RESOLUTION NO. 2020-0342

Adopted by the Sacramento City Council

October 27, 2020

Resolution Amending the Willowcreek Project Budget to Reimburse Construction Costs for a Portion of Orchard Lane in the Willowcreek Fee District

BACKGROUND

A. On May 13, 1997, the City Council adopted Resolution No. 97-227 and Ordinance No. 97-027, which formed the Willowcreek fee district and adopted the Willowcreek Financing Plan/Nexus Study (the “Finance Plan”) to provide for the orderly development of the Willowcreek project area located in the South Natomas Community Plan. This area is bounded by Garden Highway on the South, the Natomas Main Drainage Canal on the East, and Interstate 80 on the West and the North, except for certain residential developments that were previously constructed in the southeast corner of the described area.

B. Also, on May 13, 1997, the City Council adopted Resolution No. 97-228, which established the amount of the Willowcreek Fee (the “Fee”) in accordance with the Mitigation Fee Act to fund drainage, sewer, water, and transportation improvements.

C. Subsequent to adoption of the Finance Plan, several construction cost items were added to the facilities program and adjustments were made to certain land use assumptions. On October 14, 1997, the City Council adopted Resolution No. 97-576, which adopted the Amended Final Willowcreek Financing Plan/Nexus Study (the “Amended Finance Plan”) that accounted for these changes and the resulting impact on the Fee amount.

D. Fee revenue that is collected by the City is to be distributed to various fund components based on cost percentages outlined in the Amended Finance Plan. Specifically, 77.0% of Fees collected is to be distributed for “Construction Costs” which, pursuant to the Amended Finance Plan, is to reimburse developers for the construction costs of Fee-funded improvements.

E. On December 10, 2019, City Council passed a motion authorizing the execution of the Reimbursement-and-Credit Agreement for Construction of Infrastructure in the Willowcreek Fee District for the Cove/River Oaks Project (Agreement No. C2019-1764) (the “Reimbursement Agreement”). The purpose of the Reimbursement Agreement is to reimburse Beazer Home Holding Corporation (the “Developer”) for the cost of constructing a portion of Orchard Lane from Fees collected pursuant to the Amended Finance Plan.
F. Pursuant to the Amended Finance Plan, the Reimbursement Agreement, and a Reimbursement Report prepared by the City’s consultant Harris & Associates dated September 14, 2020 (the “Reimbursement Report”), construction costs to be reimbursed to the Developer total $851,036.25.

G. With the recent increase in development activity in the Willowcreek project area, staff has verified that there are sufficient resources in the available fund balance in the Willowcreek Fee District Fund (Fund 3008) to reimburse the Developer $851,036.25 in construction costs.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The City Council finds and determines that the background statements A through G are true and correct.

Section 2. The Willowcreek Project (I22206000) expenditure budget shall be increased by $851,037 with a transfer from the available fund balance in the Willowcreek Fee District Fund (Fund 3008).

Section 3. The City Manager is hereby authorized to distribute the appropriated funds to the Developer, or their verified successor(s) in interest as determined by the City Manager or City Manager’s designee.

Section 4. Exhibit A is part of this resolution.

Table of Contents:
Exhibit A – Reimbursement Report
Adopted by the City of Sacramento City Council on October 27, 2020, by the following vote:

Ayes: Members Ashby, Carr, Guerra, Hansen, Harris, Jennings, Schenirer, Warren and Mayor Steinberg

Noes: None

Abstain: None

Absent: None

Attest: Mindy Cuppy

Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.
Reimbursement Report

Willowcreek Finance Plan

Orchard Lane Improvements

September 14, 2020

Prepared for:
City of Sacramento
915 "I" Street
Sacramento, CA  95814

Prepared by:

Harris & Associates

22 Executive Park, Suite 200
Irvine, California 92614
(949) 655-3900
September 14, 2020

Mr. Eric Fredrick  
Public Improvement Finance  
City of Sacramento  
915 "I" Street, 3rd Floor  
Sacramento, CA 95814

Willowcreek Finance Plan Reimbursement Report  
Orchard Lane Public Improvements

Dear Mr. Fredrick:

We hereby submit this Reimbursement Report for the Willowcreek Finance Plan - Orchard Lane Improvements. This reimbursement review has been conducted to ensure that the purchase price for the improvements is appropriate and reasonable. The following table summarizes the Facilities recommended for acquisition and the recommendation for the total purchase price for the improvements.

This report recommends the following amounts for reimbursement at this time:

<table>
<thead>
<tr>
<th>Improvement</th>
<th>Total Requested Amount</th>
<th>Total Disallowed Amount</th>
<th>Total Verified Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hard Costs</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Orchard Lane Street Improvements</td>
<td>$339,832.50</td>
<td>$</td>
<td>$339,832.50</td>
</tr>
<tr>
<td>Orchard Lane Storm Drainage Improvements</td>
<td>$202,500.00</td>
<td>$</td>
<td>$202,500.00</td>
</tr>
<tr>
<td>Orchard Lane Sanitary Sewer Improvements</td>
<td>$23,325.00</td>
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<tr>
<td>Orchard Lane Water Improvements</td>
<td>$32,400.00</td>
<td>$</td>
<td>$32,400.00</td>
</tr>
<tr>
<td>Orchard Lane Traffic Improvements</td>
<td>$110,020.00</td>
<td>$</td>
<td>$110,020.00</td>
</tr>
<tr>
<td><strong>Total Hard Costs</strong></td>
<td>$708,077.50</td>
<td>$</td>
<td>$708,077.50</td>
</tr>
<tr>
<td><strong>Incidental Costs</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Civil Engineering/Construction Staking</td>
<td>$47,000.00</td>
<td>$(3,000.00)</td>
<td>$44,000.00</td>
</tr>
<tr>
<td>Signal Design</td>
<td>$30,000.00</td>
<td>$(1,849.00)</td>
<td>$28,151.00</td>
</tr>
<tr>
<td>Administration &amp; Project Management (10% of Hard Costs)</td>
<td>$70,807.75</td>
<td>$</td>
<td>$70,807.75</td>
</tr>
<tr>
<td><strong>Total Incidental Costs</strong></td>
<td>$147,807.75</td>
<td>$(4,849.00)</td>
<td>$142,958.75</td>
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<tr>
<td><strong>Total</strong></td>
<td>$855,885.25</td>
<td>$(4,849.00)</td>
<td>$851,036.25</td>
</tr>
</tbody>
</table>

We hereby state to the best of our knowledge, information, and belief, based upon the documentation provided by the Developer, the Developer has complied with what we perceive as the requirements of the Reimbursement-and-Credit Agreement for Construction of Infrastructure in the Willowcreek Fee District for the Cove/River Oaks Project, dated December 10, 2019, and the adopted Willowcreek Financing Plan and Nexus Study, dated September 29, 1997.
Per Article 3 of the Willowcreek Financing Plan and Nexus Study Section 3.1 (Reimbursement Amount), we recommend that reimbursement for the subject projects be approved in the amount of $851,036.25.

Sincerely,

Harris & Associates

Anna Tan-Gatue, P.E.
Project Manager

c: Beazer Homes
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Appendix B: Request for Payment
Appendix C: Notice of Completion
Appendix D: Pertinent Correspondence
Appendix E: Supporting Documentation
Section 1  Introduction

The Reimbursement-and-Credit Agreement Construction of Infrastructure in the Willowcreek Fee District for the Cove/River Oaks Project, dated December 10, 2019, between the City of Sacramento (City) and Beazer Homes Holdings, LLC, (Developer) consists of the construction of street, storm drainage, sanitary sewer, water and traffic improvements within the limits of the Willowcreek Fee District and Assessment District.

The Developer is requesting reimbursement of the costs pertaining to the following facilities:

1.1 Orchard Lane Street Improvements

The Orchard Lane Street Improvements consists of the following public improvements:

- Street Improvements
  - Demolition of Existing Pavement
  - 4” AC Paving
  - 15” Aggregate Base
  - Fine Grading
  - Handicap Ramps
  - Type 14A Median Curb
  - Street Monuments

The total estimated cost shown in the Reimbursement-and-Credit Agreement for the construction of the Orchard Lane Street Improvements is $330,993.

1.2 Orchard Lane Storm Drainage Improvements

The Orchard Lane Storm Drainage Improvements consists of the following public improvements:

- Storm Drainage Improvements
  - 12” Storm Drainage Pipe
  - 36” Storm Drainage Pipe
  - 48” Storm Drainage Pipe
  - Saddle Manhole
  - 48” Storm Drainage Manhole
  - Junction Box
  - Connection to Existing

The total estimated cost shown in the Reimbursement-and-Credit Agreement for the construction of the Orchard Land Storm Drainage Improvements is $202,500.
1.3 Orchard Lane Sanitary Sewer Improvements

The Orchard Lane Sanitary Sewer Improvements consists of the following public improvements:

- Sanitary Sewer Improvements
  - 48” Manhole No. 3
  - 8” Sewer Pipe SDR
  - 48” Manhole
  - Adjust Existing SSMH
  - Connection to Existing

The total estimated cost shown in the Reimbursement-and-Credit Agreement for the construction of the Orchard Lane Sanitary Sewer Improvements is $23,325.

1.4 Orchard Lane Water Improvements

The Orchard Lane Water Improvements consists of the following public improvements:

- Water Improvements
  - 8” Waterline
  - Connection to Existing

The total estimated cost shown in the Reimbursement-and-Credit Agreement for the construction of the Orchard Lane Water Improvements is $32,400.

1.5 Orchard Lane Traffic Improvements

The Orchard Lane Traffic Improvements consists of the following public improvements:

- Traffic Improvements
  - Street Barricade
  - Signage & Striping
  - Traffic Signal (Orchard Lane and West El Camino Avenue)

The total estimated cost shown in the Reimbursement-and-Credit Agreement for the construction of the Orchard Land Traffic Improvements is $110,020.

The budgeted amounts shown in Exhibit B of the Reimbursement-and-Credit Agreement are estimates. Per the Agreement, the Developer will be reimbursed the verified actual price for the requested improvements.

A Map of Facilities is provided in Appendix A.

The City issued a Notice of Completion Letter for the River Oaks Phase 1 – Offsite Improvements, which includes the Orchard Lane Improvements, on August 05, 2020. A copy of the Notice of Completion Letter is provided in Appendix C.
The City intends to acquire the improvements and related work as identified in the Reimbursement-and-Credit Agreement Construction of Infrastructure in the Willowcreek Fee District for the Cove/River Oaks Project with funds from the Facilities Fee. The Fee Ordinance is established under Resolution No. 97-576 as detailed in Article 3 Section 2 (Sources for Reimbursement) of the Reimbursement-and-Credit Agreement Construction of Infrastructure in the Willowcreek Fee District for the Cove/River Oaks Project.

The Facilities were constructed by Teichert & Sons Construction, Inc. The Developer who is requesting reimbursement of these costs is Beazer Homes Holding, LLC. A copy of the Developer’s Payment Request is provided in Appendix B.

The Developer has submitted for approval the contracts, change orders, final invoice, improvement plans, and an unconditional final lien release from Teichert & Sons Construction, Inc. confirming the work was completed and paid in full for the aforementioned Facilities.

This Reimbursement Report has been prepared pursuant to the Willowcreek Financing Plan and Nexus Study and the Reimbursement-and-Credit Agreement Construction of Infrastructure in the Willowcreek Fee District for the Cove/River Oaks Project between the City and the Developer. This Report analyzes and evaluates the construction costs and incidental expenses incurred for the Orchard Lane Improvements and makes recommendations regarding the Actual Cost of the improvements.
Section 2  Analysis of Payment Request

The following documents were provided by the City and the Developer and reviewed as part of our analysis of the Developer’s Payment Request:

- Copies of the contracts and change order documents for the construction and engineering of the improvements (Copies of the documentation can be provided upon request).

- Copies of invoices and other information supporting the amounts in the payment request (Copies of the documentation can be provided upon request).

- Engineer’s takeoffs confirming the quantities of the public improvements (Copies of the documentation can be provided upon request).

- Copies of the approved plans and As-Builts associated with the requested improvements (Copies of the documentation can be provided upon request).

- A copy of the performance bonds for these improvements in the amount of $4,760,000.00 and $2,380,000.00 respectively (Appendix D).

- Unconditional Lien Releases from Teichert Constructions and Sons, Inc, Carlson, Barbee & Gibson and Stantec, Inc. confirming that payments were made in full and warranty for the work is in place (Copies of the documentation can be provided upon request).

- Certified Payroll documentation confirming that prevailing wage requirements have been fulfilled (Copies of the documentation can be provided upon request).

- A letter of completion from the City of Sacramento detailing that the improvements have been completed, warranty is in place and the City has accepted the improvements (Appendix C).

- A Bond Release Letter dated July 8, 2020 from the City of Sacramento to Beazer Homes Holdings, LLC detailing that the obligations secured by the River Oaks – Phase 1 bonds have been fulfilled (Appendix D).

- Reimbursement-Credit Agreement for Construction of Infrastructure in the Willowcreek Fee District for the Cove/River Oaks Project, dated December 10, 2019, between the City and the Developer for the Orchard Lane Improvements (Appendix E).
Per the Willowcreek Fee Program pursuant to the Willowcreek Financing Plan and Nexus Study and the Reimbursement-and-Credit Agreement, once the Orchard Lane Improvements are completed to the City’s satisfaction, the Developer shall take all necessary actions to convey to and vest in the City full, clear title in the project to the City for the entire eligible amount of the eligible actual Project Costs.

2.1 Orchard Lane Improvements

2.1.1 Hard Costs

The Developer elected to construct the approximately 740 linear feet Segment of Orchard Lane as detailed in Figure A-9 of the Willowcreek Financing Plan and Nexus Study. Construction of this segment included installing Storm Drainage, Sanitary Sewer, Water and Traffic and Street Work Improvements. Per the Reimbursement-and-Credit Agreement, these improvements were estimated to cost approximately $776,237.00 including Engineering, Contingency Costs and Construction Staking.

The Developer submitted a contract, change orders and invoices with Teichert & Sons Construction, Inc. and the unconditional final lien release from Teichert & Sons Construction, Inc. showing that a total of $10,723,093.00 had been expended for the construction of The Cove Project. Per the submitted Contract and Change orders, a total amount of $708,077.50 pertains to the Orchard Lane Improvements included in the Willowcreek Financing Plan and Nexus Study. The remainder of the contract amount pertains to on-site and other improvements that are not reimbursable under the Willowcreek Financing Plan and Nexus Study.

The Developer also submitted a Notice of Completion Letter for the River Oaks Offsite Improvements from the City of Sacramento, dated August 5, 2020, that confirms that the improvements have been accepted by the City. A copy of the Notice of Completion Letter for the River Oaks Offsite Improvements can be found in Appendix C. In addition to the Notice of Completion Letter, the Developer also submitted a Security Release Letter for the River Oaks Phase 1 Offsite Improvements from the City of Sacramento dated July 8, 2020 stating that the obligations secured by the bonds totaling $7,140,000.00 have been satisfied and the bonds are released.

A review of the provided information was conducted to confirm the amount of work performed for the Orchard Lane Improvements and that payments were made and received on the performed work.
The Developer has requested a total of $708,077.50 in hard costs from Teichert & Sons Construction, Inc. be reimbursed from the Willowcreek Fee Program pursuant to the Willowcreek Financing Plan and Nexus Study and the Reimbursement-and-Credit Agreement Construction of Infrastructure in the Willowcreek Fee District for the Cove/River Oaks Project.

Harris reviewed the submitted documentation, confirmed the quantities shown on the submitted improvement plans and reviewed the submitted unit costs for each requested improvement. No Teichert & Sons Construction, Inc. costs related to the Orchard Lane improvements are disallowed at this time.

Therefore, a total of $708,077.50 has been confirmed as having been invoiced and paid to Teichert & Sons Construction, Inc. for the Orchard Lane Improvements and is eligible for reimbursement from the Willowcreek Fee Program pursuant to the Willowcreek Financing Plan and Nexus Study and the Reimbursement-and-Credit Agreement Construction of Infrastructure in the Willowcreek Fee District for the Cove/River Oaks Project.

2.1.2 Soft Costs

Carlson, Barbee & Gibson

The Developer submitted a contract, change orders and invoices with Carlson, Barbee & Gibson in the amount of $1,264,000.00 and an unconditional final lien release from Carlson, Barbee & Gibson showing that a total of $1,264,000.00 had been expended for the design, civil engineering and staking for The Cove Project. Per the Contract, change orders and a letter from Carlson, Barbee & Gibson dated August 14, 2020, a total amount of $44,000.00 pertains to the Orchard Lane Improvements.

An analysis was conducted on the provided information to confirm the submitted costs were related to the Orchard Lane Improvements and to verify that payments were made and received.

The Developer requested a total of $47,000.00 in Carlson, Barbee & Gibson costs. A total of $831,114.00 has been verified as having been invoiced and paid to Carlson, Barbee & Gibson for the entire Cove Project. Per the Contract, change orders and a letter from Carlson, Barbee & Gibson dated August 14, 2020, a total of $44,000.00 pertains to the Orchard Lane Improvements. No retention is being held from this vendor as the costs pertain to soft costs.

A total of $3,000.00 in soft costs have been disallowed at this time as the costs exceed the total contract amount for the Orchard Lane Backbone Improvement design by $300.00 and the
remaining $2,700.00 is for Backbone Improvements and Phase 1 Staking, which does not pertain to Orchard Lane per a letter from CBG dated August 14th, 2020.

Therefore a total of $44,000.00 of the total requested Carlson, Barbee & Gibson costs for the Orchard Lane Reimbursements is eligible for from the Willowcreek Fee Program pursuant to the Willowcreek Financing Plan and Nexus Study and the Reimbursement-and-Credit Agreement Construction of Infrastructure in the Willowcreek Fee District for the Cove/River Oaks Project.

Stantec Consulting

The Developer submitted a contract, change orders and invoices with Stantec Consulting in the amount of $48,000.00 and an unconditional final lien release from Stantec Consulting showing that a total of $48,000.00 had been expended for the design, civil engineering and staking for The Cove Project. Per the submitted contract and change orders, a total amount of $30,000.00 pertains to the Orchard Lane Improvements.

An analysis was conducted on the provided information to confirm the submitted costs were related to the Orchard Lane Improvements and to verify that payments were made and received.

The Developer requested a total of $28,151.00 in Stantec Consulting costs. A total of $44,539.00 has been verified as having been invoiced and paid to Stantec Consulting for the entire Cove Project. A total of $28,151.00 pertains to the Orchard Lane Improvements. No retention is being held from this vendor as the costs pertain to soft costs.

No Stantec Consulting costs associated with the Orchard Lane Improvements have been disallowed at this time.

Therefore a total of $28,151.00 of the total requested Stantec Consulting costs for the Orchard Lane Reimbursements is eligible for from the Willowcreek Fee Program pursuant to the Willowcreek Financing Plan and Nexus Study and the Reimbursement-and-Credit Agreement Construction of Infrastructure in the Willowcreek Fee District for the Cove/River Oaks Project.

2.1.3 Administration & Project Management

The Developer requested a total of $70,807.75 in Administration and Project Management costs associated with the construction of the Orchard Lane improvements. Administration and Project Management costs were detailed to be calculated as 10 percent of the construction costs for the Orchard Lane Improvements in the Reimbursement-and-Credit Agreement Construction of Infrastructure in the Willowcreek Fee District for the Cove/River Oaks Project.
An analysis was conducted on the provided information to confirm the submitted costs were related to the Orchard Lane Improvements and to the eligibility of these per the Reimbursement-and-Credit Agreement Construction of Infrastructure in the Willowcreek Fee District for the Cove/River Oaks Project.

No Administration & Project Management costs associated with the Orchard Lane Improvements have been disallowed at this time.

Therefore a total of $70,807.75 in Administration and Project Management costs associated with the construction of the Orchard Lane improvements is eligible for reimbursement pursuant to the Willowcreek Financing Plan and Nexus Study and the Reimbursement-and-Credit Agreement Construction of Infrastructure in the Willowcreek Fee District for the Cove/River Oaks Project.
Section 3  Summary of Payment Request Analysis

The table below provides a summary of the costs submitted in this Payment Request.

<table>
<thead>
<tr>
<th>Improvement</th>
<th>Estimated Cost Per Reimbursement Agreement</th>
<th>Requested Construction Cost Amount</th>
<th>Requested Soft Cost Amount</th>
<th>Total Requested Amount</th>
<th>Verified Construction Amount</th>
<th>Verified Soft Cost Amount</th>
<th>Total Verified Amount</th>
<th>Total Disallowed Amount</th>
<th>Total Verified Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orchard Lane Street Improvements</td>
<td>$330,993.00</td>
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<tr>
<td>Orchard Lane Storm Drainage Improv.</td>
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<td>Orchard Lane Sanitary Sewer Improv.</td>
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<tr>
<td>Orchard Lane Traffic Improvements</td>
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<td>$110,020.00</td>
</tr>
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</table>

Total Incidental Costs:  $146,924.00
Total Hard Costs:  $846,512.00

The table below provides a summary of the costs submitted in this Payment Request by vendor.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Developer’s Requested Construction Cost</th>
<th>Developer’s Requested Soft Cost</th>
<th>Developer’s Requested Total Amount</th>
<th>H&amp;A Verified Construction Amount</th>
<th>H&amp;A Verified Soft Cost Amount</th>
<th>Total H&amp;A Verified Amount</th>
<th>Total Disallowed Amount</th>
<th>Total Recommended Reimbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teichert &amp; Sons Construction, Inc.</td>
<td>$708,077.50</td>
<td>$ -</td>
<td>$708,077.50</td>
<td>$708,077.50</td>
<td>$708,077.50</td>
<td>$708,077.50</td>
<td>$ -</td>
<td>$708,077.50</td>
</tr>
<tr>
<td>Carson, Barbie &amp; Glison, Inc.</td>
<td>$ -</td>
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<td>$44,000.00</td>
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<td>Stantec Consulting</td>
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<td>$4,849.00</td>
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<tr>
<td>Administration &amp; Project Management (10% of Hard Costs)</td>
<td>$ -</td>
<td>$70,807.75</td>
<td>$70,807.75</td>
<td>-</td>
<td>$70,807.75</td>
<td>$70,807.75</td>
<td>$70,807.75</td>
<td>$70,807.75</td>
</tr>
</tbody>
</table>

Total Costs:  $708,077.50
Total Reimburseable Amount:  $851,036.25
Section 4  Reimbursement Recommendation

We hereby state to the best of our knowledge, information, and belief, based upon the documentation provided by the City of Sacramento (City) and Beazer Homes Holding, LLC. (Developer) that the Developer has complied with what we perceive as the requirements of the Reimbursement Agreement for public improvements.

We recommend that the reimbursement for the subject projects be approved in the amount of $851,036.25 pending the availability of funds in the Facilities Fee Fund.
Appendix A: Map of Facilities
<table>
<thead>
<tr>
<th>Item</th>
<th>QTY</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
<th>Notes</th>
</tr>
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<tbody>
<tr>
<td><strong>STREET WORK</strong></td>
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<tr>
<td>Remove Existing AC Pavement</td>
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<td>SF</td>
<td>$ 2.26</td>
<td>$ 12,204.00</td>
<td>Original Contract</td>
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<tr>
<td>Fine Grade (Within ROW)</td>
<td>50000</td>
<td>SF</td>
<td>$ 0.42</td>
<td>$ 21,000.00</td>
<td>Original Contract</td>
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<td>4&quot; A.C. Paving</td>
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<td>SF</td>
<td>$ 2.62</td>
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<td>15&quot; Aggregate Base</td>
<td>27200</td>
<td>SF</td>
<td>$ 2.85</td>
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<td>HC Ramp</td>
<td>2</td>
<td>EA</td>
<td>$ 1,500.00</td>
<td>$ 3,000.00</td>
<td>Change Order #17 (APCO)</td>
</tr>
<tr>
<td>AC HC Ramp</td>
<td>1</td>
<td>EA</td>
<td>$ 775.00</td>
<td>$ 775.00</td>
<td>Change Order #17 (APCO)</td>
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<tr>
<td>Type 2 Curb and Gutter (Vertical)</td>
<td>1220</td>
<td>LF</td>
<td>$ 23.00</td>
<td>$ 28,060.00</td>
<td>Original Contract + Change Order #17 (APCO)</td>
</tr>
<tr>
<td>Street Monuments</td>
<td>1</td>
<td>EA</td>
<td>$ 600.00</td>
<td>$ 600.00</td>
<td>Original Contract + Change Order #17 (APCO)</td>
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<tr>
<td>Roundabout Apron 8&quot; PCC/10&quot; AB</td>
<td>1810</td>
<td>SF</td>
<td>$ 23.00</td>
<td>$ 41,630.00</td>
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<td>LF</td>
<td>$ 3.50</td>
<td>$ 1,155.00</td>
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<td>Splitter Islands 14A Curb</td>
<td>117</td>
<td>LF</td>
<td>$ 55.00</td>
<td>$ 6,435.00</td>
<td>Change Order #17 (APCO)</td>
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<td>Splitter Islands Hardscape</td>
<td>271</td>
<td>LF</td>
<td>$ 26.00</td>
<td>$ 7,046.00</td>
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<td>2&quot; Grind &amp; Overlay</td>
<td>16150</td>
<td>SF</td>
<td>$ 1.85</td>
<td>$ 29,877.50</td>
<td>Change Order #17 (APCO)</td>
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<tr>
<td>Add 1&quot; AC, 1&quot; AB, 2&quot; Subgrade</td>
<td>29350</td>
<td>SF</td>
<td>$ 0.66</td>
<td>$ 19,371.00</td>
<td>Change Order #17 (APCO)</td>
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<tr>
<td>Type 14A Median Curb</td>
<td>201</td>
<td>LF</td>
<td>$ 55.00</td>
<td>$ 11,055.00</td>
<td>Change Order #17 (APCO)</td>
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<tr>
<td>Additional AC</td>
<td>130</td>
<td>TN</td>
<td>$ 68.00</td>
<td>$ 8,840.00</td>
<td>Change Order #15</td>
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<tr>
<td><strong>Subtotal Street Work</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$ 339,832.50</strong></td>
<td></td>
</tr>
<tr>
<td><strong>STORM DRAIN</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12&quot; RCP Storm Drain</td>
<td>195</td>
<td>LF</td>
<td>$ 67.00</td>
<td>$ 13,065.00</td>
<td>Original Contract + Change Order #17 (APCO)</td>
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<tr>
<td>36&quot; RCP Storm Drain</td>
<td>40</td>
<td>LF</td>
<td>$ 140.00</td>
<td>$ 5,600.00</td>
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<tr>
<td>48&quot; RCP Storm Drain</td>
<td>491</td>
<td>LF</td>
<td>$ 210.00</td>
<td>$ 103,110.00</td>
<td>Original Contract + Change Order #17 (APCO)</td>
</tr>
<tr>
<td>Type B Drain Inlet</td>
<td>4</td>
<td>EA</td>
<td>$ 3,400.00</td>
<td>$ 13,600.00</td>
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<td>Saddle Type MH</td>
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<td>$ 15,000.00</td>
<td>$ 30,000.00</td>
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<td>48&quot; SDMH</td>
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<td>EA</td>
<td>$ 7,700.00</td>
<td>$ 15,400.00</td>
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<td>$ 20,000.00</td>
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<tr>
<td>Connect to Existing Storm Drain</td>
<td>1</td>
<td>EA</td>
<td>$ 1,000.00</td>
<td>$ 1,000.00</td>
<td>Change Order #17 (APCO)</td>
</tr>
<tr>
<td>Adjust Existing SDMH</td>
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<td>$ 725.00</td>
<td>$ 725.00</td>
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<tr>
<td><strong>Subtotal Storm Drain</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$ 202,500.00</strong></td>
<td></td>
</tr>
<tr>
<td><strong>SANITARY SEWER</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>48&quot; Standard MH No. 3</td>
<td>1</td>
<td>EA</td>
<td>$ 6,500.00</td>
<td>$ 6,500.00</td>
<td>Original Contract</td>
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<tr>
<td>Connect to Exiting SS Pipe</td>
<td>1</td>
<td>EA</td>
<td>$ 1,000.00</td>
<td>$ 1,000.00</td>
<td>Original Contract</td>
</tr>
<tr>
<td>8&quot; Sewer Pipe SDR</td>
<td>130</td>
<td>LF</td>
<td>$ 55.00</td>
<td>$ 7,150.00</td>
<td>Change Order #17 - APCO</td>
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<tr>
<td>48&quot;Sewer Manhole</td>
<td>1</td>
<td>EA</td>
<td>$ 6,500.00</td>
<td>$ 6,500.00</td>
<td>Change Order #17 - APCO</td>
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<tr>
<td>Adjust Existing SS MH</td>
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<td><strong>Subtotal Sanitary Sewer</strong></td>
<td></td>
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<td></td>
<td><strong>$ 23,325.00</strong></td>
<td></td>
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<tr>
<td><strong>WATER</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8&quot; Waterline</td>
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<td>LF</td>
<td>$ 60.00</td>
<td>$ 27,000.00</td>
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<tr>
<td>Connect to Existing Water Line</td>
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<td>EA</td>
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<td>$ 5,400.00</td>
<td>Original Contract</td>
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<tr>
<td><strong>Subtotal Water</strong></td>
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<td></td>
<td></td>
<td><strong>$ 32,400.00</strong></td>
<td></td>
</tr>
<tr>
<td><strong>TRAFFIC</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street Barricade</td>
<td>2</td>
<td>EA</td>
<td>$ 1,750.00</td>
<td>$ 3,500.00</td>
<td>Change Order #17 (APCO)</td>
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<td>Signing and Striping</td>
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<td>LS</td>
<td>$ 21,520.00</td>
<td>$ 21,520.00</td>
<td>Original Contract + Change Order #17 (APCO)</td>
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<td>Traffic Signal Modification</td>
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<td>LS</td>
<td>$ 85,000.00</td>
<td>$ 85,000.00</td>
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<td><strong>Subtotal Traffic</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$ 110,020.00</strong></td>
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<td><strong>TOTAL HARD COST</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$ 708,077.50</strong></td>
<td></td>
</tr>
<tr>
<td><strong>INCIDENTAL COSTS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Civil Engineering / Construction Staking - Orchard Lane (Carlson, Barbree &amp; Gibson, Inc)</td>
<td></td>
<td></td>
<td></td>
<td>$ 47,000.00</td>
<td>Original Contract</td>
</tr>
<tr>
<td>Signal Design - Orchard Lane (Stantec Architecture, Inc.)</td>
<td></td>
<td></td>
<td></td>
<td>$ 30,000.00</td>
<td>Original Contract + Change Order #01</td>
</tr>
<tr>
<td>Administration and Project Management (10%)</td>
<td></td>
<td></td>
<td></td>
<td>$ 70,807.75</td>
<td>10% of Hard Cost Total</td>
</tr>
<tr>
<td><strong>Subtotal Incidental Costs</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$ 147,807.75</strong></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL ORCHARD LANE</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$ 855,885.25</strong></td>
<td></td>
</tr>
</tbody>
</table>
Appendix C: Notice of Roadwork Completion
NOTICE OF COMPLETION LETTER - OFFSITE IMPROVEMENTS

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Project Address / Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>River Oaks Phase 1</td>
<td>2700 ORCHARD LN, SACRAMENTO, CA 95833</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Accela Record # ( Permit #)</th>
<th>eCAPS Charge #</th>
<th>Plan Log #</th>
<th>Planning File #</th>
<th>Development Engineering PM</th>
</tr>
</thead>
<tbody>
<tr>
<td>RPC18-0021</td>
<td>P15574800</td>
<td>PL-2018071</td>
<td>Z15-041</td>
<td>Eva Bravo</td>
</tr>
</tbody>
</table>

August 05, 2020

TAYLOR BOLLINGER
BEAZER HOMES HOLDINGS LLC
2710 Gateway Oaks Dr., Ste 190-N
SACRAMENTO, CA 95833

Dear TAYLOR BOLLINGER,

This is to inform you that the public improvements for the above referenced project have been completed to the City of Sacramento's satisfaction. The City of Sacramento has accepted the work and will maintain the public improvements. Said maintenance shall be in accordance with the City procedures for maintaining improvements. However, the City’s acceptance and agreement to maintain these improvements shall in no manner supersede, cancel, modify, or otherwise affect the one year warranty period stated in the Subdivision Improvement Agreement. Please note that if any street is designated as a private street, it is not maintained by the City but is maintained by the Homeowner's Association.

Per Section 17.852.160 of Sacramento City Code, upon completion of the improvements, a one-year warranty period is required. The warranty security amount is equal to 10% of the performance security provided with the Improvement Agreement. Your options for providing warranty security are:

1. Leaving the existing performance security (bond, letter of credit, cashier’s check) on file with the City.
2. Providing a rider from the surety company to reduce performance security (bond, letter of credit) by 90%.
3. Requesting the city to release 90% of the cash security that was deposited. The city will provide a new check back to you and hold 10% of the original security amount for the one-year warranty period.
4. Submitting a new bond, letter of credit, or cashier's check in the amount of 10% of the performance security. If a warranty bond is the chosen method, the City will provide you with the appropriate form.

The existing performance security on file with the city will not be released until the new warranty security has been received by the City. If you elect option #1, no action is required by you. If you elect any other option, you will need to provide the appropriate documents to the City.

Sincerely,

Jennifer L. Johnson, P.E. C77032
Supervising Engineer, Development Engineering
Appendix D: Pertinent Correspondence
## Pertinent Correspondence

<table>
<thead>
<tr>
<th>DATE</th>
<th>TO</th>
<th>FROM</th>
<th>SUBJECT</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/14/20</td>
<td>Adam Marston, H&amp;A</td>
<td>Inna Miller, H&amp;A</td>
<td>Re: Willowcreek Finance Plan – Orchard Lane Reimbursement</td>
</tr>
<tr>
<td>8/14/20</td>
<td>Inna Miller, Beazer Homes</td>
<td>Andrea J. Bellanca, CBG</td>
<td>Design and Construction Staking Costs</td>
</tr>
<tr>
<td>8/4/20</td>
<td>Inna Miller, Beazer Homes</td>
<td>Adam Marston, H&amp;A</td>
<td>Re: Willowcreek Finance Plan – Orchard Lane Reimbursement</td>
</tr>
<tr>
<td>8/3/20</td>
<td>Adam Marston, H&amp;A</td>
<td>Inna Miller, Beazer Homes</td>
<td>Re: Willowcreek Finance Plan – Orchard Lane Reimbursement</td>
</tr>
<tr>
<td>7/30/20</td>
<td>Inna Miller, Beazer Homes</td>
<td>Adam Marston, H&amp;A</td>
<td>Re: Willowcreek Finance Plan – Orchard Lane Reimbursement</td>
</tr>
<tr>
<td>7/30/20</td>
<td>Eric Frederick, City of Sacramento</td>
<td>Adam Marston, H&amp;A</td>
<td>Re: Willowcreek Finance Plan – Orchard Lane Reimbursement</td>
</tr>
<tr>
<td>7/16/20</td>
<td>Adam Marston, H&amp;A</td>
<td>Inna Miller, Beazer Homes</td>
<td>Re: Willowcreek Finance Plan – Orchard Lane Reimbursement</td>
</tr>
<tr>
<td>7/8/20</td>
<td>Taylor Bollinger, Beazer Homes</td>
<td>Eva, Bravo, City of Sacramento</td>
<td>Security Release Letter - Offsite Improvements</td>
</tr>
<tr>
<td>7/6/20</td>
<td>Eric Frederick, City of Sacramento</td>
<td>Adam Marston, H&amp;A</td>
<td>Willowcreek Finance Plan – Orchard Lane Reimbursement</td>
</tr>
<tr>
<td>6/23/20</td>
<td>Adam Marston, H&amp;A</td>
<td>Eric Frederick, City of Sacramento</td>
<td>Willowcreek Finance Plan – Orchard Lane Reimbursement</td>
</tr>
<tr>
<td>DATE</td>
<td>TO</td>
<td>FROM</td>
<td>SUBJECT</td>
</tr>
<tr>
<td>------------</td>
<td>---------------------------</td>
<td>--------------------------</td>
<td>----------------------------------------------</td>
</tr>
<tr>
<td>11/15/18</td>
<td>Beazer Homes Holdings, LLC</td>
<td>City of Sacramento</td>
<td>River Oaks – Phase 1 Subdivision</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Performance Bonds</td>
</tr>
</tbody>
</table>
Hello Adam – my apologies for the delay. Andrea Bellanca, our engineer was out of town. Attached, please find a letter confirming the design and staking costs for Orchard Lane. If there is any additional information you might need, please let me know. Have a great weekend!

Thank you,

Inna

---

Inna Miller
Sr. Land Coordinator
Beazer Homes – Northern California
2710-N Gateway Oaks Drive, Suite 190 | Sacramento, CA 95833
Office: 916.468.4461 | Cell: 916.802.3122
Discover Gatherings®, Award-Winning 55+ Active-Adult Condos

---

From: Adam Marston <adam.marston@weareharris.com>
Sent: Tuesday, August 4, 2020 4:05 PM
To: Inna Miller <inna.miller@beazer.com>
Subject: RE: [External] RE: Willow Creek FP - Orchard Lane Reimbursement

Hi Inna,

That would be sufficient. All I am looking for is how much of the $180,000 proposal pertains to Orchard Lane so if you had a copy of the proposal from CBG that had a breakdown that would be sufficient as well.

Please let me know if you have any questions or concerns.

Very Respectfully,

Adam James Marston
Sr. Project Analyst, Strategic Advisory Services

Harris & Associates
22 Executive Park, Suite 200
Irvine, CA 92614
o: 949.536.2524
Hello Adam – thank you for your feedback. Would a certified cost breakdown from the engineer on record be sufficient in a letter format?

Thank you,

Inna

---

Inna Miller  
Sr. Land Coordinator  
Beazer Homes – Northern California  
2710-N Gateway Oaks Drive, Suite 190 | Sacramento, CA 95833  
Office: 916.468.4461 | Cell: 916.802.3122  
Discover Gatherings®, Award-Winning 55+ Active-Adult Condos

---

From: Adam Marston <adam.marston@weareharris.com>  
Sent: Tuesday, August 4, 2020 3:07 PM  
To: Inna Miller <inna.miller@beazer.com>  
Subject: RE: [External] RE: Willow Creek FP - Orchard Lane Reimbursement

Good Afternoon Inna,

I see that there is a line item for $18,000.00 in Exhibit B of the credit and reimbursement agreement for the staking of Orchard Lane, however as the credit and reimbursement agreement is an estimate and the developer’s reimbursable costs are not limited to the amount in the credit and reimbursement agreement a breakdown of the actual costs is required to determine the total eligible costs for the Backbone Infrastructure and Phase 1 Staking for Orchard Lane.

Please let me know if you have any questions or concerns.

Very Respectfully,

Adam James Marston  
Sr. Project Analyst, Strategic Advisory Services  

---

Resolution 2020-0342  
October 27, 2020  
Page 28 of 64
Good morning Adam – thank you for the update on the progress of your review and my apologies for a delayed response, I was out of town during the second part of last week. Per your request, please find my clarifications below and please let me know if any additional information is needed.

Thank you,

Inna

- **Carlson, Barbee & Gibson services**: quantities provided for engineering and staking services within Exhibit B of the Reimbursement-and-Credit Agreement (approved December 2019) were provided by the engineer on record based on the City approved plan set. Attached, please find other change orders that were processed for additional engineering/staking services within The Cove Phase 1 (approved August 2019). Would you prefer for me to obtain a written confirmation directly from the engineer on cost breakdown?

- **Teichert Construction Fine Grade & Type 2 Curb and Gutter**: Initially, Orchard Lane was phased to be a part of Phase 2 of this project; however, the project was re-phased and Orchard Lane improvements were approved and completed as a part of Phase 1 instead, as shown on the final City approved improvement plans and as-built plans; however, contract structure with Teichert Construction was not changed. These items (listed under Phase 2 for Orchard Lane) were completed and billed for by Teichert Construction on their July 2019 invoice# 1024153; these items have also been paid in full. Please let me know if any additional confirmation/back up is needed.

---

**Inna Miller**

*Sr. Land Coordinator*

Beazer Homes – Northern California

2710-N Gateway Oaks Drive, Suite 190 | Sacramento, CA 95833

Office: 916.468.4461 | Cell: 916.802.3122

[Discover Gatherings®, Award-Winning 55+ Active-Adult Condos](#)

---

Good Morning Inna,

We are in the process of completing our review and preparing the reimbursement report, however I had a question regarding the Carlson, Barbee, & Gibson work completed for Backbone Infrastructure and Phase 1 Staking. This work is listed on the invoices as additional work authorized, do you have the change order this was approved under including a breakdown of how the costs are to be allocated to each segment?
Also for Teichert Construction the items listed in the below table appear to be part of Phase 2. Please confirm that these improvements are part of phase 2 which has not yet been approved or had the bonds released by the City.

<table>
<thead>
<tr>
<th>Contract</th>
<th>Description</th>
<th>QTY</th>
<th>Units</th>
<th>Unit Price</th>
<th>Amount</th>
<th>C.O.</th>
<th>Quantity</th>
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</thead>
<tbody>
<tr>
<td>Original Contract</td>
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<td>SF</td>
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<td>21,000.00</td>
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<tr>
<td>Original Contract &amp; C.O. #17</td>
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<td>1,380</td>
<td>LI</td>
<td>$ 23.00</td>
<td>31,740.00</td>
<td>160</td>
<td></td>
</tr>
</tbody>
</table>

Please give me a call if you have any questions or concerns.

Very Respectfully,

Adam James Marston
Sr. Project Analyst, Strategic Advisory Services

Harris & Associates
22 Executive Park, Suite 200
Irvine, CA 92614
o: 949.536.2524
c: 626.756.6072
www.WeAreHarris.com [weareharris.com]

From: Inna Miller <inna_miller@beazer.com>
Sent: Thursday, July 16, 2020 3:18 PM
To: Adam Marston <adam.marston@weareharris.com>
Subject: RE: [External] RE: Willow Creek FP - Orchard Lane Reimbursement

Hello Adam – below, please find a link to a folder on the Beazer ShareDrive with requested files. Also, below, please find clarifications as requested. Please let me know if any additional information is needed.

Thank you,

Inna

Item 1: Orchard Lane is a part of the River Oaks (aka The Cove) Phase 1 Improvement Plans. Copies of approved plans (including revisions and as-builds) are included at the link below.

Item 2: A Bond Release Letter certifying completion of improvements is included at the link below. A copy of the Performance Bond is included as well.

Item 3: Stantec Consulting Invoice# 1455177 is associated with POs# 11318955 OF 009 and PO# 15322663 OF OOO. A "P.O. 2073015250" referenced in the letter is Stantec’s Project Number for River Oaks. A copy of the invoice along with both POs is included at the link below.

Item 4. Teichert Construction Certified Payroll information is now included.

Item 5. Carlson, Barbee, & Gibson items that are being requested for reimbursement are highlighted on the invoices.

Item 6. Stantec Consulting line items requested for reimbursement are highlighted on the invoices.

https://beazer.sharefile.com/d-s64c252d7ab34ecda [beazer.sharefile.com]
Hi Inna

Attached please find the request for additional information required to validate the package. I have copied Adam from Harris and Associates so that you can sent the required information directly to Harris.

Thank you,

Sheri Smith
Special Districts Manager
(916) 808-7204
August 14, 2020
Job No.: 2711-000

Mrs. Inna Miller
Sr. Land Coordinator
BEAZER HOMES
2710 N Gateway Oaks Drive Suite 190
Sacramento, CA 95833

Subject: Design and Construction Staking Costs
Orchard Lane – River Oaks
Sacramento, California

Dear Mrs. Miller:

This letter is in regard to the design and construction staking costs for Orchard Lane.

Per the CBG contract with Beazer Homes, the design costs for Orchard Lane were $22,000. There was no specific line item for the construction staking and administration costs for Orchard Lane. I estimate the construction staking and administration costs for this portion of work to be an additional $22,000.

We appreciate the opportunity to continue working with Beazer Homes. Please let us know if you need any additional information.

Very truly yours,

Andrea J. Bellanca, P.E., P.L.S.
Principal

AJB:av
Good Afternoon Inna,

I see that there is a line item for $18,000.00 in Exhibit B of the credit and reimbursement agreement for the staking of Orchard Lane, however as the credit and reimbursement agreement is an estimate and the developer’s reimbursable costs are not limited to the amount in the credit and reimbursement agreement a breakdown of the actual costs is required to determine the total eligible costs for the Backbone Infrastructure and Phase 1 Staking for Orchard Lane.

Please let me know if you have any questions or concerns.

Very Respectfully,

Adam James Marston
Sr. Project Analyst, Strategic Advisory Services

Harris & Associates
22 Executive Park, Suite 200
Irvine, CA 92614
o: 949.536.2524
c: 626.756.6072
www.WeAreHarris.com

Good morning Adam – thank you for the update on the progress of your review and my apologies for a delayed response, I was out of town during the second part of last week. Per your request, please find my clarifications below and please let me know if any additional information is needed.

Thank you,

Inna

- **Carlson, Barbee & Gibson services**: quantities provided for engineering and staking services within Exhibit B of the Reimbursement-and-Credit Agreement (approved December 2019) were provided by the engineer on record based on the City approved plan set. Attached, please find other change orders that were processed for additional engineering/staking services within The Cove Phase 1 (approved August 2019). Would you prefer for me to obtain a written confirmation directly from the engineer on cost breakdown?

- **Teichert Construction Fine Grade & Type 2 Curb and Gutter**: Initially, Orchard Lane was phased to be a part of Phase 2 of this project; however, the project was re-phased and Orchard Lane improvements were approved
and completed as a part of Phase 1 instead, as shown on the final City approved improvement plans and as-built plans; however, contract structure with Teichert Construction was not changed. These items (listed under Phase 2 for Orchard Lane) were completed and billed for by Teichert Construction on their July 2019 invoice# 1024153; these items have also been paid in full. Please let me know if any additional confirmation/back up is needed.

---

**From:** Adam Marston <adam.marston@weareharris.com>  
**Sent:** Thursday, July 30, 2020 10:12 AM  
**To:** Inna Miller <inna.miller@beazer.com>  
**Subject:** RE: [External] RE: Willow Creek FP - Orchard Lane Reimbursement

Good Morning Inna,

We are in the process of completing our review and preparing the reimbursement report, however I had a question regarding the Carlson, Barbee, & Gibson work completed for Backbone Infrastructure and Phase 1 Staking. This work is listed on the invoices as additional work authorized, do you have the change order this was approved under including a breakdown of how the costs are to be allocated to each segment?

Also for Teichert Construction the items listed in the below table appear to be part of Phase 2. Please confirm that these improvements are part of phase 2 which has not yet been approved or had the bonds released by the City.

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<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract</td>
<td>Fine Grade (Within ROW)</td>
<td>50,000</td>
<td>SF</td>
<td>$0.49</td>
<td>$22,800.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Original Contract &amp; CO #17</td>
<td>Type 2 Curb and Gutter (Vertical)</td>
<td>1,380</td>
<td>L1</td>
<td>$23.00</td>
<td>$31,640.00</td>
<td>.160</td>
<td>$</td>
</tr>
</tbody>
</table>

Please give me a call if you have any questions or concerns.

Very Respectfully,

Adam James Marston  
Sr. Project Analyst, Strategic Advisory Services

---

**From:** Inna Miller <inna.miller@beazer.com>  
**Sent:** Thursday, July 16, 2020 3:18 PM
To: Adam Marston <adam.marston@weareharris.com>
Subject: RE: [External] RE: Willow Creek FP - Orchard Lane Reimbursement

Hello Adam – below, please find a link to a folder on the Beazer ShareDrive with requested files. Also, below, please find clarifications as requested. Please let me know if any additional information is needed.

Thank you,

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https://beazer.sharefile.com/d-s64c252d7ab34ecda [beazer.sharefile.com]

---

Inna Miller
Sr. Land Coordinator
Beazer Homes ~ Northern California
2710-N Gateway Oaks Drive, Suite 190 | Sacramento, CA 95833
Office: 916.468.4461 | Cell: 916.802.3122
Discover Gatherings®, Award-Winning 55+ Active-Adult Condos

---

From: Sheri Smith <SSmith@cityofsacramento.org>
Sent: Tuesday, July 7, 2020 11:39 AM
To: Eric Frederick <EFrederick@cityofsacramento.org>; Inna Miller <inna.miller@beazer.com>; Taylor Bollinger <taylor.bollinger@beazer.com>
Cc: Adam Marston <adam.marston@weareharris.com>
Subject: [External] RE: Willow Creek FP - Orchard Lane Reimbursement

Hi Inna

Attached please find the request for additional information required to validate the package. I have copied Adam from Harris and Associates so that you can sent the required information directly to Harris.

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<td>50,000</td>
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<td>$0.42</td>
<td>$21,000.00</td>
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<td>Type 2 Curb and Gutter (Vertical)</td>
<td>1,380</td>
<td>LI</td>
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Very Respectfully,

Adam James Marston
Sr. Project Analyst, Strategic Advisory Services

Harris & Associates
22 Executive Park, Suite 200
Irvine, CA 92614
do: 949.536.2524
c: 626.756.6072
www.WeAreHarris.com [weareharris.com]

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Sent: Thursday, July 16, 2020 3:18 PM
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Sheri Smith
Special Districts Manager
(916) 808-7204
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(916) 808-7204

City of SACRAMENTO
Finance Department
Hi Adam,

The Willowcreek Finance Plan I sent earlier is the version that, as far as I’m aware, is the most “updated.” We do escalate the fee each year pursuant to the “Adjustments to Fee/Reimbursement Program” section of the Finance Plan, but that is not done through a formal Finance Plan Update.

I hope this answers your questions. Please let me know if you need anything else.

Thanks,
Eric

---

Hi Sheri and Eric,

Harris received the requested additional information from Beazer Homes and is in the process of preparing a reimbursement report for the Orchard Lane Reimbursement. However, I wanted to follow up with you both to verify that there have not been any updates to the Willowcreek Finance Plan since 1997 including Construction Cost Index escalation.

Please let me know if you have any questions or concerns.

Very Respectfully,

Adam James Marston
Sr. Project Analyst, Strategic Advisory Services

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o: 949.536.2524
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City of SACRAMENTO
Finance Department
SECURITY RELEASE LETTER - OFFSITE IMPROVEMENTS

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Project Address / Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>River Oaks Phase 1</td>
<td>2700 ORCHARD LN, SACRAMENTO, CA 95833</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Accela Record # (Permit #)</th>
<th>eCAPS Charge #</th>
<th>Plan Log #</th>
<th>Planning File #</th>
<th>Development Engineering PM</th>
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<tbody>
<tr>
<td>RPC18-0021</td>
<td>P15574800</td>
<td>PL-2018071</td>
<td>KZ15-041</td>
<td>Eva Bravo</td>
</tr>
</tbody>
</table>

July 8, 2020

Taylor Bollinger
BEAZER HOMES HOLDINGS LLC
2710-N Gateway Oaks Dr., Ste 190
SACRAMENTO, CA 95833

RE: Release of Bond Number K15750534 in the Amount of $4,760,000.00 and $2,380,000.00

Dear Taylor Bollinger,

The obligations secured by the above referenced Bond have been satisfied. The Bond is enclosed and hereby released to your control.

Sincerely,

Eva Bravo
Development Engineering

Enclosure
Good Morning Eric and Sheri,

Harris has reviewed the information provided by the Developer for the Orchard Lane Reimbursement. Please see the attached additional information request detailing the information that is required to determine the eligible reimbursement amount.

Please let me know if you have any questions or concerns regarding the additional information request.

Very Respectfully,

Adam James Marston
Sr. Project Analyst, Strategic Advisory Services

Harris & Associates
22 Executive Park, Suite 200
Irvine, CA 92614
do: 949.536.2524
c: 626.756.6072
www.WeAreHarris.com

Hello Adam,

I have another reimbursement request from a developer, this time in the Willowcreek area of the City. Beazer Homes constructed a roadway (Orchard Lane) that is included in the Willowcreek Finance Plan, and they have submitted a reimbursement request with the backup information contained here: Orchard Lane Reimbursement
Package: https://beazer.sharefile.com/d-sa0dabb7177942579

Included in this sharefile is the Reimbursement/Credit Agreement with the City, and I attach to this email the Willowcreek Finance Plan. I will be taking paternity leave in about a week or two, so I am copying Sheri to this email who can assist you if needed while I am out.

Thank you in advance for your help with this, and please let me know if you have any questions or need anything else from me in connection with this request.
Thanks,
Eric

Eric Frederick
Program Specialist
Department of Finance - Infrastructure Finance
New City Hall, 5th Floor
915 I Street
Sacramento, CA 95814
Direct: (916) 808-5129
efrederick@cityofsacramento.org

E-mail correspondence with the City of Sacramento (and attachments, if any) may be subject to the California Public Records Act, and as such may therefore be subject to public disclosure unless otherwise exempt under the Act.
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*E-mail correspondence with the City of Sacramento (and attachments, if any) may be subject to the California Public Records Act, and as such may therefore be subject to public disclosure unless otherwise exempt under the Act.*
Whereas, the City of Sacramento, State of California, and Beazer Homes Holdings, LLC, a Delaware limited liability company (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated November 15, 2018, and identified as Public Improvement Proceeding No. Z15-041 (commonly referred to as River Oaks - Phase 1), is hereby referred to and made a part hereof; and

Whereas, said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we the principal and Westchester Fire Insurance Company as corporate surety, are held and firmly bound unto the City of Sacramento, (hereinafter called "City"), in the penal sum of FOUR MILLION SEVEN HUNDRED SIXTY THOUSAND & 00/100 Dollars ($4,760,000.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as herein provided, on his or their 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 become null and void, otherwise it shall be and remain in full force and effect.

As a 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 attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the plans and specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.
IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on November 20, 2018.

ORIGINAL APPROVED AS TO FORM:

By: [Signature]
Print Name: Paul J. Dare
Date: 11-27-18

[Company Name]
Surety
555 S. Flower Street, 3rd Floor, Los Angeles, CA 90071
Address

By: [Signature]
Tracy Aston, Attorney-in-Fact 213-630-3200
Contact Phone

PRINCIPAL: Beazer Homes Holdings, LLC, a Delaware limited liability company

By: [Signature]
Print Name: Gregory S. Van Dam
Title: Vice President of Land
Date: 11/21/18

By: [Signature]
Print Name: Laura Stickelman
Title: Division President
Date: 11-21-18

(Acknowledgements)
CALIFORNIA ALL-PURPOSE 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  Los Angeles

On  NOV 20 2018  before me, April Martinez, Notary Public, personally appeared  Tracy Aston  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  

Signature of Notary Public
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 Sacramento

On November 21, 2019 before me, Marc Fackrell, Notary Public
(insert name and title of the officer)

personally appeared Gregory S. Van Dam and Laura Stickelman, 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 [Signature]
(Seal)

MARC FACKRELL
Notary Public - California
Sacramento County
Commission # 2151270
My Comm. Expires Apr 29, 2023
Power of Attorney
Westchester Fire Insurance Company | ACE American Insurance Company

Know All By These Presents, that WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do hereby constitute and appoint Bernadette Alemán, Tracy Aston, KD Conrad, Lisa Crall, Simone Gerhard, April Martinez, Edward C. Spector and Marina Tapia of Los Angeles, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 7th day of August, 2018.

Dawn M. Chlorus, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY

County of Hunterdon

On this 7th day of August, 2018, before me, a Notary Public of New Jersey, personally came Dawn M. Chlorus, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chlorus, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 23-18965
Commission Expires July 16, 2019

CERTIFICATION

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chlorus, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,

(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, N.J, this

Dawn M. Chlorus, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone: (908) 903-3453
Fax: (908) 903-3656
E-mail: careyx@chubb.com

WIRC- AAC (rev. 06-18)
Subdivision Improvement - Payment Bond

(Government Code Section 66499.2)

Project Name: River Oaks - Phase 1
Address: 2700 Orchard Lane, Sacramento, CA 95833
Accela No: RPC18-0021
eCAPS No: P15574800

Bond No. K15750534
Premium charged is included in charge for performance bond

Whereas, the City of Sacramento, State of California, and Beazer Homes Holdings, LLC, a Delaware limited liability company (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated November 15, 2018, and identified as Public Improvement Proceeding No. Z15-041 (commonly referred to as River Oaks - Phase 1), is hereby referred to and made a part hereof; and

Whereas, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Sacramento to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore we the principal and Westchester Fire Insurance Company as corporate surety, are held firmly bound unto the City of Sacramento and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the aforesaid agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California in the sum of TWO MILLION THREE HUNDRED EIGHTY THOUSAND & 00/100 Dollars ($2,380,000.00) for materials furnished or labor thereon of any kind or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable including reasonable attorney's fees, incurred by City in successfully enforcing such obligation to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the plans and specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.
IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on November 20, 2018.

ORIGINAL APPROVED AS TO FORM:
By: Paul A. Dale  
(City Attorney)
Print Name: ____________________________
Date: 11-27-18

Westchester Fire Insurance Company  
Surety
555 S. Flower Street, 3rd Floor, Los Angeles, CA 90071  
Address
By: ____________________________  
(Signature)
Tracy Aston, Attorney-in-Fact  213-630-3200  
Contact Phone

PRINCIPAL: Beazer Homes Holdings, LLC,  
a Delaware limited liability company
By: ____________________________  
(Signature)
Print Name: Gregory S. Van Dam  
Title: Vice President of Land
Date: 11/21/18

By: ____________________________  
(Signature)
Print Name: Laura Stickelman  
Title: Division President
Date: 11-21-18

(Acknowledgements)
CALIFORNIA ALL-PURPOSE 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 ___________ Los Angeles__________

On ___________ NOV 20 2013 ___________ before me, April Martinez, Notary Public, personally appeared ___________ Tracy Aston__________ 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 ___________ __________________________

Signature of Notary Public ___________ __________________________
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 Sacramento

On November 21, 2018 before me, Marc Fackrell, Notary Public
(insert name and title of the officer)

personally appeared Gregory S. VanDam and Laura Stickelman, 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  

(Seal)

MARC FACKRELL
Notary Public - California
Sacramento County
Commission # 2151270
My Comm. Expires Apr 29, 2020
Power of Attorney
Westchester Fire Insurance Company | ACE American Insurance Company

Know All By These Presents, that WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Bernadette Aleman, Tracy Aston, KD Conrad, Lisa Crail, Simone Gerhard, April Martinez, Edward C. Spector and Marina Tapia of Los Angeles, California,

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 7th day of August, 2018.

Dawn M. Chlorost, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon

On this 7th day of August, 2018, before me, a Notary Public of New Jersey, personally came Dawn M. Chlorost, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chlorost, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in due form.

Notarial Seal

KATHERINE ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 22-10065
Commission Expires July 16, 2019

CERTIFICATION

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006 ; ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (such as "Writing Commitments"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Writing Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Writing Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

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(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, N.J., this NOV 20 2018

Dawn M. Chlorost, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3495 Fax (908) 903-3656 e-mail: service@chubb.com

WFIC- AAC (rev. 08-18)
## Orchard Lane Improvement

### Storm Work

<table>
<thead>
<tr>
<th>Contract</th>
<th>Description</th>
<th>QTY</th>
<th>Unit Price</th>
<th>Amount</th>
<th>Unit Price</th>
<th>C.O.</th>
<th>Unit Price</th>
<th>Total Base</th>
<th>C.O.</th>
<th>Unit Price</th>
<th>Total Base</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Original Contract</td>
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<td>1</td>
<td>$7,605.00</td>
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### Sanitary Sewer

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<th>C.O.</th>
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## Orchard Lane Improvement

### Retention Basin

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<th>Description</th>
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## Orchard Lane Improvement

### Street Work

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## Reimbursement Report

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Page 61 of 64
## Orchard Lane Improvement
### Water

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<th>Released Retention</th>
<th>Eligible Amount for Reimbursement</th>
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**SUBTOTAL ITEM 7505**

| Total | $5,400.00 | $27,000.00 | $32,400.00 | $32,400.00 | 100.00% | $27,000.00 | $27,000.00 |

**Invoice Retention**

| $3,240.00 | $27,000.00 | $32,400.00 | $32,400.00 | 100.00% | $27,000.00 | $27,000.00 |

**Invoice Total**

| $29,160.00 | $3,240.00 | $32,400.00 | $32,400.00 | 100.00% | $27,000.00 | $27,000.00 |

### Traffic

<table>
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<tr>
<th>Contract</th>
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<th>Unit Price</th>
<th>Amount</th>
<th>% Complete</th>
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**SUBTOTAL ITEM**

| Total | $42,500.00 | $21,520.00 | $64,020.00 | $64,020.00 | 100.00% | $42,500.00 | $42,500.00 |

**Invoice Retention**

| $4,250.00 | $21,520.00 | $25,770.00 | $25,770.00 | 100.00% | $21,520.00 | $21,520.00 |

**Invoice Total**

| $38,250.00 | $22,518.00 | $60,768.00 | $60,768.00 | 100.00% | $21,520.00 | $21,520.00 |

**SUBTOTAL UNAPPROVED AMOUNT:** $0

**SUBTOTAL ELIGIBLE AMOUNT:** $110,020.00

**SUBTOTAL RELEASED RETENTION AMOUNT:** $0

**TOTAL ELIGIBLE AMOUNT:** $110,020.00
Willowcreek
Orchard Lane Improvement
Incidental Costs

Carlson, Barbee & Gibson - Civil Engineering/Construction Staking

<table>
<thead>
<tr>
<th>Invoice No.</th>
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<th>Backbone &amp; Ph 1 Staking</th>
<th>Proof Pmt Made</th>
<th>TOTAL REQUESTED AMOUNT</th>
<th>Disallowed Costs</th>
<th>Disallowed Costs Comments</th>
<th>TOTAL ELIGIBLE</th>
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</tr>
<tr>
<td>91543R</td>
<td>6/15/2018</td>
<td>$71,050.00</td>
<td>$2,000.00</td>
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<td>$2,000.00</td>
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<td>91544R</td>
<td>7/15/2018</td>
<td>$153,615.00</td>
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<td>$20,065.00</td>
<td>Yes</td>
<td>$18,900.00</td>
<td>$2,700.00</td>
<td>Phase 1 Staking for Orchard Lane is only budgeted for $22,000.00 per letter from CBG dated August 14, 2020.</td>
<td>$16,200.00</td>
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<td>Original Contract</td>
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Subtotal $629,785.00 $22,300.00 $25,865.00 $47,000.00 $3,000.00 $44,000.00

1. An Unconditional Waiver and Release on Final Payment was included in the submittal package as proof of payment.

<table>
<thead>
<tr>
<th>Contract No.</th>
<th>Contract Amount</th>
<th>Eligible Contract Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract</td>
<td>$1,284,000.00</td>
<td>$22,000.00</td>
<td>River Oaks Project - Orchard Lane</td>
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<td>$22,000.00</td>
<td>$22,000.00</td>
<td>Backbone Improvements &amp; Phase 1 Staking</td>
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Totals: $1,284,000.00 $44,000.00

An Unconditional Final Lien Release

Yes
<table>
<thead>
<tr>
<th>Invoice No.</th>
<th>Invoice Date</th>
<th>Invoice Amount</th>
<th>Invoice Description</th>
<th>Proof Pmt Made</th>
<th>To:</th>
<th>TOTAL REQUESTED AMOUNT</th>
<th>Disallowed Costs</th>
<th>Disallowed Costs Comments</th>
<th>TOTAL ELIGIBLE</th>
<th>Comments</th>
<th>Contract / Change Order</th>
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<tbody>
<tr>
<td>1380337</td>
<td>7/9/2018</td>
<td>$10,784.00</td>
<td>Progress Charge</td>
<td>Yes</td>
<td>Stantec Consulting</td>
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<td>1393032</td>
<td>8/10/2018</td>
<td>$8,367.00</td>
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<td>1455177</td>
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<td>$25,388.00</td>
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Subtotal $44,539.00  

$28,151.00

1 An Unconditional Waiver and Release on Final Payment was included in the submittal package as proof of payment.

<table>
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<tr>
<th>Contract No.</th>
<th>Contract Amount</th>
<th>Eligible Contract Amount</th>
<th>Description</th>
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<tbody>
<tr>
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<td>$21,000.00</td>
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<td>River Oaks Roundabout Design Concept</td>
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<td>River Oaks - Traffic Signal</td>
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<td>Signal Design - Orchard Lane</td>
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Totals: $48,000.00 $30,000.00