOSTAPHYLOS 'EMERALD GREEN'	MANZANITA	5 GAL.	L	1' X 4' PLANT 4' OC
EREMOPHILA GLABRA CARNOSA	WINTER BLAZE	5 GAL.	L	3' X 4' PLANT 4' OC
ROSA 'MEIGALPIO'	RED DRIFT ROSE	5 GAL.	L	3' X 3' PLANT 4' OC

GRASSES

MUHLENBERGIA L. 'AUTUMN GLOW'	MUHLY GRASS	1 GAL.	L	4' X 4' PLANT 4' OC
CALAMAGROSTIS A. 'KARL FOESTER'	FEATHERED	1 GAL.	L	2' X 3' PLANT 4' OC
LOMANDRA LONGIFOLIA 'BREEZE'	BREEZE MAT RUSH	1 GAL.	L	3' X 3' PLANT 4' OC
PENNISETUM S. 'KARLEY ROSE'	FOUNTAIN GRASS	1 GAL.	L	3' X 3' PLANT 4' OC

PERENNIALS

OENOTHERA SPECIOSA 'ROSEA'	MEXICAN PRIMROSE	1 GAL.	L	1' X 2'
TULBAGHIA V. 'TRICOLOR'	SOCIETY GARLIC	1 GAL.	L	1.5' X 1.5'
ACHILLEA 'MOONSHINE'	YARROW	1 GAL.	L	3' X 3'

LEGEND

- SEEDED NATIVE GRASS MIX AS AVAILABLE FROM PACIFIC COAST SEED
BARK MULCH-ALL PLANTERS COLOR BROWN
3'-4" DIA. FRACTURED ROCK BOULDERS GRAY TO BROWN AS AVAILABLE FROM A LOCAL SOURCE

WATER EFFICIENT LANDSCAPE REQUIREMENTS

AUTOMATIC CONTROLLER W/ ET DATA, REPEAT CYCLING IRRIGATION ZONES PER PLANT WATER REQUIREMENTS
RAIN SENSOR TO BE SPECIFIED
SOIL AMENDMENTS TO BE INCORPORATED
PLANTER SURFACE AREAS TO BE MULCHED
WATER USAGE TO MEET STATE WATER EFFICIENT LANDSCAPE STANDARD

LANDSCAPE CALCULATIONS

TOTAL SITE AREA: 19.83 ACRES
TOTAL PARKING AREA: 66,830 S.F.
TOTAL PARKING SPACES: 83
PARKING AREA SHADE REQUIRED 50%: 33,415 S.F.
PARKING AREA SHADE PROVIDED 60%: 42,076 S.F.
23 TREES AT 100% COVERAGE (1256 S.F.): 28,888 S.F.
16 TREES AT 50% COVERAGE (628 S.F.): 10,048 S.F.
10 TREES AT 25% COVERAGE (314 S.F.): 3,140 S.F.
TREE COVERAGE IS BASED ON 40' DIAMETER AT 15 YEARS.

DESIGN CONCEPT

THE GENERAL DESIGN INCORPORATES A MIX OF EVERGREEN & DECIDUOUS TREES. TREES & SHRUBS ARE TO BE PLANTED IN MASS GROUPINGS AS ENCOURAGED IN THE COMMUNITY DESIGN GUIDELINES. SCREENING OF PARKING AREAS AT PERIMETER WILL BE PROVIDED. SCREENING OF TRUCK USAGE AREAS TO BE PROVIDED. PROJECT ENTRY IS ACCENTED WITH WITH FLOWERING TREES AND FLOWERING SHRUB AND PERENNIAL MASSES.

I AGREE TO COMPLY WITH THE REQUIREMENTS OF THE WATER EFFICIENT LANDSCAPING ORDINANCE IN THE PREPARATION OF THE LANDSCAPE AND IRRIGATION PLANS AND SUBMIT A COMPLETE LANDSCAPE DOCUMENTATION PACKAGE IN THE FINAL CONSTRUCTION PHASE.

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PANNATTONI

Project:

FOOTHILLS ROAD
SHELL BLDG.

ROSEVILLE, CA

Consultants:

CIVIL -
STRUCTURAL -
MECHANICAL -
PLUMBING -
ELECTRICAL -
LANDSCAPE -
FIRE PROTECTION -
SOILS ENGINEER -

Title:

Project Number: 0

Drawn by: BH

Date: 2-3-17

Revision:

3-6-17 RESUBMIT PRELIMINARY

Sheet:

LC1.1



PANATTONI ROSEVILLE PROJECT ONE

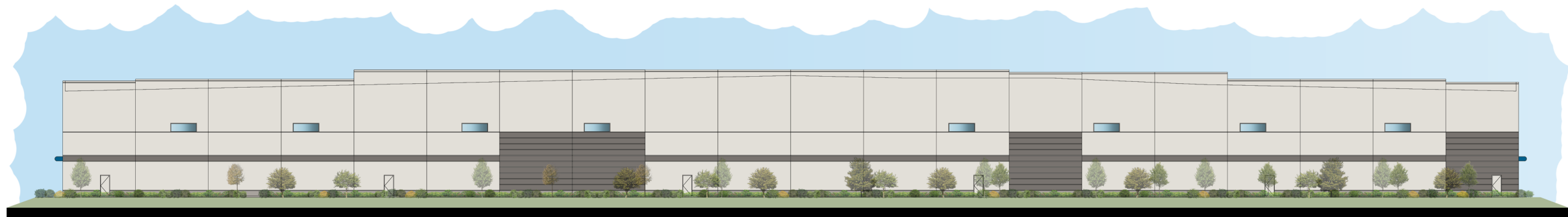
7701 FOOTHILLS BLVD, ROSEVILLE, CA



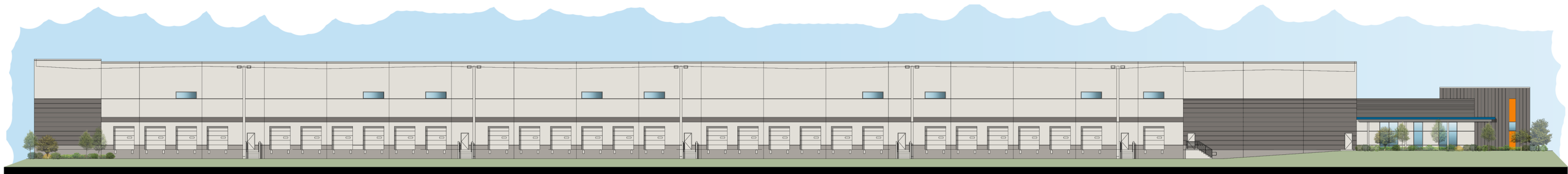
Job# 16245

CONCEPTUAL COLORED ELEVATIONS

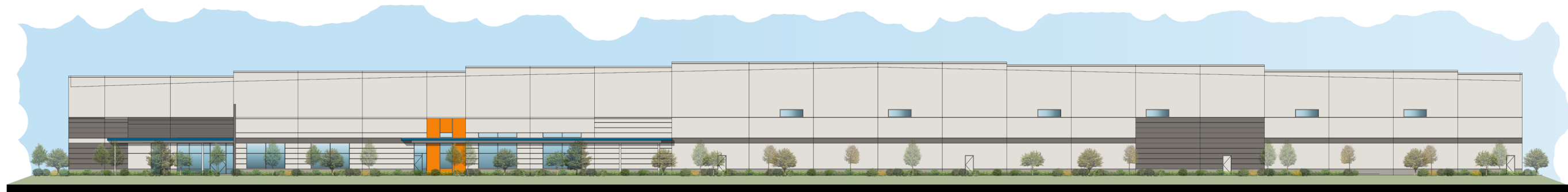
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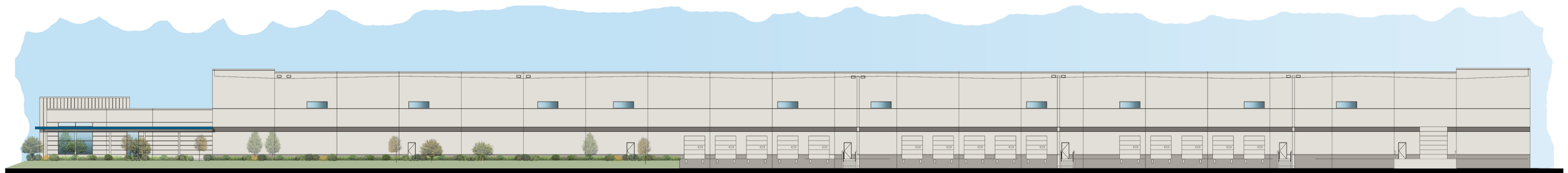
NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION



Job# 16245

PANATTONI ROSEVILLE PROJECT ONE

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CONCEPTUAL COLORED ELEVATIONS



03/08/2017