

Recording Requested by:

CITY OF ROSEVILLE

When Recorded Mail to:

City Clerk

City of Roseville

311 Vernon Street

Roseville, CA 95678

Exempt from recording fees

Pursuant to Govt. Code 27383



PLACER, County Recorder

JIM MCCAULEY

DOC- 2006-0022488

Thursday, MAR 02, 2006 08:49:47

NOC \$0.00::

Ttl Pd \$0.00

Nbr-0001447281

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(THIS SPACE RESERVED FOR RECORDER'S USE)

FIRST AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE
CITY OF ROSEVILLE AND ROSEVILLE FIDDYMENT LAND VENTURE LLC,
RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN

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**FIRST AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF ROSEVILLE AND ROSEVILLE FIDDYMENT LAND VENTURE,
LLC, RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN**

This First Amendment of Development Agreement ("Amendment") is entered into this 4th day of January, 2006, by and between the CITY OF ROSEVILLE, a municipal corporation ("City") and ROSEVILLE FIDDYMENT LAND VENTURE, LLC, a Delaware limited liability company ("Developer"), pursuant to Sections 65864 through 65869.5 of the Government Code of California.

WITNESSETH:

A. Developer and City entered into a Development Agreement (the "Development Agreement") which was approved by the City Council of City on February 23, 2004 in the Official Records of Placer County as Instrument No. 2004-0080708. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

B. City and Developer entered into the Development Agreement relative to development within the West Roseville Specific Plan Area ("Specific Plan", "WRSP" or "Plan Area"), as such is more precisely defined in Exhibits "A" and "B" of the Development Agreement.

C. Certain terms of settlement agreements arising out of two lawsuits regarding the WRSP (*Catalano v. Roseville* and *Defenders of Wildlife v. Norton*) imposed additional conditions on the WRSP that require implementation through amendment of the Development Agreement.

D. This Amendment amends the Development Agreement. It affects the real property described in **Exhibit "A"** and **Exhibit "B"** attached to the Development Agreement and shall run with the land.

E. The Amendment is authorized by Section 1.4 of the Development Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AMENDMENT OF DEVELOPMENT AGREEMENT. The following sections and exhibits of the Development Agreement are hereby amended as follows:

a. TABLE OF CONTENTS. The following entries are added to the Table of Contents:

"3.5.7.1	Traffic Signal Interconnect Project
3.15.11	Air Quality Program
3.15.12	Traffic Signal Coordination Fee
3.15.13	Transit Shuttle Service Fee
3.15.14	South Placer Animal Control Shelter Fee
3.25	Sun City Homeowners Association Contribution
3.26	Fee Adjustments Resulting From Under Building
3.27	Air Quality Mitigation Fee
3.28	Sierra College Boulevard (Town of Loomis) Fee"

b. REVISED SECTION 2.2. The unit counts and approximate residential land use acreages set forth in Section 2.2 are revised to read as follows:

"Low Density Residential	2,771 units on 837.3 Net Acres;
Medium Density Residential	394 units on 54.3 Net Acres;
High Density Residential	1,005 units on 104.6 Net Acres"

c. REVISED SECTION 2.6. The last sentence of the first paragraph of Section 2.6 is revised in its entirety to read as follows:

"Any adjustment based on actual development shall be subject to the approval of the Community Services Director."

d. REVISED EXHIBIT E. Exhibit E attached to the Development Agreement is hereby deleted and replaced by the Exhibit E attached to this Amendment.

e. REVISED SECTION 2.6.1. Section 2.6.1 is revised in its entirety to read as follows:

"2.6.1 Affordable Purchase Residential Units. Developer agrees that 83 units will be reserved on the Property as detached and/or attached single-family residential units affordable to middle-income purchasers as follows:"

Parcel	Total Units in Parcel	Middle Income Purchase Units
Parcel F-16	224	46
Parcel F-21	219	37
Total		83

"Such units shall be distributed throughout each such Parcel. Parcel F-21 shall be for-sale units unless the City agrees otherwise when a development plan is proposed for Parcel F-21."

f. REVISED SECTION 3.3. The first sentence in Section 3.3 is revised in its entirety to read:

"Developer shall develop and construct the on-site and off-site infrastructure necessary to serve the Project in three phases consistent with the Phasing Plan set forth in the Specific Plan and in Exhibit "F" and "OO" attached hereto."

g. REVISED SECTION 3.5.5. The first sentence of Section 3.5.5 is revised to read as follows:

"All improvements to be installed by Developer shall be designed and constructed pursuant to the Improvement Standards and development standards in effect for the City at the time the improvement plans are initially submitted to the City for review and approval by the City and the submittal is deemed complete by the City."

h. NEW SECTION 3.5.7.1. Section 3.5.7.1 is added in its entirety to read as follows:

"3.5.7.1. Traffic Signal Interconnect Project. In connection with the West Roseville Traffic Signal interconnect project, Developer agrees to fund one-third of the cost of constructing the improvements set forth in the Fehr & Peers plans (#1997-E01) approved by City April 12, 2005, and incorporated herein by reference (the "Signal Interconnect"). City agrees to fund its one-third share and to collect the remaining one-third of the cost of the Signal Interconnect from 1600 Placer Investors, LP and/or PL Roseville, LLC, pursuant to an amendment to that certain agreement between the City of Roseville and 1600 Placer Investors, LP recorded in the Official Records of Placer County as Instrument No. 2004-006948. Developer shall have no further obligations to fund or construct any other offsite portions of the City's traffic signal interconnect project."

i. NEW SECTIONS 3.12.4.2 THROUGH 3.12.4.7. Sections 3.12.4.2, 3.12.4.3, 3.12.4.4, 3.12.4.5, 3.12.4.6 and 3.12.4.7 are added in their entirety to read as follows:

"3.12.4.2 Construction of Neighborhood Park Improvements by Developer. Developer shall design and install park improvements for the park site planned for parcel F-53, subject to and in accordance with the following provisions:"

"(a) The park site for parcel F-53 shall be improved in conjunction with Developer's development of the parcels F-4 and F-5."

"(b) The park facilities for Parcel F-53 shall be constructed and improved according to a plan for the site to be prepared by Developer and approved by the City. These park facilities shall be designed in accordance with the preliminary designs for park F-53 described in the Specific Plan, the Parks Financing Plan (as shown in Exhibit "GG" of Development Agreement), and the design standards for such facilities and improvements described in the City's park F-53 master plan. The improvement plans for the park site shall include-detailed construction plans, specifications and drawings for the site to be approved by the City. Developer shall be responsible for all costs associated with the approval of the plan, including the cost of preparing the required construction plans and drawings, subject to credits provided for in Section 3.12.4.7."

"3.12.4.3 Estimated Costs Associated with Neighborhood Park Improvements. The estimated cost for the design and construction of the park improvements for parcel F-53 (\$1,261,692.00) are set forth in the Parks Financing Plan for the Specific Plan and have been used to establish the neighborhood park fee for the Property. The improvements to be required by the City for this park site shall consider and accommodate such cost estimates. The cost estimates shall be adjusted by the City, from the Effective Date of this Agreement to the date of commencement of the construction of the improvements, based on the percentage change in the Construction Cost Index."

"When Developer bids the work for the neighborhood park, the City shall review and approve the bid documents for the park improvements prior to the issuance of a notice of and invitation to bid by Developer. The City shall also review the bids received by Developer and shall approve the Developer's selection of the most appropriate bid prior to award of the contract. The City shall have ten (10) working days to review the bids and if the bid amount for the work, together with all design and other park improvements costs then incurred by Developer, exceed the then adjusted cost estimate by more than eight percent (8%), then the City shall either (i) agree to defer the installation of certain improvements within the park to reduce the cost of the work to be installed by Developer to one hundred eight percent (108%) of such adjusted cost or (ii) agree to pay its share of the cost of the improvements in excess of one hundred eight percent

(108%) of such adjusted cost estimate, as such costs are incurred by Developer. If the actual cost of the bid for the work, together with all design and other park improvement costs then incurred by Developer, is less than the then adjusted cost estimate for the park, Developer shall pay to the City the difference between the actual cost of the park construction and the total amount of fee credits received as described in Section 3.12.4.7."

"3.12.4.4 Construction Plans for Neighborhood Park Improvements. Developer shall submit completed construction plans and specifications (the "Construction Documents") to the City for improvement of parcel F-53 prior to the issuance of the 75th building permit issued within parcels F-4 and F-5 (the "Responsible Parcels"). The construction documents shall be subject to review and approval by the Department of Parks and Recreation ("the Department") and other City departments. Developer may submit completed Construction Documents earlier than this milestone with written authorization by City."

"3.12.4.5 Scheduling of Neighborhood Park Improvement Construction. Developer shall commence construction of the park improvements for parcel F-53 in accordance with its approved park plan prior to the issuance of the 175th building permit issued within parcels F-4 and F-5. Developer shall not issue any change orders on such construction contract without first obtaining City's written consent and may commence construction of the park improvements earlier than this milestone with written authorization by City."

"Thereafter, Developer shall diligently proceed with such construction and use its best efforts to complete the construction of the improvements to the park site within one hundred fifty (150) days of the date of the commencement of such improvements."

"In the event the Developer elects to commence construction of the park improvements for parcel F-53, upon completion Developer shall be responsible for the maintenance of the park improvement and the liability for use of the park facilities by the public. This obligation shall exist from the completion of the parks until thirty (30) days following notice to City by Developer that all building permits within parcel F-4 and parcel F-5 have been issued."

"Completion of park is defined as successful establishment of plant material and turf and acceptable compliance with City park construction standards. City to accept park within 30 days of above date, after a final walk through has been completed and park is in an acceptable condition that meets City standards, and provided adequate funding for the

maintenance district is in place for parcel F-53 in the Community Facilities District No. 2 ("CFD #2")."

"Developer acknowledges that development of the park will be dependent upon compliance with the foregoing schedule. Accordingly, if the design and construction schedule for parcel F-53 is not satisfied, the City may deny building permits within the applicable parcels receiving credits identified in Section 3.12.4.7 whether or not the ownership thereof is under a single owner or multiple owners. City acknowledges and agrees that any failure to comply with such schedule shall not affect the rights of Developer to proceed with the construction of units for which building permits have been issued by the City."

"Developer further acknowledges and agrees that, notwithstanding anything else to the contrary in this Amendment or in any assignment of the Development Agreement, including this Amendment, with respect to the obligations under this Section 3.12.4.2, Developer shall be personally responsible for the design and construction of the park improvements for parcel F-53 as and when required hereunder and shall remain personally responsible therefor notwithstanding any subsequent sale or transfer of any parcels designated "Responsible Parcels" for such park improvements and notwithstanding any assumption of such obligation by any successor in interest to Roseville Fiddymment Land Venture, LLC, unless the City expressly agrees, in writing, to release Roseville Fiddymment Land Venture, LLC from any of such design or construction obligations under this Section 3.12.4.2. Notwithstanding the foregoing, City is presumed to have expressly approved the assignment and assumption of this obligation by the West Roseville Development Company, Inc., a Delaware corporation. As a condition of any such assignment that involves a Responsible Parcel, the City may require that Developer or Developer's successor post security in form and amount acceptable to the City to secure the completion of the design and construction of the park improvements for the parcel F-53."

"To assist City in monitoring compliance with the park design and construction schedule, as and when Developer applies for building permits within a Responsible Parcel, Developer shall give written notice to the Department, indicating the number of units involved in the permit request and the total number of building permits which have been issued for the Responsible Parcels of which such parcel is a part, as well as the status of the design and/or construction of the parcel F-53."

"3.12.4.6 Amenities Included in Neighborhood Park Improvements. Park improvements constructed by Developer for parcel F-53 shall include all utilities and all landscaping and irrigation necessary to serve the park. When installing road improvements adjacent to the park

site, Developer shall construct the frontage improvements therefore (excluding landscaping and sidewalks unless the park is developed at the same time as such frontage improvements are being installed) and stub utilities for the park site, subject to direction from the City on balance of the subdivision improvements."

"3.12.4.7 Neighborhood Park Fee Credits and Reimbursement. In consideration of Developer designing and constructing the park on Parcel F-53, Developer shall receive full credit against the neighborhood park fee described in Section 3.12.4, including any adjustment that may be made periodically consistent with the terms of the Development Agreement and this Amendment.. Said park fee credits shall apply to all units within parcels F-1, F-2, F-3, F-4 and F-5. Upon completion of the park improvements, Developer shall submit itemized invoices evidencing the costs of all improvements of the park. Credits are estimated to be \$1,448,832.00, which is expected to exceed the estimated cost of the park development at \$1,261,692.00. If the value of the credits exceeds the costs incurred to complete the park, then the difference shall be paid to the City by the Developer within 30 days of the acceptance of the park improvements by the City."

j. REVISED SECTION 3.12.9.5. The following sentence is added to the end of Section 3.12.9.5:

"Furthermore, and also continuously throughout the marketing period for the residential lots serviced by Pocket Parks, Developer shall reasonably inform prospective buyers of residential lots that the Pocket Parks are provided in excess of the City's parkland dedication requirements and may therefore cease to exist should the mechanism funding their maintenance cease to exist."

k. REVISED SECTION 3.12.9.6(a). Section 3.12.9.6(a) is hereby revised in its entirety to read as follows:

"(a) Developer shall record a declaration of Covenants, Conditions, and Restrictions ("Declaration") against all residential lots on the final subdivision map, advising all prospective owners of residential lots in any subdivision served by a Pocket Park that such Pocket Parks may or may not remain in existence, subject to the availability of funding for their maintenance, and that any Pocket Park whose maintenance is not adequately funded shall be subject to any use deemed appropriate by the City, including residential development consistent with underlying zoning in place at the time of the Pocket Park's creation."

l. REVISED SECTION 3.12.9.9. Section 3.12.9.9 is revised in its entirety to read as follows:

"3.12.9.9 In the event that the members of the Maintenance CFD vote to terminate the Maintenance CFD, or to terminate or reduce the funding for Pocket Parks below the level required for maintenance according to City standards, any of the following may occur, at the City's sole option and discretion:"

"(a) The City may, for a period of time determined in City's sole discretion, assume responsibility for the maintenance of the Pocket Parks independent of the Maintenance CFD, and may thereafter at any time choose to act under subsection (b) of this Section 3.12.9.9; OR"

"(b) The City may elect to use the land on which the Pocket Parks are located for any purpose consistent with the land's underlying zoning, which may include, but not be limited to selling the land for residential development."

m. NEW SECTION 3.15.13. Section 3.15.13 is added in its entirety to read as follows:

"3.15.13 Transit Shuttle Service Fee. Developer shall pay the Transit Shuttle Service Fee to provide a shuttle service from the Specific Plan to the Watt Avenue/Interstate 80 light rail station. The fee shall be paid upon issuance of each building permit, in the amount of \$52.50 per dwelling unit equivalent, inflated annually based upon the Engineering News Record, Construction Cost Index for the United States, average of the 20 cities and San Francisco (CCI)."

n. NEW SECTION 3.15.14. Section 3.15.14 is added in its entirety to read as follows:

"3.15.14 South Placer Animal Control Shelter Fee. Developer shall pay the South Placer Animal Control Shelter Fee for the future construction of a South Placer Animal Control Shelter. The fee shall be paid upon issuance of each residential building permit in the amount of fifty dollars (\$50) per dwelling unit."

o. REVISED SECTION 3.24. Section 3.24, item 23, is revised in its entirety to read as follows:

"23. Masonry walls or enhanced wood fencing including walls adjacent to landscape corridors, parks, open space and other public facilities, are installed in the right of way, on public property. The face of the wall/fence on the private property side shall be maintained by the private property owner. The wall and the face of the wall on the public

property shall be maintained by the City with CFD maintenance funds.”

p. REVISED SECTION 3.24. The following two entries are added to the end of Section 3.24:

“24. Livestock grazing may occur within the open space preserve areas.”

“25. Every residential unit is equipped with a recirculating hot water system, or similar technology to provide instantaneous hot water at each hot water faucet.”

q. NEW SECTION 3.26. Section 3.26 is added in its entirety to read as follows:

“3.26 Fee Adjustments Resulting From Under-Building. City’s collection of certain fees in this Agreement is dependent on the number of building permits issued within the Plan Area. Such fees include the Bike Trail Fee (Section 3.12.7), Public Benefit Fee (Section 3.15.3), General Fund Contribution (Section 3.15.4), Air Quality Fee (Section 3.15.11), Traffic Signal Coordination Fee (Section 3.15.12), Transit Shuttle Service Fee (Section 3.15.13) and South Placer Animal Control Shelter Fee (Section 3.15.14), hereinafter “Building Permit Fees.” To protect the City in the event that Developer under-builds the number of units assigned to large lot parcels as a result of Density Transfers (consistent with Section 2.3 of this Agreement), City and Developer shall, prior to Developer recording the first final map in Phase 3 and the last final map in Phase 3, review the total amount of Building Permit Fees paid to date. In the event that Developer has or is projected to under-build the number of units in the WRSP, City may adjust Building Permit Fees upward to account for the underutilization of entitled dwelling units.”

r. NEW SECTION 3.27. Section 3.27 is added in its entirety to read as follows:

“3.27 Air Quality Mitigation Fee. Developer shall pay the Placer County Air Pollution Control District Air Quality Mitigation Fee. The fee shall be paid upon issuance of each residential building permit in the amount of One Hundred Thirty-Four Dollars and Ten Cents (\$134.10) per dwelling unit. The City shall remit all payments to the Placer County Air Pollution Control District on or before January 30 of each calendar year until year 2025 or the Project is built out, whichever occurs later.”

s. NEW SECTION 3.28. Section 3.28 is added in its entirety to read as follows:

"3.28 Sierra College Boulevard (Town of Loomis) Fee. Developer shall pay the Sierra College Boulevard (Town of Loomis) Fee. The fee shall be paid upon issuance of each residential building permit in the amount of Seventy-Five Dollars (\$75.00) per dwelling unit. The City shall remit all payments to the Town of Loomis by December 31 of each calendar year until the City issues the final building permit for the Project."

t. REVISED ARTICLE 10 The contact for Developer under Article 10 is revised as follows:

"Roseville Fiddymment Land Venture, LLC
c/o Signature Properties
1322 Blue Oaks Boulevard, Suite 100
Roseville, California 95678
Attention: James W. McKeehan"

2. Consistency with General Plan. The City Council has found and determined that this Amendment of the Development Agreement is consistent with the General Plan and the West Roseville Specific Plan.

3. Amendment. This Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein. As amended hereby, the Development Agreement remains in full force and effect.

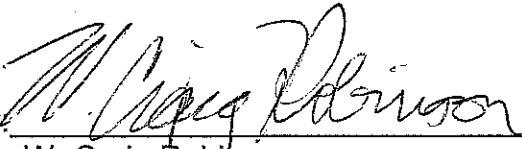
4. Exhibits. The following exhibits are attached hereto and incorporated herein by reference:

Exhibit "E" Affordable Housing Sites

5. Form of Amendment. This Amendment is executed in two duplicate originals, each of which is deemed to be an original.

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 Ordinance No. 4324, adopted by the Council of the City of Roseville on the 4th day of January, 2006.

CITY OF ROSEVILLE,
a municipal corporation

By: 
W. Craig Robinson
City Manager

ROSEVILLE FIDDYMENT LAND
VENTURE, LLC, a Delaware limited liability
company

By: Signature Properties, Inc., a California
corporation, its Manager

By: 
James W. McKeehan
Executive Vice President

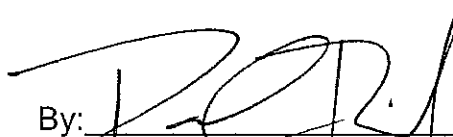
ATTEST:

By: 
Sonia Orozco
City Clerk

APPROVED AS TO FORM:

By: 
Mark J. Doane
City Attorney

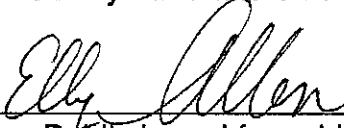
APPROVED AS TO SUBSTANCE:

By: 
Paul Richardson
Planning Director

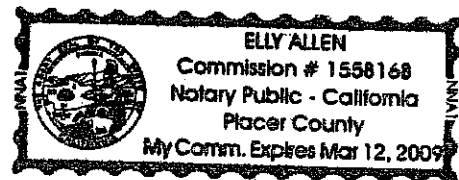
STATE OF CALIFORNIA)
 : ss.
COUNTY OF PLACER)

On this 22nd day of February in the year of 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared W. Craig Robinson, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public in and for said State



THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AS FOLLOWS:

Title or Type of Document: First Amendment of Development Agreement

Date of Document: January 4, 2006

Acknowledgment – All Purpose

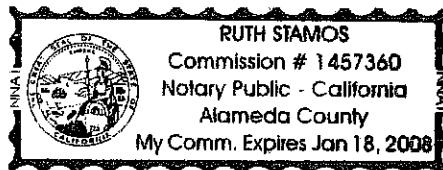
State of California
County of Alameda

}ss.

On February 8, 2006 before me, Ruth Stamos, Notary Public.
Date

personally appeared James W. McKeehan
Name(s) of Signer(s)

- ✓ Personally known to me
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 executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Ruth Stamos
Ruth Stamos-Commission No. 1457360
Commission Expiration Date January 18, 2008

Optional

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: First Amendment of Development Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

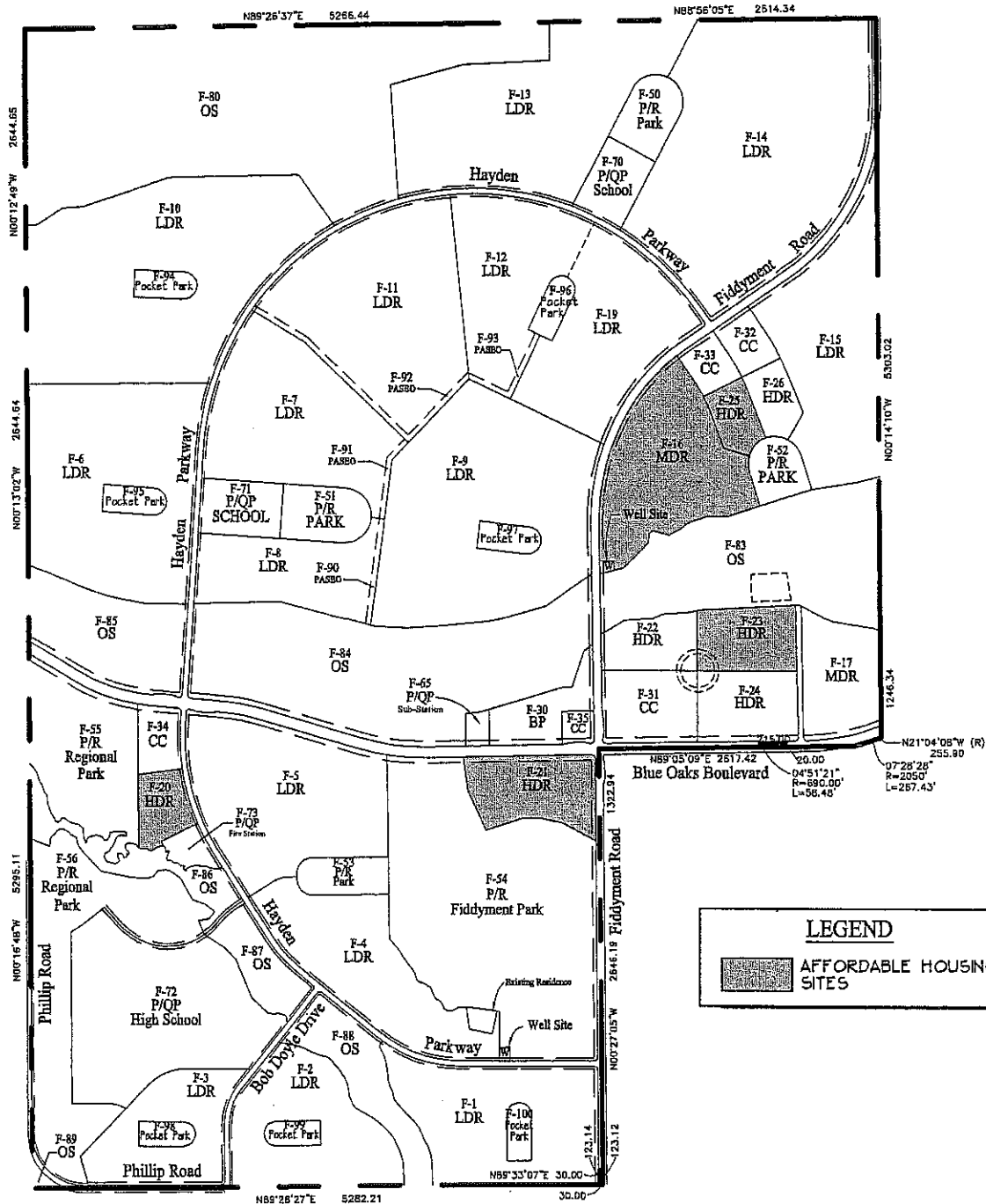
Capacity(ies) Other than Named Above:

Signers Name: _____

- ☐ Individual
☐ Corporate Officer-Title(s): _____
☐ Partner- ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

Exhibit E Affordable Housing Sites



SCALE: 1" = 1500'

First Amendment to Fiddymont DA

ORDINANCE NO. 4324

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
REGARDING THE WEST ROSEVILLE SPECIFIC PLAN,
AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a First Amendment to Development Agreement by and between the City of Roseville and Roseville Fiddymont Land Venture, LLC (hereinafter, the "First Amendment to Development Agreement").

SECTION 2. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the First Amendment to Development Agreement, and makes the following findings:

1. The First Amendment to Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan and the West Roseville Specific Plan;
2. The First Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance and Zoning Map;
3. The First Amendment to Development Agreement is in conformance with the public health, safety and welfare;
4. The First Amendment to Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
5. The First Amendment to Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment.

SECTION 3. The First Amendment to Development Agreement, a copy of which is on file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 4. The City Clerk is directed to record the executed First Amendment to Development Agreement, within ten (10) days of its execution by the City Manager, with the County Recorder's office of the County of Placer.

SECTION 5. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three 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 4th day of January, 2006, by the following vote on roll call:

AYES COUNCILMEMBERS: Gray, Allard, Roccucci, Rockholm, Garbolino

NOES COUNCILMEMBERS: None

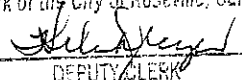
ABSENT COUNCILMEMBERS: None


MAYOR

ATTEST:


City Clerk

The foregoing instrument is a correct copy of the original on file in this office.

ATTEST: _____
City Clerk of the City of Roseville, California

DEPUTY CLERK