J. Cont

RECORDING REQUESTED BY AND WHEN RECORDED, MAIL TO:

City Clerk City of Roseville 311 Vernon Street Roseville, CA 95678 Attn: Carolyn Parkinson PLACER, County Recorder JIM MCCAULEY Co Recorder Office DOC- 2002-0057170

Friday, MAY 17, 2002 08:01:00 NOC

Ttl Pd \$0.00

Nbr-0000629435 ot1/R3/1-12

SECOND AMENDMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE SAMMIS ROSEVILLE ASSOCIATES RELATIVE TO THE NORTH ROSEVILLE SPECIFIC PLAN PHASE II

THIS SECOND AMENDMENT is entered into this 10th day of between the CITY OF ROSEVILLE, a municipal corporation ("City"), and JOHN MOURIER CONSTRUCTION, INC., a California corporation ("Landowner"), pursuant to the authority of Section 65864 through 65869.5 of the Government Code of California.

WITNESSETH:

- On August 25, 1999, the City of Roseville and Sammis Roseville Associates, a California General Partnership (hereinafter "Sammis") entered into that certain agreement entitled "Development Agreement By and Between The City of Roseville and Sammis Roseville Associates Relative to the North Roseville Specific Plan Phase II" (hereinafter the "Development Agreement"). The Development Agreement was recorded in the Official Records of Placer County on September 13, 1999, as Document 99-0081306. Except as otherwise defined herein. all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.
- On August 1, 2001, Landowner purchased Parcel WW-16 from Sammis. Pursuant to paragraph "2. Assignment" of the Development Agreement (p. 41) Sammis has assigned its interest in the Development Agreement with respect to Parcel WW-16 to Landowner.
- Landowner as a successor in interest, intends to develop Parcel WW-16 with a C. single-family, medium density residential development.
- D. On March 20, 2002 City and Landowner entered in the First Amendment to the Development Agreement, which amendment was recorded in the Official Records of Placer County on MARCH 27⁺¹⁰, 2002 as Document No.02-0033966 (hereinafter the "First Amendment"). The First Amendment relates to Parcels WW-2 and WW-5 of Phase II of the North Roseville Specific Plan.
- This Second Amendment amends the Development Agreement (hereinafter the "Second Amendment") and it shall run with the land. It affects a portion of the real property subject to the Development Agreement. The real property affected by this Second Amendment is

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Ttl Pd	\$0.00	Nbr-0000629435

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE,

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WITNESSETH:

- A. On August 25, 1999, the City of Roseville and Sammis Roseville Associates, a California General Partnership (hereinafter "Sammis") entered into that certain agreement entitled "Development Agreement By and Between The City of Roseville and Sammis Roseville Associates Relative to the North Roseville Specific Plan Phase II" (hereinafter the "Development Agreement"). The Development Agreement was recorded in the Official Records of Placer County on September 13, 1999, as Document 99-0081306. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.
- B. On August 1, 2001, Landowner purchased Parcel WW-16 from Sammis. Pursuant to paragraph "2. Assignment" of the Development Agreement (p. 41) Sammis has assigned its interest in the Development Agreement with respect to Parcel WW-16 to Landowner.
- C. Landowner as a successor in interest, intends to develop Parcel WW-16 with a single-family, medium density residential development.
- D. On March 20, 2002 City and Landowner entered in the First Amendment to the Development Agreement, which amendment was recorded in the Official Records of Placer County on MARCH 27⁺¹⁰, 2002 as Document No.02-0033966 (hereinafter the "First Amendment"). The First Amendment relates to Parcels WW-2 and WW-5 of Phase II of the North Roseville Specific Plan.
- E. This Second Amendment amends the Development Agreement (hereinafter the "Second Amendment") and it shall run with the land. It affects a portion of the real property subject to the Development Agreement. The real property affected by this Second Amendment is

identified in Exhibit "B-1" of the Development Agreement as "WW-16" and is more particularly described in Exhibit "A-1" and depicted in Exhibit "A-2" attached to this Second Amendment (herein "Parcel WW-16").

- F. The City Council has approved an amendment to the North Roseville Specific Plan by Resolution No. 02-61 (the "Specific Plan Amendments"), which amendment amends the land use designation of Parcel WW-16 from High Density Residential (HDR) to Medium Density Residential (MDR), and by Ordinance No. 3806 the City Council has approved a rezoning of Parcel WW-16 from Attached Housing (R-3) to Small Lot Residential (RS).
- G. The City Council has found and determined that the Second Amendment is consistent with the General Plan and the North Roseville Specific Plan.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. Amendment of Development Agreement. The following sections of the Development Agreement are hereby amended as follows:
 - a. Recital 5 is revised to read:
 - "5. <u>Entitlements.</u> The City Council has approved the following land use entitlements for the Property, which entitlements are the subject of this Agreement:
 - 5.1 The Roseville General Plan, as amended by Resolution No. 02-61;
 - 5.2 The North Roseville Specific Plan and Design Guidelines, as amended and adopted by Resolution No. 02-62, (the "Specific Plan");
 - 5.3 The Rezoning of the Property pursuant to Ordinance No.3806, dated February 20, 2002;
 - 5.4 This Development Agreement, as adopted by Ordinance No. 3807 (the "Adopting Ordinance") and as amended hereby.

The approvals described in paragraphs 5.1 through 5.3, inclusive, are referred to herein as the **"Entitlements."**

b. Revised Section 2.2 (Vested Entitlements). All references in the Agreement to Exhibits "B-1" and "B-2" shall refer to Revised Exhibits "B-1" and "B-2" attached hereto and the approximate land use acreages set forth in Section 2.2 of the Development Agreement are revised to read as follows:

Single Family, Low Density Residential:
Single Family, Medium Density Residential:
Multi-Family, High Density Residential:
Multi-Family, Sr/Hndcp/Disabld
Community Commercial
Public/Quasi Public
(Schools) (Fire Station) (Church) (Well Site)

1,318 Units on 285.6 acres; 232 Units on 28.5 acres; 332 Units on 12.7 acres; 110 Units on 7.9 acres; 15.6acres;

29.6 acres;

Other Public (ROW) Park: Open Space: 26.4 acres; 15.7 acres; and 68.1 acres.

- c. Revised Section 2.6 (Affordable Housing) Section 2.6 of the Development Agreement shall be revised in its entirety to read as follows:
- "2.6 Affordable Housing. Consistent with the goals and policies contained in City's General Plan and the Specific Plan, and subject to the terms of this Agreement, Landowner shall develop or cause ten percent (10%) of the total residential units which are actually constructed within its Property to be developed as affordable housing. In accordance with the terms of this section and subject to adjustment based on actual development, the goal is to provide 46 units affordable for purchase to middle-income households, 45 units affordable for purchase to low-income households, and 110 units affordable for rent to low-income households. Any adjustment based on actual development shall be subject to the approval of the Housing Director.

"The terms "very low income" means households earning less than seventy percent (70%) of median income, "low income" means households earning seventy percent (70%) to eighty percent (80%) of median income, and "middle income" means households earning eighty-one percent (81%) to one hundred percent (100%) of median income. Median income and allowable assets shall be determined in accordance with the General Plan Housing Element, the Specific Plan and City policy.

- "2.6.1 Affordable Purchase Residential Units. Landowner agrees that 46 residential units will be reserved within Parcel WW-14 as detached and/or attached single-family residential units affordable to purchasers in middle-income households. Landowner further agrees that 45 residential units will be reserved within Parcel WW-16 as detached and/or attached single-family residential units affordable to purchasers in low-income households. Such units shall be distributed throughout the applicable Parcels.
- "2.6.1.1 Agreement. Prior to the approval of each final residential lot subdivision map within a Parcel designated to provide affordable purchase opportunities, the parties shall enter into City's then current form Affordable Purchase Housing Development Agreement (or other form as required by the City) for the residential purchase units affordable to low- and middle-income households.
- "2.6.1.2 Content. The Affordable Purchase Housing Development Agreements shall, for each such residential lot subdivision, set forth, among other things, the distribution of the relevant number of said affordable housing units within the subdivision, Landowner's obligations for marketing the affordable units, and sharing of appreciation (if any) of the affordable unit's value. No City subsidies will be required to be made available to provide residential purchase units affordable to low- or middle-income households.

"Notwithstanding any provisions of the City's then current Affordable Purchase Housing Development Agreement to the contrary, the Affordable Purchase Housing Development Agreements shall provide that:

a) Low income affordable purchase units shall be marketed to low-income households for a minimum of fifty (50) days from the date Landowner commences marketing of the subdivision in which such affordable units are located. Affordable purchase units marketed to low income households which are not sold within the initial fifty- (50) day period shall be marketed for ten (10) days to middle income households. If

such units are not sold within the additional ten (10) days to middle-income households, the units may be sold as market price units.

Middle-income affordable purchase units shall be marketed to middle-income households for a minimum of ten (10) days from the date Landowner commences marketing of the subdivision in which such affordable units are located. If not sold to middle-income households within that period, the units may be sold as market price units.

- b) Any affordable purchase units remaining unsold after the required marketing periods as low and middle-income units which are later sold as market units shall nonetheless be credited against Landowner's affordable purchase housing obligation.
- c) The Landowner may develop the affordable purchase units with fewer amenities than the market rate units, however, the affordable purchase units shall utilize the same or similar materials as the market rate units on the exterior.
- d) Landowner's obligation to provide affordable purchase units may be moved and may be satisfied by the provision of affordable purchase units elsewhere within the applicable subdivision, or within other residential Parcels within the Neighborhood, or within residential Parcels within other Neighborhoods of the Specific Plan, subject to the Housing Director's approval.
- e) For purposes of making housing opportunities affordable, Landowner agrees that it shall use its best efforts to sell such affordable purchase units to qualifying low and middle-income households as required by this Agreement. Such best efforts shall include, without limitation, special advertising prior to the release of the affordable purchase units for sale indicating the availability thereof to low and middle-income households, and maintenance of a waiting list of low and middle-income households seeking housing opportunities in Landowner's development(s), notification of such persons (and any such households provided by the Housing and Redevelopment Manager for the City) prior to any release of affordable purchase units, and the pre-release, by at least one day, of such affordable units to such notified households.

"Within three (3) working days of execution of a contract of sale of an affordable purchase unit to a qualifying low or middle-income household, Landowner shall notify the Housing and Redevelopment Manager in writing of such sale and provide information verifying such qualification as low and middle-income.

- "2.6.1.3 No City Subsidies. Landowner agrees to provide all of the lowand middle-income affordable housing purchase units without any subsidy from the City.
- "2.6.1.4 <u>Transfer of Obligation</u>. At the request of Landowner, the affordable purchase housing obligation (or any portion thereof) for Parcel WW-14 or for Parcel WW-16 may be transferred, with the consent of City, to another parcel (the Transferee Parcel) within said Parcel's Neighborhood of the Specific Plan or within another Neighborhood of the Specific Plan. No such transfer shall require an amendment to this Agreement, but City and Landowner shall execute an instrument memorializing such transfer of obligation which shall be recorded against the affected Parcels, with reference to this Agreement.

"2.6.1.5 <u>Fee Deferral</u>. Landowner and City shall cooperate to allow Landowner to make an application for a deferral of applicable fees through the City Economic Development Advisory Committee. Landowner and City further agree that City shall consider Landowner's application for a fee deferral based on applicable criteria but that City is under no obligation to approve said application.

"2.6.2 Multi-Family Affordable Rental Units.

"2.6.2.1 <u>Affordable Obligation</u>. Landowner agrees that 110 residential units will be reserved within Parcel WW-17 for rental to low-income households.

"2.6.2.2 Transfer/Satisfaction of Obligation. At the request of Landowner, the affordable rental housing obligation (or any portion thereof) for a Parcel may be transferred, with the consent of City, to another parcel (the Transfer Parcel) within said Parcel's Neighborhood of the Specific Plan or within another Neighborhood of the Specific Plan. No such transfer shall require an amendment to this Agreement, but City and Landowner shall execute an instrument memorializing such transfer of obligation which shall be recorded against the affected Parcels, with reference to this Agreement.

"City further agrees that Landowner may, at its option, reduce and/or satisfy this obligation to provide affordable rental units within Parcel WW-17 through the construction and sale of other residential units elsewhere in the Property to qualified low-income households, earning less than 80% of the median income. The marketing and sale of any such alternative affordable housing units shall be separate and distinct from the Landowner's obligation to provide affordable purchase units in accordance with the provisions of Section 2.6.1 above, provided the marketing and sale of such units shall be subject to the approval of the Housing Director. For each such sale of an alternative affordable unit, Landowner's obligation to provide affordable rental units on Parcel WW-17, or any Transferee Parcel thereof, shall be reduced by a corresponding one (1) unit.

"2.6.2.3 Compensation by City. City shall compensate Landowner or its successors for two-thirds (2/3) of the net present value (discounted at a reasonable rate of interest) of the loss of rental revenue that would be expected to accrue over the thirty (30) year period that such units are reserved. Such compensation (hereafter "subsidy" or "subsidies") shall be made in cash, by fee reduction, by density bonus or any other from agreeable to the Landowner and City. Within sixty (60) days after Landowner or a successor applies for a design review permit with respect to Parcel WW-17, City shall specify the range of incomes to be served at time of occupancy and identify or provide funding for subsidies. If City cannot provide the necessary funding on such Parcel, City may identify within said sixty- (60) day period a source of funding for subsidies for the affordable units applicable such parcel. Landowner shall join City in any application prepared by City for Federal, State, local or private funding for such identified subsidies and Landowner shall use its best efforts to cooperate with City to obtain approval thereof. City and Landowner agree that the pursuit or approval of such application shall not result in any adverse economic or financial impact on Landowner or Parcel WW-17. If subsidies are not identified by the City within said sixty- (60) day period, or if identified, if such subsidies are not made available within nine (9) months following application for the design review permit, then the requirement to provide the low-income affordable units shall terminate or shall be reduced or deferred to a level or for a period for which City can provide funding within the foregoing time periods.

"If and to the extent subsidies are made available timely, then prior to issuance of a building permit for a structure on such parcel, City and Landowner shall enter into [E:\agree\dev\nrsp\mourier ph 2 ame2.doc: 04/18/2002] 5

an Affordable Rental Housing Development Agreement with Landowner or its successor giving effect to the intent of this section. If the City has agreed to provide funding and the project subsequently does not proceed because application has not been made by Landowner for a building permit or Landowner fails to construct units, City shall be entitled to reimbursement for any losses or penalties incurred pursuant to assembling the necessary funding or subsidies for affordable housing for such parcel.

"2.6.3 Not a Limitation. Nothing in the foregoing Section 2.6 shall be construed to limit Landowner from offering units for rental to households of low or middle incomes in excess of the number of units specified.

"2.6.4 In Lieu Fee. With the consent of the City, or in the event an in-lieu affordable housing fee is adopted by the City, Landowner shall be permitted to satisfy all or a portion of its affordable housing obligations hereunder through payment of such fee."

d. Added Section 3.2.7 (Park Fee Shortfall). Section 3.2.7 is added to the Development Agreement and reads as follows:

"3.2.7 Park Fee Shortfall. As a result of the land use designation changes provided for herein, the total number of multi-family dwelling units to be constructed within the Property subject to the Development Agreement will be reduced by 224, and the total number of single-family residential units will be increased by 92. These changes all result in a net reduction in the total amount of park fees collected within the Plan area. Specifically, there will be a Neighborhood Park Fee shortfall of Ninety-four Thousand Seven Hundred Fifty-two Dollars (\$94,752) (the "Neighborhood Park Fee Shortfall") and a City-wide Park Fee shortfall of Fifty-three Thousand One Hundred Ninety-six Dollars (\$53,196) (the "City-wide Park Fee Shortfall") (in the addregate the Neighborhood and City-wide Park Fee Shortfalls are referred to as "Park Fee Shortfalls"). In addition to other park fees and obligations provided for herein, Landowner agrees to pay to City the Park Fee Shortfalls as follows: prior to, or concurrent with, issuance of the fifth (5th) building permit within Parcel WW-16, Landowner shall pay twenty-five percent (25%) of the Park Fee Shortfalls, Thirty-six Thousand Nine Hundred Eighty-seven Dollars (\$36,987), of which \$23,688 shall be allocated to the Neighborhood Park Fee Shortfall and \$13,299 shall be allocated to the City-wide Park Fee Shortfall; prior to, or concurrent with, issuance of the forty-sixth (46th) building permit within Parcel WW-16, Landowner shall pay another twenty five percent (25%) of the Park Fee Shortfalls, Thirty-six Thousand Nine Hundred Eighty-seven Dollars (\$36,987), of which \$23,688 shall be allocated to the Neighborhood Park Fee Shortfall and \$13,299 shall be allocated to the City-wide Park Fee Shortfall; and prior to, or concurrent with, issuance of the ninety-second (92nd) building permit within Parcel WW-16, Landowner shall pay the remaining fifty percent (50%) of the Park Fee Shortfalls. Seventy-three Thousand Nine Hundred Seventy-four Dollars (\$73,974), of which \$47,376 shall be allocated to the Neighborhood Park Fee Shortfall and 26,598 shall be allocated to the City-wide Park Fee Shortfall. The foregoing Park Fee Shortfalls reimbursements shall be subject to annual adjustment every January 1 based on any change in the Engineering News Record, Construction Cost Index for the United States, 20-city average (or comparable replacement index). All Park Fee Shortfalls shall be paid to City no later than five (5) years from the date the first building permit is issued for the first single family dwelling on Parcel WW-16."

e. <u>New and Revised Exhibits</u>. Revised **Exhibits "B-1,"** and **"B-2,"** are attached hereto and hereby incorporated into and made a part of the Development Agreement.

- 2. <u>Consistency with General Plan.</u> The City hereby finds and determines that execution of this Amendment is in the best interest of the public health, safety and general welfare and is consistent with the General Plan.
- 3. <u>Amendment</u> This Amendment amends, but does not replace or supersede, the Development Agreement except as specified herein.
- 4. <u>Form of Amendment</u>. This Amendment is executed in two duplicated 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 the attestation to this Amendment by its City Clerk under the authority of Ordinance No. __3807___, adopted by the Council of the City of Roseville on the _20th_ day of _February____, 2002, and Landowner has caused this Amendment to be executed.

CITY OF ROSEVILLE, a municipal corporation	JOHN MOURIER CONSTRUCTION, INC., a California corporation
Allen E. Johnson City Manager ATTEST:	By: John L. Mourier, III President
Caroles Parkenson	Ву:
Carolyn Parkinson City Clerk	its:
APPROVED AS TO FORM:	
Mark J. Doane City Attorney	

[ALL SIGNATURES MUST BE NOTARIZED]

EXHIBIT "A-1"

"Property Description"

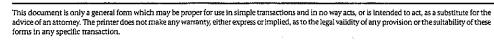
Parcel 16, as shown on the map of "Woodcreek West Large Lot Subdivision", filed for record November 23, 1999, in Book V of Maps at Page 98, records of Placer County.

STATE OF CALIFORNIA COUNTY OF PLACER) : ss.
Public in and for said State, per me to be the person whose acknowledged to me that he e	in the year of 2002, before me, the undersigned, a Notangersonally appeared Allen E. Johnson, personally known to see name is subscribed to the within instrument and executed the same in his authorized capacity, and that by ent the person, or the entity upon behalf of which the strument.
WITNESS my hand and official Modern Public in and for said s	ELLY ALLEN Commission # 1296954 Notary Public - California Placer County
FOLLOWS:	E ATTACHED TO THE DOCUMENT DESCRIBED AS
Title or Type of Document: Sec the North Roseville Specific Pla	cond Amendment of Development Agreement Relative to an Phase II
Date of Document:	May 9, 2002

Acknowledgment - All Purpose

ALL-PURPOSE ACKNOWLEDGMENT

California	
STATE OF CHILTONIC	<u> </u>
COUNTY OF Place	
may / 200	Mara Harada
on 1149 1, 200	John L. Mourier III
personally appeared	John L. Mouner III
	is of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed in the
	at 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.	
	The second secon
WITNESS my hand and official seal,	KAREN HEADLEY Commission # 1194947
	Notary Public - California
NOTARY PUBLIC IN AND FOR THE SAID ST	ATE Placer County
	My Comm. Expires Aug 30, 2002
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CAPACITY CLAIMED BY SIGNER	SIGNER IS REPRESENTING
NAME OF PERSON(S) OR ENTITY(IES)	NAME OF PERSON(S) OR ENTITY(IES)
☐ INDIVIDUAL(S)	
CORPORATE	
OFFICER(S)	
PARTNER(S)	
ATTORNEY-IN-FACT	
TRUSTEE(S)	
SUBSCRIBING WITNESS	
GUARDIAN/CONSERVATOR	
OTHER	
-	
ATTENTION NOTARY: Although the informat	ion requested below is optional, it could prevent fraudulent attachment of this
certificate to unauthorized document.	
	Title or Type of Document
	Number of Pages
THIS CERTIFICATE	Date of Document
MUST BE ATTACHED	Signer(s) Other Than Named Above
TO THE DOCUMENT	





ORDINANCE NO. 3807

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A SECOND AMENDMENT TO DEVELOPMENT AGREEMENT REGARDING
NORTH ROSEVILLE SPECIFIC PLAN PHASE II PARCEL WW-16 (1001 WESTHILLS
DRIVE), 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 Second Amendment to Development Agreement with John Mourier Construction, Inc. with respect to the North Roseville Specific Plan Parcel WW-16 (1001 Westhills Drive).

- SECTION 2. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Second Amendment to Development Agreement, and makes the following findings:
- 1. The Second Amendment to Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan and North Roseville Specific Plan;
- 2. The Second Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance and Zoning Map;
- 3. The Second Amendment to Development Agreement is in conformance with the public healthy, safety and welfare;
- 4. The Second Amendment to Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
- 5. The Second Amendment to Development Agreement will provide sufficient benefit to the City to justify entering into Amendment to Development Agreement;
- SECTION 3. The Second Amendment to Development Agreement by and between John Mourier Construction, Inc. and the City of Roseville, 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 Second Amendment to Development Agreement within ten (10) days of the execution of the agreement 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 20th day of , 20_, by the following vote on roll call:

AYES

COUNCILMEMBERS: Earl Rush, Richard Roccucci, Gina Garbolino, Rocky Rockholm

Claudia Gamar

NOES

COUNCILMEMBERS:

ABSENT

COUNCILMEMBERS:

None

ATTEST:

City Clerk

The foregoing instrument is a correct copy of the original on file in the City Clerks Department.

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