



AGENDA

December 19, 2018

CITY COUNCIL CLOSED SESSION AND SPECIAL MEETING NOTICE

6:00 p.m.

CITY COUNCIL MEETING

7:00 p.m.

Council Chambers

311 Vernon Street, Roseville, California

www.roseville.ca.us

THE CITY OF ROSEVILLE WELCOMES YOUR PARTICIPATION

If an agenda item is open to public comment, such public comment shall be addressed to the chair of the meeting.

Public Comment - Speakers have three minutes under Public Comment to speak on issues that are not listed on the agenda and are within the City's jurisdiction. The Brown Act does not permit any action or discussion on items not listed on the agenda.

Consent Calendar - If applicable, the Consent Calendar consists of routine items that may be approved by one motion. Any person can remove an item from the Consent Calendar to be discussed separately.

Agenda Items - Speakers have five minutes to address items that are listed on the agenda.

Americans with Disabilities Act - Notify the City Clerk or Secretary at least 72 hours in advance if special assistance is required to participate in a meeting including the need of auxiliary aids or services.

Audio/Visual Presentations - If making a presentation regarding an agenda item, audio/visual materials must be submitted to the City Clerk or Secretary at least 72 hours in advance.

Roseville City Clerk 311 Vernon Street, Roseville, CA 916-774-5200 TDD 916-774-5220

CLOSED SESSION

6:00 p.m.

Conference with Labor Negotiators

Pursuant to California Government Code Section 54957.6

Agency designated representative: Stacey Peterson

Employee Organizations: Roseville Police Association; IBEW, Local 1245;

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **MEETING PROCEDURES**
5. **PUBLIC COMMENTS**
6. **CONSENT CALENDAR**

BEGINNING OF CONSENT CALENDAR

Minutes

6.1. Minutes of Prior Meetings

Memo from City Clerk Sonia Orozco recommending City Council approve the Minutes of November 7, 2018 and November 28, 2018 City Council meetings.

CC #: 9716

File #: 0102-03

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

Bids / Purchases / Services

6.2. Overhead Medium-Voltage Distribution Switches (RFQ 10-3191) - Purchase Orders

Memo from Buyer Babette Owens and Finance Director Dennis Kauffman recommending Council adopt RESOLUTION NO. 18-499 APPROVING A PURCHASE ORDER FOR OVERHEAD MEDIUM-VOLTAGE DISTRIBUTION SWITCHES. Staff requests approval of purchase orders to Anixter Inc. for overhead medium-voltage distribution switches on an as-needed basis. The estimated annual cost is \$40,000.00. Funding is included in the Electric Department 12kV Upgrade & Extension FY2018-19 budget. Staff requests authorization to renew without further Council approval, contingent upon budget approval each year.

CC #: 9676

File #: 0203-07-01

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

6.3. Vehicle and Equipment Purchases

Memo from Fleet Manager Brian Craighead and Acting Public Works Director Jason Shykowski recommending Council approve a purchase order to Oroville Ford, Inc. for one Ford F250 utility body truck utilizing RFQ 10-3192 in the amount of \$49,729.71; approve a purchase order to Future Ford, Inc. for twelve Ford F150 trucks utilizing RFQ 10-3193 in the amount of \$366,220.07; approve

a purchase order to John L. Sullivan Investments, Inc. dba Roseville Toyota for one Toyota Tacoma truck utilizing RFQ 10-3194 in the amount of \$33,899.23; and approve two purchase orders to Turf Star, Inc. for one Toro mower and one Toro aerator utilizing National Intergovernmental Purchasing Alliance contract #2017025 in the amount of \$71,189.45. Funding for these vehicles is included in the FY2018-19 Auto Replacement budget.

CC #: 9679

File #: 0203-01

CONTACT: Brian Craighead 916-774-5731 bcraighead@roseville.ca.us

6.4. Dietrich Park Play Structure Replacement - Service Agreement

Memo from Park Development Analyst Rjahja Canlas and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 18-511 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND PLAYPOWER LT FARMINGTON, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (\$1904311). Staff recommends approval of a service agreement with PlayPower LT Farmington, Inc. for \$147,965.86 to remove and replace the play structure at Dietrich Park. The project was approved in FY2017-18 using funds from the Parks, Recreation & Libraries Capital Fund. Ongoing maintenance costs are anticipated to stay the same and are included in the FY2018-19 Parks, Recreation & Libraries budget.

CC #: 9698

File #: 0704-01

CONTACT: Rjahja Canlas 916-774-5342 rcanlas@roseville.ca.us

6.5. Buljan Park Play Structure Replacement - Service Agreement

Memo from Park Development Analyst Rjahja Canlas and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 18-510 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND PLAYPOWER LT FARMINGTON, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (\$1904312). Staff recommends approval of a service agreement with PlayPower LT Farmington C/O All About Play for \$139,946.36 to remove and replace the play structure at Buljan Park. The project was approved in FY2017-18 using funds from the Parks, Recreation & Libraries Capital Fund. Ongoing maintenance costs are anticipated to stay the same and are included in the FY2018-19 Parks, Recreation & Libraries budget.

CC #: 9697

File #: 0704-01

CONTACT: Rjahja Canlas 916-774-5342 rcanlas@roseville.ca.us

6.6. Fire - Public Safety Radio Equipment - Purchase Order

Memo from Assistant Fire Chief Brian Diemer and Fire Chief Rick Bartee recommending Council adopt RESOLUTION NO. 18-525 APPROVING A PURCHASE ORDER FOR PUBLIC SAFETY RADIO EQUIPMENT. Staff requests Council approval to utilize the companies

authorized for public safety radio equipment from BK Technologies, Inc, through the use of the State of Washington NASPO Value Point Master Price Agreement pursuant to Participating Addendum Number 7-16-58-15 between the State of California Department of General Services and BK Technologies, Inc., for the term of November 7, 2018 thru June 30, 2021. The estimated cost of purchases for FY2018-19 is \$45,000.00, FY2019-20 is \$100,000.00 and FY2020-21 is \$100,000.00 for a total award of \$245,000.00. Funding is included in the Fire Department Support Services budget for FY2018-19 and subsequent fiscal years will be limited to the amount approved by Council.

CC #: 9674

File #: 0203-05

CONTACT: Brian Diemer 916-746-1392 bdiemer@roseville.ca.us

6.7. Ammunition - Sole Source Purchase Order

Memo from Police Department Rangemaster Randy Thompson and Police Chief Jim Maccoun recommending Council authorize a sole source purchase order of Hornady ammunition from the Miwall Corporation to meet the Police Department's needs. Hornady has been selected using FBI-established protocols as the best value for quality. Hornady ammunition is exclusively distributed by Miwall Corporation in the northern California area, and therefore is the City's only available source for the purchase of Hornady brand ammunition. The estimated cost is \$83,991.77, which is included in the Police Department's FY2018-19 General Fund budget.

CC #: 9688

File #: 0203-12

CONTACT: Randy Thompson 916-774-5099 rthompson2@roseville.ca.us

Resolutions

6.8. Sierra Vista Village JM-02A - Phase 1 Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-505 APPROVING A SUBDIVISION AGREEMENT FOR THE SIERRA VISTA VILLAGE JM-02A - PHASE 1 SUBDIVISION, BY AND BETWEEN THE CITY OF ROSEVILLE AND JOHN MOURIER CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Sierra Vista Village JM-02A - Phase 1 final map. Staff has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 92 residential lots, 2 landscape lots and 1 open space lot. The actions requested have no fiscal impact to the City's General Fund.

CC #: 9692

File #: 0400-07 & 0400-04-12-1

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

6.9. Sierra Vista Village JM-03A - Phase 1 Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services

Director Mike Isom recommending Council adopt RESOLUTION NO. 18-506 APPROVING A SUBDIVISION AGREEMENT FOR THE SIERRA VISTA VILLAGE JM-03A - PHASE 1 SUBDIVISION, BY AND BETWEEN THE CITY OF ROSEVILLE AND JOHN MOURIER CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Sierra Vista Village JM-03A - Phase 1 final map. Staff has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 83 residential lots and 2 common area (private) lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 9693

File #: 0400-07 & 0400-04-12-1

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

6.10. Sierra Vista Village JM-20A - Phase 1 Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-507 APPROVING A SUBDIVISION AGREEMENT FOR THE SIERRA VISTA VILLAGE JM-20A - PHASE 1 SUBDIVISION, BY AND BETWEEN THE CITY OF ROSEVILLE AND JOHN MOURIER CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Sierra Vista Village JM-20A - Phase 1 final map. Staff has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 88 residential lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 9694

File #: 0400-07 & 0400-04-12-1

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

6.11. Westpark Phase 3 Village 13D - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-509 APPROVING A SUBDIVISION AGREEMENT FOR THE WESTPARK PHASE 3 VILLAGE 13D SUBDIVISION, BY AND BETWEEN THE CITY OF ROSEVILLE AND KB HOME SACRAMENTO, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Westpark Phase 3 Village 13D final map. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating 81 residential lots and 2 landscape lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 9696

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

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

6.12. Federal Advocacy Services for the Environmental Utilities Department -

Professional Services Agreement (ENS)

Memo from Acting Water Utility Manager Sean Bigley and Environmental Utilities Director Rich Plecker recommending Council adopt RESOLUTION NO. 18-503 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ENS RESOURCES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of a professional services agreement (PSA) with ENS Resources, Inc. for professional federal advocacy services for a not-to-exceed amount of \$624,000.00 (\$104,000.00 annually for a six year term) with the costs for the PSA equally budgeted between the Water Administration (Water Operations Fund) and Wastewater Administration (Wastewater Operations Fund). The PSA also provides that upon mutual agreement between the City and ENS Resources, Inc. that there be three options to extend the PSA for one additional year at a time (at \$104,000.00 additional not to exceed per year extended).

CC #: 9690

File #: 0114 & 0800-02

CONTACT: Sean Bigley 916-774-5513 sbigley@roseville.ca.us

6.13. Federal Advocacy Services for the Environmental Utilities Department - Professional Services Agreement (Thorn Run)

Memo from Acting Water Utility Manager Sean Bigley and Environmental Utilities Director Rich Plecker recommending Council adopt RESOLUTION NO. 18-502 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THORN RUN PARTNERS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of a professional services agreement (PSA) with Thorn Run Partners, LLC for professional federal advocacy services for a not-to-exceed amount of \$540,000.00 (\$90,000.00 annually for a six year term) with the costs for the PSA equally budgeted between the Water Administration (Water Operations Fund) and Wastewater Administration (Wastewater Operations Fund). The PSA also provides that upon mutual agreement between the City and Thorn Run Partners that there be three options to extend the PSA for one additional year at a time (at \$90,000.00 additional not to exceed per year extended).

CC #: 9689

File #: 1004 & 0800-02

CONTACT: Sean Bigley 916-774-5513 sbigley@roseville.ca.us

6.14. Site Evaluation for City Services - Professional Services Agreement

Memo from Refuse and Stormwater Manager Devin Whittington and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-500 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND HDR ENGINEERING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of a professional services agreement to HDR Engineering, Inc. for site evaluation for City services. The professional services agreement requires city

service growth projections be reanalyzed and plotted out to determine future site needs. These services are needed to provide city services sustainably into the future. The cost of \$56,500.00 is budgeted in FY2018-19 in the Solid Waste Operations Fund.

CC #: 9677

File #: 0800-02

CONTACT: Devin Whittington 916-774-5783 dwhittington@roseville.ca.us

6.15. Fire Department Performance Audit - Professional Service Agreement

Memo from Assistant City Manager Kevin Payne and City Manager Dominick Casey recommending Council adopt RESOLUTION NO. 18-526 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND FITCH & ASSOCIATES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The purpose of this request is to initiate a performance audit of the Roseville Fire Department operations. The total costs for these services is \$59,999.00. The City Manager's FY2018-19 budget identified this expense as part of the budget process and full funding is available through the remainder of this fiscal year.

CC #: 9717

File #: 0600-08

CONTACT: Kevin Payne 916-774-5362 kpayne@roseville.ca.us

6.16. Revenue Enhancement Services - Professional Services Agreement Amendment

Memo from Budget Manager Scott Pettingell and Finance Director Dennis Kauffman recommending Council adopt RESOLUTION NO. 18-513 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MUNISERVICES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 18-530 AUTHORIZING THE EXAMINATION OF SALES OR TRANSACTIONS AND USE TAX RECORDS. The purpose of this request is to amend an existing agreement with MuniServices, LLC to include the review and examination of Measure B transaction and use tax records, extend the term of the agreement for one additional year, and increase the total contract compensation by \$125,000.00. This request also includes a recommendation to authorize MuniServices, LLC access to all sales and transaction and use tax records collected by the California Department of Tax and Fee Administration, including Measure B sales and use tax records. There are adequate funds available in the FY2018-19 approved budget to fund this amendment.

CC #: 9701

File #: 0200

CONTACT: Scott Pettingell 916-774-1306 spettingell@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

6.17. City Transactions and Use Tax Agreements

Memo from Budget Manager Scott Pettingell and Finance Director Dennis Kauffman recommending Council adopt RESOLUTION NO. 18-514 AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS AND ALL RELATED DOCUMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION FOR IMPLEMENTATION OF A LOCAL TRANSACTIONS AND USE TAX. Staff requests approval of the agreements and related documents for the preparation and ongoing administration of the Measure B transactions. There are adequate funds available in the FY2018-19 General Fund contingency to fund the \$175,000.00 required for the implementation of the Measure B transactions. No budget adjustments are required for the ongoing administration of Measure B as these costs will be deducted from the taxes collected.

CC #: 9673

File #: 0210

CONTACT: Scott Pettingell 916-746-1306 spettingell@roseville.ca.us
Dennis Kauffman 916-746-5313 dkauffman@roseville.ca.us

6.18. Disclosure Consultant Services - Professional Services Agreement Amendment

Memo from Accounting Supervisor Nick Rosas and Finance Director Dennis Kauffman recommending Council adopt RESOLUTION NO. 18-512 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND FIELDMAN, ROLAPP & ASSOCIATES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of the first amendment to a professional services agreement with Fieldman, Rolapp & Associates, Inc., dba Applied Best Practices. The amendment is to extend the term of the original agreement for a period of two years to ensure the City continues to maintain compliance with debt covenants and files all disclosure reports timely. The cost of the service is estimated to be \$15,000.00 per year for the two-year extension. Funding is included in the FY2018-19 budget of the General Fund, utility enterprise funds, and community facilities district funds. Spending for the second fiscal year is contingent upon Council approval of the budget.

CC #: 9699

File #: 0200

CONTACT: Nick Rosas 916-774-5314 nrosas@roseville.ca.us

6.19. Special Tax and Assessment District Administration - Professional Services Agreement

Memo from Administrative Analyst Jeannine Thrash and Finance Director Dennis Kauffman recommending Council adopt RESOLUTION NO. 18-524 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WILL DAN FINANCIAL SERVICES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Finance Department engages a consulting firm to administer the City's 35 Community Facilities

Districts (CFDs) and 8 Lighting and Landscaping Districts (LLDs). The administrative services provided include the development of the annual engineer's report for the LLDs, the annual disclosure reports, the annual levy budgets, and all the day-to-day administration for each CFD and LLD. There will be no fiscal impact to the General Fund from this agreement. Annually, the City places a levy on taxable parcels within each CFD and LLD to pay for debt service on bonds, services provided within each district, and the cost of district administration. The annual compensation is not to exceed \$310,000.00. There is no impact to the General Fund.

CC #: 9713

File #: 0206

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us

Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

6.20. Master Confirmation - Western Systems Power Pool Agreement

Memo from Electric Resource Analyst Petra Wallace and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 18-518 APPROVING A MASTER CONFIRMATION UNDER THE WSPP AGREEMENT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES - STATE WATER RESOURCES DEVELOPMENT SYSTEM AND CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Western Systems Power Pool Agreement with the Department of Water Resources will allow the City to purchase physical electricity to meet Roseville's electricity demand at competitive prices. There is no fiscal impact associated with the execution of the agreement as it is only an enabling agreement.

CC #: 9709

File #: 0800-03

CONTACT: Petra Wallace 916-774-5510 pwallace@roseville.ca.us

6.21. Community Solar Land Lease Amendment and Assignment Agreements

Memo from Assistant Electric Utility Director Todd White and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 18-529 APPROVING A FIRST AMENDMENT TO THE COMMUNITY SOLAR LAND LEASE AGREEMENT, BY AND BETWEEN CLEAN FOCUS RENEWALS, INC. AND THE CITY OF ROSEVILLE, AND APPROVING THE COMMUNITY SOLAR ASSIGNMENT AND ASSUMPTION AGREEMENT, BY AND BETWEEN CLEAN FOCUS RENEWABLES, INC., CF ROSEVILLE OWNER, LLC, AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE BOTH AGREEMENTS ON BEHALF OF THE CITY OF ROSEVILLE. These agreements assign the Community Solar Master Power Purchase and Sale Agreement and Land Lease Agreement from Clean Focus Renewables, Inc. to its wholly-owned subsidiary, CF Roseville Owner, LLC, and make changes to some of the terms of those agreements in order to allow a third party investor to finance a portion of the project. These changes include a five (5) day extension of the right to cure periods in the original contracts. There is no fiscal impact to the City from these changes.

CC #: 9719

File #: 0800-03

CONTACT: Todd White 916-746-1668 twhite@roseville.ca.us

6.22. International Swaps and Derivatives Association's 2018 U.S. Resolution Stay Protocol

Memo from Electric Resource Analyst Petra Wallace and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 18-517 APPROVING THE INTERNATIONAL SWAPS AND DERIVATIVES ASSOCIATION 2018 U.S. RESOLUTION STAY PROTOCOL AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, OR A SUBSTANTIALLY SIMILAR AGREEMENT, ON BEHALF OF THE CITY OF ROSEVILLE. The International Swaps and Derivatives Association's ("ISDA") 2018 U.S. Resolution Stay Protocol ("Stay Protocol"), is an industry standard agreement that allows the City to continue to purchase and/or sell electricity and natural gas from Global Systemically Important Banks starting January 1, 2019, to meet Roseville's energy needs at competitive prices. The fiscal impact associated with execution of the Stay Protocol is a one-time \$500.00 fee available in the Electric Operations budget for FY2018-19.

CC #: 9708

File #: 0800-03

CONTACT: Petra Wallace 916-774-5510 pwallace@roseville.ca.us

6.23. Plan Checking and Inspection Services - Agreement Amendment

Memo from Administrative Analyst Brandy LeBeau and Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-504 APPROVING A FIRST AMENDMENT TO AGREEMENT FOR PLAN CHECKING AND INSPECTION SERVICES, BY AND BETWEEN BUREAU VERITAS NORTH AMERICA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of a \$50,000.00 increase to the Development Services Department's existing agreement for plan checking and inspection services for FY2018-19 with Bureau Veritas. The City's Housing Division requires use of the contract for inspections of health & safety, accessibility and other repairs associated with the City's Owner-Occupied Rehabilitation Program administered by the Housing Division and funded through the federal HOME and CDBG programs, among other sources. If approved, the new maximum contract amount would be \$400,000.00. The \$50,000.00 increase is funded from federal sources and involves no General Fund resources.

CC #: 9691

File #: 0800-06

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

6.24. On-Call Materials Testing and Special Inspection Services - Professional Services Agreement Amendment

Memo from Park Development Analyst Rjahja Canlas and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 18-515 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ENGEO, INCORPORATED, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests Council to approve an amendment to extend by one year a professional services agreement for on-call materials testing and special inspection services with ENGEO, Inc. Funding for services will be provided through capital improvement projects as approved during the fiscal year budgets, an approved professional design services budget, or developer reimbursements. The total contract amount is not-to-exceed \$400,000.00 over a four-year period.

CC #: 9702

File #: 0704

CONTACT: Rjahja Canlas 916-774-5342 rcanlas@roseville.ca.us

6.25. Street Closure Request - Commitment Day 5K Run - January 1, 2019

Memo from Recreation Superintendent Jeff Nereson and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 18-508 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND LIFETIME FITNESS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval for street and lane closures that include Stone Canyon Drive between the residential gate of the Stone Ridge subdivision and East Roseville Parkway and westbound lanes two and three from Alexandra Drive to the Lifetime Fitness business entrance on East Roseville Parkway on Tuesday, January 1, 2019 from 8:30 - 12:00 p.m. for the Commitment Day 5K Run organized by Lifetime Fitness. All costs associated with this event for City services will be reimbursed by Lifetime Fitness.

CC #: 9695

File #: 0109-02

CONTACT: Jeff Nereson 916-774-5974 jnereson@roseville.ca.us

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

6.26. Community Facilities Districts/Lighting and Landscaping Districts True-Up to Levies - Budget Adjustment

Memo from Financial Analyst Teri Quinlan and Finance Director Dennis Kauffman recommending Council adopt ORDINANCE NO. 6041 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests carryforward of the City's Community Facility District's (CFD) and Landscaping and Lighting District's (LLD) unspent budget encumbrances as well as to fund four improvement projects. In addition, after a review of all the CFD and LLD FY2018-19

budgets, multiple items were identified as needing adjustments to true-up to the FY2018-19 levies that were submitted to Placer County. The impact of the budget adjustments to the General Fund is a net increase of \$643,638.00.

CC #: 9707

File #: 0201-01 & 0206-03 & 0206-08

CONTACT: Teri Quinlan 916-774-5479 tquinlan@roseville.ca.us

6.27. Information Technology - Budget Adjustment

Memo from Information Technology Program Manager Roger Root and Chief Information Officer Hong Sae recommending Council adopt ORDINANCE NO. 6044 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests approval to transfer the \$728,800.00 from the FY2017-18 Information Technology (IT) Rehab budget into the FY2018-19 IT Rehab budget. In December of 2017, Council approved a funding allocation to the IT Rehab Fund for the following projects in IT: Single Sign On/Multi-factor authentication, MDC Replacement, and Document Management Software Replacement. Due to lack of IT staffing availability, these projects could not begin until late in FY2017-18. As such, the majority of the work and purchasing for these projects will take place in FY2018-19.

CC #: 9718

File #: 0201-01 7 & 0800-05

CONTACT: Roger Root 916-774-5120 rroot@roseville.ca.us

6.28. Interfund Loan Budget Adjustment

Memo from Financial Analyst Teri Quinlan and Finance Director Dennis Kauffman recommending Council adopt ORDINANCE NO. 6039 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The budget adjustment increases the interfund loan payment from the Child Care Fund to the Automotive Replacement Fund in the amount of \$13,956.00 for the purchase of a modular facility to operate Adventure Club programs at the Orchard Ranch Elementary School campus that was approved after the FY2018-19 budget process.

CC #: 9700

File #: 0201-01 & 0704

CONTACT: Teri Quinlan 916-774-5479 tquinlan@roseville.ca.us

6.29. Johnson Pool Capital Improvement Project - Budget Adjustment

Memo from Administrative Analyst Melissa Hagan and Economic Development Director Laura Matteoli recommending Council adopt ORDINANCE NO. 6036 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE

IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. In November 2017, the City Council approved the Community Development Block Grant budget which allocated \$141,565.00 to the Johnson Pool project. These funds are within the Capital Improvement Project and are being carried forward. Prior year commitments to the Johnson Pool project were not carried forward in this year's budget. The proposed budget adjustment of \$23,435.00 is needed to bring the current year's budget amount to the Council approved amount of \$165,000.00.

CC #: 9675

File #: 0707 & 0201-01

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

6.30. Business License and Transient Occupancy Tax Management and Collection - Professional Consultant Services Agreement Amendment and Budget Adjustment

Memo from Financial Technician Tricia Cheshire and Finance Director Dennis Kauffman recommending Council adopt RESOLUTION NO. 18-516 APPROVING FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES, BY AND BETWEEN HDL SOFTWARE, LLC AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6040 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This amendment will add Short Term Rentals to the existing professional consultant services agreement for Business License and Transient Occupancy Tax Management and Collection. The budget adjustment will account for the new expenses and new revenue that will be collected. The total cost of the service will not exceed \$4,500.00. No additional General Fund resources are required to fund these additional services as the Short Term Rental permit revenues are expected to fully offset the cost.

CC #: 9703

File #: 0200 & 0201-01

CONTACT: Tricia Cheshire 916-774-5328 tcheshire@roseville.ca.us

6.31. Temporary Classification Salary Schedule Changes

Memo from Human Resources Manager Linda Hampton and Human Resources Director Stacey Peterson recommending Council adopt ORDINANCE NO. 6043 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6007, THE SALARY ORDINANCE FOR SEASONAL/TEMPORARY EMPLOYEES, AS AMENDED BY APPENDIX "H" TO BE EFFECTIVE DECEMBER 22, 2018, AS AN URGENCY MEASURE. California Senate Bill 3 Chapter 4 increases the minimum wage from \$11.00 per hour to \$12.00 per hour on January 1, 2019. A total of 32 temporary classifications are recommended to receive a salary increase. Staff took into consideration compaction issues and consistency amongst all temporary classifications. The General Fund fiscal

impact of \$82,000.00 is accounted for in the FY2018-19 budget. Staff is also recommending deleting 42 temporary salary schedules with approximately 5% between steps in an ongoing effort to slow down wage cost increases. Staff recommends City Council approve the Temporary Classification salary schedule to reflect these changes.

CC #: 9714

File #: 0600-01

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

6.32. Weber Park Classroom - Grant Agreement and Budget Adjustment

Memo from Park Planning and Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 18-522 APPROVING THE KAISER GRANT AGREEMENT FOR WEBER PARK CLASSROOM BY AND BETWEEN THE CITY OF ROSEVILLE AND HEALTH EDUCATION COUNCIL AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6042 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. In October 2018, the Health Education Council informed the City of a \$75,000.00 grant award from Kaiser through their Community Benefits Program to the Health Education Council to aesthetically improve the classroom (\$50,000.00) and provide programming/events (\$10,000.00) at Weber Park. The balance of the grant amount will be retained by the Health Education Council to administer the grant and to provide public outreach. A budget adjustment, if approved, allocates \$60,000.00 of the Kaiser grant to fully fund the project and includes an in-kind contribution through volunteers to paint the interior. There will be no General Fund impact.

CC #: 9711

File #: 0201-01 & 0704-01

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

Ordinances (for second reading and adoption)

6.33. Second Reading - Hewlett-Packard Campus Oaks Parcel CO-21, 31, 41, 42 - Campus Oaks Commercial

ORDINANCE NO. 6037 OF THE COUNCIL OF THE CITY OF ROSEVILLE REZONING CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE; and ORDINANCE NO. 6038 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A SEVENTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND BBC ROSEVILLE OAKS, LLC RELATIVE TO THE CAMPUS OAKS PROPERTY WITHIN THE HEWLETT-PACKARD CAMPUS OAKS MASTER PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE, for second reading and adoption.

CC #: 9687

File #: 0400-04-18-1

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

Reports / Requests

6.34. World Health Organization Network of Age-Friendly Cities 2018 Update Report

Memo from Recreation Manager Kathy Barsotti requesting Council accept the World Health Organization (WHO) Network of Age-Friendly Cities 2018 Update Report and approve its submittal to the American Association of Retire Persons (AARP) and the WHO Network of Age-Friendly Cities local agency. This is an update of staff's 2012 report, that awarded the City the distinction of being named an age-friendly city. There is no financial impact associated with submitting the report nor joining AARP.

CC #: 9678

File #: 0103-12-02

CONTACT: Kathy M. Barsotti 916-774-5955 kbarsotti@roseville.ca.us

6.35. Appointment of Youth Board Member and Youth Commissioners

Memo from Deputy Clerk Kelly Aye and City Clerk Sonia Orozco recommending Council:

Appoint Jacia Pangilinan as the Library Board Youth Member with term ending December 31, 2019.

Appoint Riley Moore as the Parks and Recreation Commission Youth Commissioner with term ending December 31, 2019.

CC #: 9680

File #: 0103 & 0103-04-02 & 0103-05-02

CONTACT: Kelly Aye 916-774-5264 kaye@roseville.ca.us

Ceremonial Documents

6.36. Resolution of Commendation to Raul Cervantes

Raul Cervantes be commended for 30 years of outstanding service and dedication to the City of Roseville and wished a long, healthy, and enjoyable retirement.

CC #: 9684

File #: 0102-10

CONTACT: Jason Shykowski 916-774-5319 jshykowski@roseville.ca.us

6.37. Resolution of Commendation to Holly Heffernan Krelle

Holly Heffernan Krelle be commended for 18 years of outstanding service and dedication to the City of Roseville and wished a long, health, and enjoyable retirement.

CC #: 9704

File #: 0102-10

CONTACT: Art Vogtlin 916-774-5111 avogtlin@roseville.ca.us

6.38. Resolution of Commendation to John Hernandez

John Angelo Hernandez be commended for 31 years of outstanding service and dedication to the City of Roseville and wished a long, healthy, and enjoyable retirement.

CC #: 9683

File #: 0102-10

CONTACT: Jose Lopez 916-5444 jlopez@roseville.ca.us

6.39. Resolution of Commendation to Steven McGeorge

Steven McGeorge be commended for 34 years of outstanding service and dedication to the City of Roseville and wished a long, healthy, and enjoyable retirement.

CC #: 9682

File #: 0102-10

CONTACT: Jose Lopez 916-774-5444 jlopez@roseville.ca.us

6.40. Resolution of Commendation to Mark Morse

Mark Morse be commended for 24 years of outstanding service and dedication to the City of Roseville and wished a long, healthy, and enjoyable retirement.

CC #: 9681

File #: 0102-10

CONTACT: Kevin Payne 916-774-5256 kpayne@roseville.ca.us

6.41. Resolution of Commendation to Guy Howes

Guy Howes be commended for 27 years of outstanding service and dedication to the City of Roseville and wished a long, healthy, and enjoyable retirement.

CC #: 9706

File #: 0102-10

CONTACT: Jose Lopez 916-746-1304 jlopez@roseville.ca.us

END OF CONSENT CALENDAR

7. RESOLUTIONS

7.1. Establishment of a Charter Review Commission and Recruitment of Members for 2020 Charter Amendments

Memo from City Clerk Sonia Orozco recommending Council adopt RESOLUTION NO. 18-501 ESTABLISHING A CHARTER REVIEW COMMISSION FOR THE CITY OF ROSEVILLE TO REVIEW THE CHARTER FOR THE PURPOSE OF MAKING RECOMMENDATIONS TO THE CITY COUNCIL ON THE NEED TO AMEND THE CHARTER;

DIRECTING RECRUITMENT OF MEMBERS FOR THE CHARTER REVIEW COMMISSION; ESTABLISHING A CHARGE FOR THE COMMISSION AND ESTABLISHING A TIMETABLE FOR THE REVIEW AND REPORT FOR POSSIBLE PLACEMENT OF PROPOSED AMENDMENTS ON THE NOVEMBER 2020 GENERAL ELECTION BALLOT. Cost estimates for the Charter Review Commission will be approximately \$5,000 for copying, supplies and materials. Funds are included in the City Clerk and City Attorney FY2018-19 budgets. Indirect expenses associated with the Charter Review process include the cost of staff time to assist the Commission in conducting research and preparation of requested documents. Indirect costs associated for staffing will be absorbed in each respective department's budgets. Cost estimates are based on the assumption the Commission will meet once a month for a twelve-month period.

CC #: 9686

File #: 0103-28

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

8. SPECIAL REQUESTS/REPORTS/PRESENTATION

8.1. Council Vacancy for Term Ending November 2020

Memo from City Clerk Sonia Orozco requesting City Council direction on filling a Council vacancy due to the resignation of Bonnie Gore. Bonnie Gore will be sworn in as a member of the Placer County Board of Supervisors representing District 1 in January of 2019, thus vacating her seat as mayor of the City of Roseville.

CC #: 9685

File #: 0102-09

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

8.2. Local Sales Tax Citizens' Oversight Committee Charter Adoption and Recruitment

Memo from City Clerk Sonia Orozco recommending City Council adopt RESOLUTION NO. 18-523 ADOPTING A LOCAL SALES TAX CITIZENS' OVERSIGHT COMMITTEE CHARTER. The proposed Local Sales Tax Citizens' Oversight Committee Charter ("Committee Charter") which establishes a five-member Citizens' Oversight Committee (hereinafter, "Local Sales Tax Oversight Committee") to review the revenue and expenditures of funds from the general Transactions and Use Tax known as Measure B, Protecting Roseville's Public Safety, Roads, and Essential Services, as directed by Chapter 4.22 of the Roseville Municipal Code, and which authorizes the City Clerk to advertise and recruit members for appointment at the February 20, 2019 City Council meeting. Indirect expenses associated with the Local Sales Tax Oversight Committee include the cost of staff time to assist the Committee and to prepare necessary documents. Indirect costs associated for staffing will be absorbed in the Finance Director and City Manager's department budgets.

CC #: 9712

File #: 0103-22

9. PUBLIC HEARING

NOTICE TO THE PUBLIC

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

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

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

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

9.1. Sierra Vista Community Facilities District No. 2 (Public Facilities) Resolution of Formation and Future Annexation Area; and Community Facilities District No. 3 (Municipal Services) Annexation 20 (Villages at Sierra Vista)

Memo from Administrative Analyst Jeannine Thrash and Finance Director Dennis Kauffman recommending Council adopt RESOLUTION NO. 18-519 A RESOLUTION OF FORMATION OF COMMUNITY FACILITIES DISTRICT AND FUTURE ANNEXATION AREA, CITY OF ROSEVILLE, Sierra Vista Community Facilities District No. 2 (Public Services); and adopt RESOLUTION NO. 18-520 A RESOLUTION CALLING SPECIAL LANDOWNER ELECTION FOR COMMUNITY FACILITIES DISTRICT, CITY OF ROSEVILLE, Sierra Vista Community Facilities District No. 2 (Public Services); and adopt RESOLUTION NO. 18-521 A RESOLUTION DECLARING RESULTS OF SPECIAL LANDOWNER ELECTION AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN, CITY OF ROSEVILLE, Sierra Vista Community Facilities District No. 2 (Public Services); and introduce for first reading ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE LEVYING SPECIAL TAX WITHIN SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES); and adopt RESOLUTION NO. 15-527 A RESOLUTION OF ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT, AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS CITY OF ROSEVILLE, Community Facilities District No. 3 (Municipal Services) Annexation No. 20 (Villages at Sierra Vista); and adopt RESOLUTION NO. 18-528 A RESOLUTION DECLARING RESULTS OF SPECIAL

ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN, CITY OF ROSEVILLE, Community Facilities District No. 3 (Municipal Services) Annexation No. 20 (Villages at Sierra Vista). The landowners are obligated under a Development Agreement to participate in a Public Services CFD (CFD No. 2) to fund the ongoing maintenance obligations of authorized services within the district and to annex into the existing Municipal Services CFD (CFD No. 3). Neither the formation or administration of CFD No. 2 or the annexation into CFD No. 3 will impact the City's General Fund. Each CFD will generate special taxes, levied on the landowner's annual property tax bill, that will pay for the authorized services within each respective district.

CC #: 9710

File #: 0206-03-01

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

10. COUNCIL / STAFF / REPORTS/ COMMENTS

11. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 9716
File #: 0102-03

Title: Minutes of Prior Meetings
Contact: Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

Meeting Date: 12/19/2018
Item #: 6.1.

RECOMMENDATION TO COUNCIL

Recommend the City Council approve the Minutes of November 7, 2018 and November 28, 2018 City Council meetings.

BACKGROUND

There is no background associated with this item. The request is to approve the minutes of previous meetings.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Sonia Orozco, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

November 7, 2018 City Council Minutes

November 28, 2018 City Council Minutes



MINUTES

November 7, 2018

CITY COUNCIL MEETING
HOUSING SUCCESSOR AGENCY MEETING
7:00 p.m.
Council Chambers
311 Vernon Street, Roseville, California
www.roseville.ca.us

1. CALL TO ORDER

Mayor Susan Rohan called the November 7, 2018 City Council/Housing Successor Agency meeting to order at 7:00 p.m.

Mayor Susan Rohan requested Council consensus to hear Item #10.2 prior to Item 10.1. Consensus reached.

2. ROLL CALL

Present: Alvord, Herman, Allard, Rohan
Absent: Gore

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Development Services Director Mike Isom.

4. MEETING PROCEDURES

City Clerk Sonia Orozco announced the procedures for addressing Council.

5. PRESENTATIONS

5.1. Roseville Chamber of Commerce - SPLASH Proceeds

Presentation to the City of Roseville Parks, Recreation and Libraries Department of the proceeds from the 2018 SPLASH event to benefit youth programs within the City.

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

Roseville Chamber of Commerce President Elect Jeff Richardson made the presentation to Recreation Manager Kathy Barsotti, who responded.

6. PUBLIC COMMENTS

No public comment received.

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Mayor Susan Rohan recused herself from item 7.5 as she is a member of a non-profit board within the PBID area.

Motion by Scott Alvord, seconded by John Allard, to remove item 7.18 from the Consent Calendar to be discussed separately and approve the remaining items as recommended. The Motion Passed.

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

Absent: Gore

Minutes

7.1. Minutes of Prior Meetings

Memo from City Clerk Sonia Orozco recommending City Council approve the September 19, 2018, October 3, 2018 and October 17, 2018 City Council meeting minutes.

CC #: 9597

File #: 0102-03

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

Bids / Purchases / Services

7.2. Electric Service Center Flooring Replacement - Service Agreement

Memo from Administrative Assistant Lori Hogan and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-440 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SHAW INDUSTRIES, INC. DBA SHAW INTEGRATED SOLUTIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1908203). The service agreement with Shaw Industries, Inc. dba Shaw Integrated Solutions utilizing National Joint Powers Association/Sourcwell approved contract, #121715 is for the purchase and installation of carpeting at the Roseville Electric Service Center. The total cost of the service agreement is \$109,929.59. Funding for this project is included in the Electric Rehabilitation Fund FY2018-19 budget.

CC #: 9595

File #: 0203-07

CONTACT: Lori Hogan 916-774-5707 lhogan@roseville.ca.us

7.3. Vehicle & Equipment Purchases

Memo from Fleet Manager Brian Craighead and Public Works Director Rhon Herndon recommending Council approve a purchase order to Holt of California for one Caterpillar 430F2 backhoe loader utilizing Sourcewell contract #032515-CAT in the amount of \$144,407.60; and approve a purchase order to Oroville Ford, Inc. for one Ford F350 utility body truck utilizing RFQ 10-3188 in the amount of \$51,769.80. Funding for these vehicles is included in the FY2018-19 Auto Replacement Budget.

CC #: 9605

File #: 0203-01

CONTACT: Brian Craighead 916-774-5731 bcraighead@roseville.ca.us

7.4. Power Plant Maintenance, Repair and Testing - Service Agreement Amendment

Memo from Power Plant Engineer Nathan Ribordy and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 18-458 APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND PERFORMANCE MECHANICAL, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1705266). Performance Mechanical, Inc. provides support maintenance, repair, and testing activities at City owned power plants. Total cost of the amendment is for \$1,500,000.00, bringing the total service agreement from \$2,500,000.00 to \$4,000,000.00. Funding is available in the Electric Operating and Capital Improvement Project budgets for FY2018-19.

CC #: 9622

File #: 0203-07

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

Resolutions

7.5. Downtown Roseville Property and Business Improvement District: Set Public Hearing/Issue Ballots

Memo from Economic Development Analyst Wayne Wiley and Economic Development Director Laura Matteoli recommending Council adopt RESOLUTION NO. 18-450 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE DECLARING ITS INTENTION TO RENEW THE DOWNTOWN ROSEVILLE PROPERTY AND BUSINESS IMPROVEMENT DISTRICT. Staff requests that the City Council adopt a resolution declaring the City's intention to renew the Downtown Roseville Property and Business Improvement District (DRPBID) and provide direction to the City Manager to vote in support of the DRPBID. After adoption of a resolution of intention, ballots will be mailed to all persons who own real property subject to the proposed DRPBID assessment. On

January 9th, staff will return to the City Council so Council can hold a public hearing, count the ballots and, if approved by a weighted majority of the property owners, adopt a resolution forming the DRPBID. If the DRPBID is formed, the total annual assessment on City-owned parcels will be \$67,025.72. As noted in the Plan, the assessment may be subject to an annual increase of up to three percent (3%).

CC #: 9609

File #: 0206-10-01

CONTACT: Wayne Wiley 916-774-5283 wwiley@roseville.ca.us

Mayor Rohan recused herself on this item due to potential conflict of interest.

7.6. Fiddymment Ranch Phase 2 & 3 Offsite Trunk Sewer - Certificate of Completion

Memo from Construction Inspector Ignacio Vizcarra and Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 14-434 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Fiddymment Ranch Phase 2 & 3 Offsite Trunk Sewer PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City Specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 9589

File #: 0400-04-09-1

CONTACT: Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

7.7. Fiddymment Ranch Phase 2 Crawford Parkway - Certificate of Completion

Memo from Construction Inspector Ignacio Vizcarra and Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-435 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Fiddymment Ranch Phase 2 Crawford Parkway PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City Specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 9590

File #: 0400-04-09-1

CONTACT: Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

7.8. Fiddymment Ranch Phase 2 Village F-8C - Certificate of Completion

Memo from Construction Inspector Ignacio Vizcarra and Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-436 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Fiddymment Ranch Phase 2 Village F-8C PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project known as Fiddymment Ranch Phase 2 Village F-8C, and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 9591

File #: 0400-04-09-1

CONTACT: Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

7.9. Fiddymment Ranch Phase 2 Village F-8D - Certificate of Completion

Memo from Construction Inspector Ignacio Vizcarra and Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-437 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Fiddymment Ranch Phase 2 Village F-8D PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project known as Fiddymment Ranch Phase 2 Village F-8D and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 9592

File #: 0400-04-09-1

CONTACT: Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

7.10. Fiddymment Ranch Phase 2 Village F-9C - Certificate of Completion

Memo from Construction Inspector Ignacio Vizcarra and Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-438 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Fiddymment Ranch Phase 2 Village F-9C PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final

inspection of the project known as Fiddymment Ranch Phase 2 Village F-9C and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 9593

File #: 0400-04-09-1

CONTACT: Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

7.11.Fiddymment Ranch Phase 2 Village F-9D - Certificate of Completion

Memo from Construction Inspector Ignacio Vizcarra and Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-439 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Fiddymment Ranch Phase 2 Village F-9D PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project known as Fiddymment Ranch Phase 2 Village F-9D and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 9594

File #: 0400-04-09-1

CONTACT: Ignacio Vizcarra 916-774-5578 ivizcarra@roseville.ca.us

7.12.Westpark Phase 4 Village W-18D - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-448 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND MERITAGE HOMES OF CALIFORNIA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 92 residential lots and 3 open space lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 9607

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

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

7.13.Electric Dispatch Center Redesign - Professional Design Services Agreement

Memo from Electric Operations Manager Jason Grace and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 18-451 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ROBERT E. LAMB, INC.,

AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Robert E. Lamb, Inc. will provide professional engineering and architectural design and consultation services to Roseville Electric for the Dispatch Center Capital Improvement Project. Total cost will not exceed \$58,000.00 and funds are available in the Electric Capital Improvement Program budget for FY 2018-19.

CC #: 9610

File #: 0900-03

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

7.14.Fiddymment Ranch Phase 2 & 3 Offsite Trunk Sewer - Air Pump Sump Pump - Deferred Improvement Agreement

Memo from Senior Engineer Jose Lopez and Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-433 APPROVING A DEFERRED IMPROVEMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ATC REALTY ONE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of a deferred improvement agreement between the City and ATC Realty One, LLC for Fiddymment Ranch – Phase 2 & 3 Offsite Trunk Sewer – Air Pump Sump Pump with a security in the amount of \$107,250.00. The deferred improvement agreement ensures required public infrastructure is constructed in the future at the developer's expense and requires a security to be posted in an amount of 150% of the cost of the improvement. There is no impact to the General Fund as a result of this action.

CC #: 9588

File #: 1007

CONTACT: Jose Lopez 916-774-5444 jlopez@roseville.ca.us

7.15.Pleasant Grove Wastewater Treatment Plant Expansion & Energy Recovery Projects - Adopt the Addendum to the California Environmental Quality Act - Plus Initial Study/Mitigated Negative Declaration, Approve the Revised Mitigation, Monitoring and Reporting Program

Memo from Principal Engineer George Hanson and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-457 ADOPTING THE ADDENDUM TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PLUS INITIAL STUDY/MITIGATED NEGATIVE DECLARATION, APPROVING THE REVISED MITIGATION MONITORING AND REPORTING PLAN, AND APPROVING THE PLEASANT GROVE WASTEWATER TREATMENT PLANT EXPANSION & ENERGY RECOVERY PROJECTS AS DESCRIBED IN THE ADDENDUM. This item requests the adoption of a California Environmental Quality Act (CEQA) Addendum to the Pleasant Grove Wastewater Treatment Plant Expansion and Energy Recovery Project CEQA-Plus Initial Study/Mitigated Negative Declaration, approval of the revised Mitigation Monitoring and Reporting Program, and approval of the project as described in the Addendum. These actions are necessary to fulfill the Environmental Package Requirements of the Clean Water State Revolving Fund

Loan Application for the subject project and do not impose any additional fiscal impact to the City.

CC #: 9621

File #: 0400-06-02 & 0900-02-02-2

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

7.16. South Placer Wastewater Authority Systems Evaluation - Professional Services Agreement

Memo from Senior Engineer Todd Jordan and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 18-442 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WOODARD & CURRAN, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of a professional services agreement with Woodard & Curran for the South Placer Wastewater Authority Systems Evaluation to identify projected system flows and to serve as a long-term planning tool for identifying and implementing necessary capital improvement projects. The total cost of the agreement will not exceed \$366,586.00. Funding for the Systems Evaluation will come from the South Placer Wastewater Authority Rate Stabilization Fund and was approved by the South Placer Wastewater Authority Board.

CC #: 9600

File #: 0800-02

CONTACT: Todd Jordan 916-746-1829 tjordan@roseville.ca.us

7.17. General Fund Reserves Policy Amendment

Memo from Finance Director Dennis Kauffman recommending Council adopt RESOLUTION NO. 18-449 APPROVING THE AMENDED CITY OF ROSEVILLE GENERAL FUND RESERVES POLICY, EFFECTIVE OCTOBER 18, 2018. The financial policy recommended for adoption includes the General Fund Emergency Reserve, General Fund Stabilization Reserve and Litigation Reserve. Approval of the policy will provide stability to services provided by the General Fund.

CC #: 9608

File #: 0200

CONTACT: Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

7.18. Sierra Vista Community Facilities District No. 2 (Public Service) - Resolution of Formation and Resolution to Annex Territory and Community Facilities District No. 3 (Municipal Services) - Annexation No. 20 (Villages at Sierra Vista)

Memo from Administrative Analyst Jeannine Thrash and Finance Director Dennis Kauffman recommending Council adopt RESOLUTION NO. 18-453 A RESOLUTION OF INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN CITY OF ROSEVILLE Community Facilities District No. 3

(Municipal Services) Annexation No. 20 (Villages at Sierra Vista); and adopt RESOLUTION NO. 18-454 A RESOLUTION OF INTENTION TO FORM SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES) AND FUTURE ANNEXATION AREA. It is also recommended that Council set Wednesday, December 19, 2018, at 7:00 pm in the Roseville City Council Chambers at 311 Vernon Street, Roseville, California as the time and place to conduct a public hearing on the formation and annexation. The Public Services Community Facilities District (CFD) will generate special taxes that will be paid by the property owners sufficient to pay the costs for the maintenance as allowed per the List of Authorized Services. The special taxes will allow for an annual escalation factor, not to exceed 4%. The formation and administration of the CFD will not impact the City's General Fund. The annexation into Community Facilities District No. 3 (Municipal Services) helps offset the property's impact on City general fund resources available to pay for municipal services and therefore will not negatively impact the General Fund.

CC #: 9612

File #: 0206-03-01

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us

Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Finance Director Dennis Kauffman made the presentation to Council.

No public comment received.

Motion by Tim Herman, seconded by John Allard, to adopt RESOLUTION NO. 18-453 A RESOLUTION OF INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN CITY OF ROSEVILLE Community Facilities District No. 3 (Municipal Services) Annexation No. 20 (Villages at Sierra Vista); and adopt RESOLUTION NO. 18-454 A RESOLUTION OF INTENTION TO FORM SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES) AND FUTURE ANNEXATION AREA. The Motion Passed.

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

Absent: Gore

7.19. HOUSING SUCCESSOR - Fiscal Year 2017-18 Senate Bill 341 Annual Report of the Low and Moderate Income Housing Fund

Memo from Administrative Analyst Melissa Hagan and Economic Development Director Laura Matteoli recommending Council adopt RESOLUTION NO. 18-452 APPROVING THE ANNUAL REPORT FOR THE LOW AND MODERATE INCOME HOUSING ASSET FUND FOR FISCAL YEAR 2017-18. This item will complete the Fiscal Year FY2017-18 Senate Bill (SB) 341 Annual Report for the City, acting as the Housing Successor to the former Redevelopment Agency for the City of Roseville, in accordance with State Law. This report includes information related to the deposits and expenditures of the Low and Moderate

Income Housing Fund, the total assets, including receivables and land, and the number of deed-restricted rental housing units, including the percentage that are restricted for seniors. Preparation and submittal of the Housing Successor's SB 341 Annual Report has no impact on the City's General Fund.

CC #: 9611

File #: 0709-01

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

7.20. Print Management Leasing Agreement and Budget Adjustments

Memo from Information Technology Client Services Supervisor Traci Bringgold and Chief Information Officer Hong Sae recommending Council adopt RESOLUTION NO. 18-447 APPROVING LEASE AGREEMENTS BETWEEN THE CITY OF ROSEVILLE AND DE LAGE LANDEN FINANCIAL SERVICES, INC. DBA DLL FINANCIAL SOLUTIONS PARTNERS AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE, and adopt ORDINANCE NUMBER 6022 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE; and adopt ORDINANCE NO. 6023 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Council approved a service agreement with J.R.R. Enterprises, Inc. dba Caltronics Business Systems on August 1, 2018 to provide copier lease and printing services for all City departments. As part of the service agreement, the City is required to execute leases with a third party to actually receive the multi-functional printers (MFPs). There is no fiscal impact as a result of the signed lease agreement. Funding was included in the original service agreement. The budget adjustments will allocate funds from the Electric Department and the Environmental Utilities Department to purchase 10 Konica Minolta MFPs for Electric and 15 Konica Minolta MFPs for Environmental Utilities.

CC #: 9606

File #: 0203-04 & 0201-01

CONTACT: Traci Bringgold 916-774-5159 tbringgold@roseville.ca.us

7.21. Johnson Pool Accessibility Improvements Project - Contract Award

Memo from Park Development Analyst Rjahja Canlas and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 18-456 APPROVING AN AGREEMENT BY AND BETWEEN HA CONSTRUCTION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This project will construct an off-street accessible parking stall at Johnson Pool. Several additive alternatives are included in the project. These alternatives include accessibility improvements to 1) access ramp and stairs, 2) outdoor shower, 3) drinking fountain, 4) break-room sink, and 5) sidewalk, curb, and gutter. Staff recommends award of the base bid and all additive alternatives in the amount of \$92,000.00 to HA

Construction. Funding for the project was approved in FY2016-17 using grant funds from the Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG). Ongoing maintenance costs are funded through the Parks, Recreation & Libraries operating budget. There will be no additional maintenance costs as a result of this project.

CC #: 9620

File #: 0707

CONTACT: Rjahja Canlas 916-774-5342 rcanlas@roseville.ca.us

7.22. Street Closure Request - 57th Annual Sylvia Besana Holiday Parade

Memo from Recreation Superintendent Jeff Nereson and Park, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 18-443 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND DOWNTOWN ROSEVILLE MERCHANTS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval for the street closures that include S. Grant Street between Oak Street and Atlantic Street, Vernon Street between 6th Street and Lincoln Street, Folsom Road between Vernon Street and Roseville Square Shopping Center and Pratt Street between Vernon Street and Oak Street on Saturday, November 17, 2018, 7:00 a.m. – 12:30 p.m. for the 57th Annual Sylvia Besana Holiday Parade. All direct costs associated with this event for City services will be reimbursed by the applicant.

CC #: 9601

File #: 0109-02

CONTACT: Jeff Nereson 916-774-5974 jnereson@roseville.ca.us

7.23. Street Closure Request - Christmas Tree Installation

Memo from Recreation Superintendent Jeff Nereson and Park, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 18-444 OF THE COUNCIL OF THE CITY OF ROSEVILLE APPROVING THE CLOSING OF CERTAIN STREETS FOR THE INSTALLATION OF THE CITY CHRISTMAS TREE. Staff requests closure of Vernon Street from S. Grant Street to E. Washington Boulevard on Wednesday, November 14, 2018 from 7:00 a.m. – 12:00 p.m. to install the City of Roseville Christmas Tree. The budget for the purchase and installation of the tree is \$11,000.00 and is included in the approved Parks, Recreation & Libraries FY2018-19 department budget.

CC #: 9602

File #: 0109-02

CONTACT: Jeff Nereson 916-774-5974 jnereson@roseville.ca.us

7.24. Street Closure Request - Christmas Tree Lighting Event

Memo from Recreation Superintendent Jeff Nereson and Park, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 18-445 OF THE COUNCIL OF THE CITY OF ROSEVILLE APPROVING

THE CLOSING OF CERTAIN STREETS FOR THE 2018 ANNUAL CHRISTMAS TREE LIGHTING CEREMONY. Staff requests closure of Vernon Street from Taylor Street to E. Washington Boulevard and S. Grant Street from Oak Street to Atlantic Street on Thursday, November 29, 2018 from 3:00 p.m. – 10:00 p.m. for the City sponsored Christmas Tree Lighting Event. In addition, request closure of the ground floor of the parking garage at 405 Vernon Street on Wednesday, November 28th for the Tree Grove Event and/or Thursday, November 29th for Christmas Tree Lighting in the event of rain.

CC #: 9603

File #: 0109-02

CONTACT: Jeff Nereson 916-774-5974 jnereson@roseville.ca.us

7.25. Street Closure Request - Turkey Trot Fun Run

Memo from Recreation Superintendent Jeff Nereson and Park, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 18-446 OF THE COUNCIL OF THE CITY OF ROSEVILLE APPROVING THE CLOSING OF CERTAIN STREETS FOR THE TURKEY TROT FUN RUN. Staff requests street closures (as outlined in the attachments) between 5:00 a.m. – 12:00 p.m. for the 6th Annual Turkey Trot Fun Run on Thursday, November 22, 2018. Funding for this event is included in the approved Parks, Recreation & Libraries FY2018-19 budget.

CC #: 9604

File #: 0109-02

CONTACT: Jeff Nereson 916-774-5974 jnereson@roseville.ca.us

Ordinances (for introduction and first reading)

7.26. Short Term Rental Ordinance and Establishment of Fee

Memo from Economic Development Analyst Wayne Wiley and Economic Development Director Laura Matteoli recommending Council introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING CHAPTER 4.25 OF TITLE 4 OF THE ROSEVILLE MUNICIPAL CODE REGARDING SHORT TERM RENTALS AND AMENDING SECTION 2.26.020 OF CHAPTER 2.26 OF TITLE 2 OF THE ROSEVILLE MUNICIPAL CODE REGARDING THE BOARD OF APPEALS; and adopt RESOLUTION NO. 18-455 ADOPTING SHORT TERM RENTAL PERMIT FEES AND INCORPORATING THE FEES INTO THE SCHEDULE OF USER AND REGULATORY FEES. This ordinance will amend the Roseville Municipal Code to add regulations and operating standards related to Short Term Rentals. The ordinance amendment includes changes to Title 4 (Revenue and Finance) with the incorporation of Chapter 4.25 (Short Term Rentals). A permit fee will also be established to cover the cost of managing and enforcing the Short Term Rental Ordinance. Staff does not anticipate a significant fiscal impact to the General Fund.

CC #: 9613

File #: 0215

CONTACT: Wayne Wiley 916-774-5283 wwiley@roseville.ca.us

Reports / Requests

7.27. Interim City Council Appointments to Auxiliary Positions

Memo from Assistant City Clerk Audrey Byrnes and City Clerk Sonia Orozco recommending Council approve interim appointments of Councilmembers to various auxiliary positions on regional and local agencies, boards, commissions, committees, and joint power authorities. Interim appointments commence upon seating of the new City Council with permanent appointments to be made by the Mayor and City Council in February 2019, or as soon thereafter.

CC #: 9596

File #: 0102-12

CONTACT: Audrey Byrnes 916-774-5268 abyernes@roseville.ca.us

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

Ceremonial Documents

7.28. Proclamation - Bells of Peace

Proclaim November 11, 2018 at 11:00 a.m. local time as World War I Centennial Armistice Remembrance and encourage the community to toll the bells.

CC #: 9614

File #: 0102-06

CONTACT: Rosalinda Parra 916-774-5287 rparra@roseville.ca.us

7.29. Resolution of Commendation and Appreciation to Chris Gales

Chris Gales be commended for his 16 years of outstanding service and dedication to the City of Roseville and extend wishes for a long, healthy and enjoyable retirement.

CC #: 9616

File #: 0102-10

CONTACT: Lupe Nelson 916-774-5281 LNelson@roseville.ca.us

7.30. Resolution of Commendation and Appreciation to Chris Kraft

Chris Kraft be commended for his 22 years of outstanding service and dedication to the City of Roseville and extend wishes for a long, healthy, and enjoyable retirement.

CC #: 9617

File #: 0102-10

CONTACT: Lupe Nelson 916-774-5281 LNelson@roseville.ca.us

7.31. Resolution of Commendation and Appreciation to Dorothy Mason

Dorothy Mason be commended for her 17 years of outstanding service and dedication to the City of Roseville and extend wishes for a long, healthy and

enjoyable retirement.

CC #:

File #: 0102-10

CONTACT: Lupe Nelson 916-774-5281 LNelson@roseville.ca.us

7.32. Resolution of Commendation and Appreciation to Alexa Pritchard

Alexa Pritchard be commended for her 20 years of outstanding service and dedication to the City of Roseville and extend wishes for a long, healthy and enjoyable retirement.

CC #: 9615

File #: 0102-10

CONTACT: Ellen Worland 916-774-5131 EWorland@roseville.ca.us

7.33. Resolution of Commendation and Appreciation to Roni Garrison

Roni Garrison be commended for her 20 years of outstanding service and dedication to the City of Roseville and extend wisher for a long, healthy and enjoyable retirement.

CC #: 9618

File #: 0102-10

CONTACT: Ellen Worland 916-774-5131 eworland@roseville.ca.us

END OF CONSENT CALENDAR

8. RESOLUTIONS

8.1. Park Name Recommendations

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 18-441 APPROVING PARK NAME RECOMMENDATIONS. The Subcommittee met on September 17, 2018 to review name submissions along with names on the active list from last year. The Active list contains names received the year prior that were not selected. Park identification signs for new parks will be included in the construction budgets of each park.

CC #: 9598

File #: 0704

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

Parks, Recreation & Libraries Director Dion Louthan made the presentation to Council.

Park Planning & Development Superintendent Tara Gee continued the presentation to Council.

Proposal: WB51 site named John L. Sullivan Park and F95 pocket park named Bev Bos Park.

Michael Bos - Spoke in support of park name recommendations.

Andrew Bos - Spoke in support of park name recommendations.

Motion by Tim Herman, seconded by John Allard, to adopt RESOLUTION NO. 18-441 APPROVING PARK NAME RECOMMENDATIONS. The Motion Passed.

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

Absent: Gore

8.2. Tax Share Agreement with Placer County - Amoruso Ranch Annexation

Memo from Planning Manager Greg Bitter and Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-459 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND COUNTY OF PLACER REGARDING TRANSFER OF PROPERTY TAX, AMORUSO RANCH SPECIFIC PLAN ANNEXATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. At full buildout, the proposed tax revenue sharing agreement for the Amoruso Ranch Specific Plan (ARSP) annexation will result in a positive impact on the City's General Fund. With the implementation of Community Facilities District #3, as required by the ARSP Development Agreement, there will be a net annual General Fund surplus resulting from the ARSP development.

CC #: 9623

File #: 0210-01 & 0400-09-01

CONTACT: Greg Bitter 916-774-5294 gbitter@roseville.ca.us

Development Services Director Mike Isom made the presentation to Council.

Planning Manager Greg Bitter continued the presentation to Council.

John Norman, Applicant, Brookfield Residential - spoke in support.

No additional public comment received.

Motion by Tim Herman, seconded by John Allard, to adopt RESOLUTION NO. 18-459 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND COUNTY OF PLACER REGARDING TRANSFER OF PROPERTY TAX, AMOURUSO RANCH SPECIFIC PLAN ANNEXATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Motion Passed.

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

Absent: Gore

9. SPECIAL REQUESTS/REPORTS/PRESENTATION

9.1. Request for Council Discretionary Funds

The City Council is asked to discuss and consider by motion a request for Council Discretionary Funds from the Downtown Partnership in the amount of \$2,000.00 to host the 57th Annual Sylvia Besana Holiday Parade.

The current balance in the Council's Discretionary Funds for FY2018-19 is \$29,909.62. There is no fiscal impact to the City's general fund.

CC #: 9626

File #: 0102

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

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

Mayor Susan Rohan addressed Council and reported the City received a discretionary request regarding the 57th Annual Sylvia Besana Holiday Parade.

Stephanie Hill, representing the Downtown Partnership, addressed the Council and spoke in support.

Motion by Tim Herman, seconded by John Allard, to approve award of Council Discretionary Funds in the amount of \$2,000.00 to Downtown Partnership to host the 57th Annual Sylvia Besana Holiday Parade. The Motion Passed.

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

Absent: Gore

10. PUBLIC HEARING

10.1. NRSP PCL DC-30 and DC-33 - Diamond Creek Residential

Memo from Associate Planner Lauren Hocker and Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-461 AMENDING THE GENERAL PLAN TO CHANGE THE TEXT WITHIN THE LAND USE ELEMENT; and adopt RESOLUTION NO. 18-462 AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATIONS ON CERTAIN PROPERTY IN THE CITY OF ROSEVILLE; and adopt ORDINANCE 6021 OF THE COUNCIL OF THE CITY OF ROSEVILLE REZONING CERTAIN REAL PROPERTY LOCATED WITHIN THE NORTH ROSEVILLE SPECIFIC PLAN; and adopt RESOLUTION NO. 18-463 AMENDING THE TEXT OF THE NORTH ROSEVILLE SPECIFIC PLAN FOR THE DIAMOND CREEK RESIDENTIAL PROJECT; and adopt RESOLUTION NO. 18-464 APPROVING A FEE MITIGATION AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND BBC DIAMOND CREEK, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT

ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 18-465 DENYING THE APPEAL FROM THE SEPTEMBER 13, 2018 APPROVALS BY THE PLANNING COMMISSION; ADOPTING THE TWO (2) FINDINGS OF FACT AND APPROVING THE MODIFICATION OF A MAJOR PROJECT PERMIT STAGE 1 AND ADOPTING THE TWO (2) FINDINGS OF FACT AND APPROVING THE MODIFICATION OF A MAJOR PROJECT PERMIT STAGE 2 SUBJECT TO FOUR (4) CONDITIONS OF APPROVAL; ADOPTING THE THREE (3) FINDINGS OF FACT AND APPROVING THE TENTATIVE SUBDIVISION MAP SUBJECT TO SEVENTY-FIVE (75) CONDITIONS OF APPROVAL; AND ADOPTING THE TWO (2) FINDINGS OF FACT AND APPROVING THE TREE PERMIT SUBJECT TO TWENTY-ONE (21) CONDITIONS OF APPROVAL or adopt RESOLUTION NO. 18-466 GRANTING THE APPEAL FROM THE SEPTEMBER 13, 2018 APPROVALS BY THE PLANNING COMMISSION OF THE MAJOR PROJECT PERMIT STAGE 1, MAJOR PROJECT PERMIT STAGE 2, AND THE TENTATIVE SUBDIVISION MAP; DENYING THE APPEAL FROM THE SEPTEMBER 13, 2018 APPROVAL BY THE PLANNING COMMISSION OF THE TREE PERMIT; ADOPTING THE TWO (2) FINDINGS OF FACT AND APPROVING THE MODIFICATION OF A MAJOR PROJECT PERMIT STAGE 1 AND ADOPTING THE TWO (2) FINDINGS OF FACT AND APPROVING THE MODIFICATION OF A MAJOR PROJECT PERMIT STAGE 2 SUBJECT TO THE ORIGINAL FOUR (4) CONDITIONS OF APPROVAL; ADOPTING THE THREE (3) FINDINGS OF FACT AND APPROVING THE TENTATIVE SUBDIVISION MAP SUBJECT TO SEVENTY-SIX (76) REVISED CONDITIONS OF APPROVAL; AND ADOPTING THE TWO (2) FINDINGS OF FACT AND APPROVING THE TREE PERMIT SUBJECT TO THE ORIGINAL TWENTY-ONE (21) CONDITIONS OF APPROVAL. The proposed project includes a General Plan Amendment, North Roseville Specific Plan (NRSP) Amendment, and Rezone of 4.4 acres from Community Commercial to High Density Residential (13 units/acre). This land use change also requires amending the text of the NRSP, to remove mention of Parcel DC-33 from sections dealing with commercial development, and make other text and table changes related to the change in residential and commercial acreage. A Modification of a Major Project Permit Stage 1 and 2 is requested to change the approved commercial site plan, reduce the approved commercial buildings from 124,188 square feet to 62,000 square feet, and review the design for a proposed 57-unit single-family subdivision. The applicant also proposes a tentative subdivision map to create one parcel to maintain the existing commercial and office uses and to create the 57 single-family lots. Finally, a Tree Permit is required to authorize the removal of up to 12 native oak trees. This action has no significant impact to the City's General Fund.

CC #: 9625

File #: 0400-04-07 & 0400-03 & 0400-08

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

Mayor Susan Rohan opened the public hearing.

Development Services Director Mike Isom made the presentation to Council.

Associate Planner Lauren Hocker made the presentation to Council.

Stephen Des Jardins - Applicant - spoke in favor.

Lori Hokerson - spoke in opposition and summarized appeal and spoke on spirit of public outreach and requested project restart for cohesiveness and harmony.

Nole Gemmell - spoke in opposition and on traffic and parking impacts.

Lori Hokerson - inquired on what desired end result is and how do citizen's fit into the proposal regarding neighborhood cohesiveness.

Suzanne Eckes - spoke in opposition and on undervaluing the natural environment and spoke on public benefit fee and summarized appeal.

Annette Seretta - spoke in opposition to project and on concerns regarding park space and flooding.

Joe Coffaro - spoke in opposition to project and on devaluing existing homes.

Amy Beazizo - spoke in opposition to project and on commercial use of the existing building.

Justin Chang - spoke in opposition and on assessment for parking in the area and inquired on community garden.

Laura Brun - spoke in opposition and on traffic study on Parkside but didn't complete one on McCloud and Skeena.

Katie Nuss - spoke in opposition and spoke in support of collaboration and granting more time before approval.

Gretchen Locke - spoke in opposition and on concerns of parking and safety.

Zach (no last name given) - spoke in opposition and on habitat of turkey and deer and on concerns on schools.

Kelly Webb - spoke in opposition and on concerns of safety and police presence in neighborhood.

Rob Beazizo - spoke in opposition and on concerns of drainage once homes are built.

Johnathan Becka - spoke in opposition and requested decision be postponed until more information can be gathered.

Mayor Susan Rohan closed public comment.

Stephen Des Jardins spoke in rebuttal and in support of project.

Mayor Susan Rohan closed the public hearing.

Mayor Susan Rohan called for a recess at 8:55 p.m..

Mayor Susan Rohan reconvened the meeting at 9:05 p.m. and Council began deliberations.

Staff responded to questions raised by public speakers.

Motion by Tim Herman, seconded by John Allard, to adopt RESOLUTION NO. 18-466 GRANTING THE APPEAL FROM THE SEPTEMBER 13, 2018 APPROVALS BY THE PLANNING COMMISSION OF THE MAJOR PROJECT PERMIT STAGE 1, MAJOR PROJECT PERMIT STAGE 2, AND THE TENTATIVE SUBDIVISION MAP; DENYING THE APPEAL FROM THE SEPTEMBER 13, 2018 APPROVAL BY THE PLANNING COMMISSION OF THE TREE PERMIT; ADOPTING THE TWO (2) FINDINGS OF FACT AND APPROVING THE MODIFICATION OF A MAJOR PROJECT PERMIT STAGE 1 AND ADOPTING THE TWO (2) FINDINGS OF FACT AND APPROVING THE MODIFICATION OF A MAJOR PROJECT PERMIT STAGE 2 SUBJECT TO THE ORIGINAL FOUR (4) CONDITIONS OF APPROVAL; ADOPTING THE THREE (3) FINDINGS OF FACT AND APPROVING THE TENTATIVE SUBDIVISION MAP SUBJECT TO SEVENTY-SIX (76) REVISED CONDITIONS OF APPROVAL; AND ADOPTING THE TWO (2) FINDINGS OF FACT AND APPROVING THE TREE PERMIT SUBJECT TO THE ORIGINAL TWENTY-ONE (21) CONDITIONS OF APPROVAL; and consider the Addendum to the North Roseville Specific Plan EIR and Diamond Creek Commercial Mitigated Negative Declaration; and adopt RESOLUTION NO. 18-461 AMENDING THE GENERAL PLAN TO CHANGE THE TEXT WITHIN THE LAND USE ELEMENT; and adopt RESOLUTION NO. 18-462 AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATIONS ON CERTAIN PROPERTY IN THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 18-463 AMENDING THE TEXT OF THE NORTH ROSEVILLE SPECIFIC PLAN FOR THE DIAMOND CREEK RESIDENTIAL PROJECT; and adopt RESOLUTION NO. 18-464 APPROVING A FEE MITIGATION AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND BBC DIAMOND CREEK, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; adopt the two (2) findings of fact and introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE REZONING CERTAIN REAL PROPERTY LOCATED WITHIN THE NORTH ROSEVILLE SPECIFIC PLAN. The Motion Passed.

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

Absent: Gore

10.2.North Central Roseville Specific Plan Amendment - Parcel 35 (Galleria)

Memo from Associate Planner Lauren Hocker and Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-460 AMENDING THE TEXT OF THE NORTH CENTRAL ROSEVILLE SPECIFIC PLAN FOR PARCEL 35. The proposed project is a request for a text-only

Specific Plan Amendment of the North Central Roseville Specific Plan in order to allow a broader array and mix of uses in the Regional Commercial land use category, as it pertains to the regional mall. The existing use list focuses on typical retail uses, and the definition will be expanded to include some commercial and professional uses, such as offices, entertainment, and manufacturer direct-to-consumer auto sales. The project does not include changes to the land use plan or areas of permitted development. As part of the update to the use list, the overall section will also be updated, as it currently contains outdated information. This action has no significant impacts to the City's General Fund.

CC #: 9624

File #: 0400-04-04

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

Mayor Susan Rohan opened the public hearing.

Planning Manager Greg Bitter made the presentation to Council.

Associate Planner Lauren Hocker continued the presentation to Council.

No public comment received.

Mayor Susan Rohan closed the public hearing.

Motion by Tim Herman, seconded by Susan Rohan, to adopt RESOLUTION NO. 18-460 AMENDING THE TEXT OF THE NORTH CENTRAL ROSEVILLE SPECIFIC PLAN FOR PARCEL 35. The Motion Passed.

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

Absent: Gore

11. COUNCIL / STAFF / REPORTS/ COMMENTS

2018 Election Results - City Clerk Sonia Orozco announced preliminary results.

Synagogue and Church Violence - Councilmember Tim Herman spoke to safety in the community and requested people be kind to each other.

Congratulations to Newly Elected and Passage of Measure B - Councilmember John Allard and Mayor Susan Rohan congratulated Krista Bernasconi and Pauline Roccucci and spoke on passage of Measure B.

Tree Planting Event - Councilmember Scott Alvord spoke on tree planting event.

RPAL Tech Teens Event - Councilmember Scott Alvord spoke on event.

Family Fun Night - Councilmember Scott Alvord spoke on event.

12. ADJOURNMENT

Motion by Tim Herman, seconded by Scott Alvord, to adjourn the meeting at 9:40 p.m. The Motion Passed.

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

Absent: Gore

Susan Rohan, Mayor

Sonia Orozco, City Clerk



MINUTES

November 28, 2018

CITY COUNCIL CLOSED SESSION

6:00 p.m.

CITY COUNCIL MEETING

7:00 p.m.

Council Chambers

311 Vernon Street, Roseville, California

www.roseville.ca.us

CLOSED SESSION

6:00 p.m.

Conference with Labor Negotiators

Pursuant to California Government Code Section 54957.6

Agency designated representative: Stacey Peterson

Employee Organizations: Roseville Police Officers Association; Roseville Police Association; IBEW, Local 1245; Stationary Engineers, Local 39; Roseville Firefighters, Local 1592; and Management/Confidential Employees, unrepresented employees.

CONTACT: Stacey Peterson 916-774-5374 slpeterson@roseville.ca.us

No public comment received.

Closed Session Disclosure: City Attorney Robert Schmitt stated no reportable action was taken during Closed Session.

1. CALL TO ORDER

Vice Mayor Bonnie Gore called the November 28, 2018 City Council meeting to order at 7:00 p.m.

2. ROLL CALL

Present: Gore, Alvord, Herman, Allard
Absent: Rohan

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Cub Scout Jack McAvoy of Cub Scout Pack 1592.

4. MEETING PROCEDURES

City Clerk Sonia Orozco announced the procedures for addressing Council.

5. PUBLIC COMMENTS

No public comment received.

6. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Motion by Tim Herman, seconded by John Allard, to remove item 6.16 from the Consent Calendar to be discussed separately and that the remaining items be approved as recommended. The Motion Passed.

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

Absent: Rohan

Bids / Purchases / Services

6.1. Utility Exploration Center Tenant Improvement (RFQ 10-3181) – Reject All Bids

Memo from Buyer Tiffany Valdez and Finance Director Dennis Kauffman recommending Council adopt RESOLUTION NO. 18-473 REJECTING ALL BIDS FOR UTILITY EXPLORATION CENTER TENANT IMPROVEMENT PROJECT. Staff recommends that all bids received for RFQ 10-3181 for the Utility Exploration Center (UEC) Tenant Improvement project be rejected because all of the bids are over the UEC's available budget. The UEC has a need to remodel the former community cable studio at the Mahany Library to accommodate the UEC staff and the division's outreach materials. There is no fiscal impact at this time, since there will be no contract award.

CC #: 9634

File #: 0203-21

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

6.2. Data Cabling and Low Voltage - Service Agreement

Memo from Office Assistant Tisha Chinn and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-477 APPROVING A

SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ULTRA LINK CABLING SYSTEMS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1904055). The service agreement with Ultra Link Cabling Systems Inc. is for Data Cabling and Low Voltage services. Total value of agreement with Ultra Link is \$100,000.00. Funding is included in the Building Maintenance, Facility Rehabilitation, and Information Technology FY2018-19 budgets. The funds will be encumbered one year at a time pending Council approval of budgets for each year. The Request for Proposals includes four one year renewals and staff requests authorization to continue utilizing each contract without further Council approvals until the contract expires, or until City staff determines that continuing with the same vendor is not in the City's best interest, including authorization for the City Manager to sign optional renewal agreements pending Council approval of budgets for that year.

CC #: 9642

File #: 0203-07-03

CONTACT: Tisha Chinn 916-774-5702 tchinn@roseville.ca.us

6.3. Power Plant Rental Equipment- Multi Year Service Agreement

Memo from Power Generator Superintendent Matthew Garner and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 18-476 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND HERC RENTALS INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1909021). This item requests execution of a service agreement with HERC Rentals Inc. to provide rental equipment for the City's two power plants. The total cost of services will not exceed \$210,000.00 over a three year period. Approximate spending of up to \$70,000.00 for the first year is available in the FY2018-19 Electric budget. Future year spending of approximately \$70,000.00 per year is subject to approval of future year budgets.

CC #: 9640

File #: 0203-07

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

6.4. Downtown Library Men's Restroom Rehabilitation - Service Agreement

Memo from Administrative Assistant Lori Hogan and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-468 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND KYA SERVICES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1908212). The service agreement with KYA Services, LLC., utilizing Wiseburn Unified School District approved contract piggyback, is for the purchase and installation of epoxy coating in the Downtown Library Men's restroom. The total cost of the service agreement is \$23,033.49. Funding for this project is included in the Facility Rehab FY2018-19 budget.

CC #: 9629

File #: 0716-01

CONTACT: Lori Hogan 916-774-5707 lhogan@roseville.ca.us

Resolutions

6.5. Miner's Ravine Bike Trail Creek Bank Erosion Repair - Notice of Completion

Memo from Assistant Engineer Cathy Gosalvez and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-469 ACCEPTING THE PUBLIC WORK KNOWN AS THE MINER'S RAVINE BIKE TRAIL CREEK BANK EROSION REPAIR PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends that City Council accept the Miner's Ravine Bike Trail Creek Bank Erosion Repair project as complete and authorize the Public Works Director to execute the Notice of Completion. The project restored the creek bank by replacing approximately 65 cubic yards of rock filled gabion baskets and 35 cubic yards of rock slope protection that had been washed away over the years. The \$181,730.98 project is funded with local transportation funds. No General Funds were used for this project.

CC #: 9630

File #: 0721-05

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

6.6. Westbrook Phase 2 Reimbursement Agreement

Memo from Senior Engineer Guy Howes and Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-474 APPROVING A CITY/DEVELOPER REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTPARK S.V. 400, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of a reimbursement agreement between the City and Westpark S.V. 400, LLC in the amount of \$99,925.25 for public improvements within Pleasant Grove Boulevard in Westbrook Phase 2. The source of funding for the reimbursement agreement is the Traffic Mitigation Fund, which is funded through traffic impact fees paid at the time of building permit issuance for the purpose of constructing public roadway improvements. No General Fund monies are involved with this request.

CC #: 9635

File #: 1008 & 0400-04-09-1

CONTACT: Guy Howes 916-774-5339 ghowes@roseville.ca.us

6.7. The Ranch at Sierra Vista Community Facilities District No. 1 (Public Facilities) - Resolution of Intention to Form and Resolution of Intention to Incur Bonded Indebtedness

Memo from Administrative Analyst Jeannine Thrash and Finance Director Dennis Kauffman recommending Council adopt RESOLUTION 18-471 OF INTENTION

OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE TO FORM A COMMUNITY FACILITIES DISTRICT AND FUTURE ANNEXATION AREA, AND LEVY A SPECIAL TAX IN THE CITY OF ROSEVILLE THE RANCH AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES) TO FINANCE PUBLIC SERVICES AND THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC FACILITIES IN AND FOR SUCH COMMUNITY FACILITIES DISTRICT; and adopt RESOLUTION NO. 18-472 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE OF INTENTION TO INCUR BONDED INDEBTEDNESS TO FINANCE THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC FACILITIES IN AND FOR THE CITY OF ROSEVILLE THE RANCH AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES); and set the public hearing for January 16, 2019. The landowner, Sierra Vista Communities, LLC., has requested the City form a Community Facilities District (CFD) under the Mello-Roos Community Facilities Act of 1982 to provide funding for certain authorized public facilities and services within the property, as detailed in the List of Authorized Facilities and Services. The CFD will generate special taxes that will be paid by the property owners sufficient to pay the costs for the debt service, CFD administration, services, and any authorized pay-as-you-go facilities. The formation and administration of the CFD will not impact the City's General Fund.

CC #: 9633

File #: 0206-03-01

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us

Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

6.8. Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities) - Resolution of Consideration to Amend the Special Tax Formula

Memo from Administrative Analyst Jeannine Thrash and Finance Director Dennis Kauffman recommending Council adopt RESOLUTION NO. 18-470 OF CONSIDERATION TO AMEND THE SPECIAL TAX FORMULA AND AUTHORIZED FACILITIES AND SERVICES OF VILLAGES AT SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), and set the public hearing for January 16, 2019. Staff requests Council approval to Amend Special Tax Formula and Authorized Facilities and Services of the Villages at Sierra Vista Community Facilities District No. 1 (Public Facilities). The amendment allows the Community Facilities District to be able to provide funding in the future for the maintenance/replacement of constructed facilities. Approval does not negatively impact the General Fund.

CC #: 9632

File #: 0206-03-01

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us

Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

6.9. Security Guard Services - Memorandum of Understanding Amendment

Memo from Development Services Director Mike Isom recommending Council adopt RESOLUTION NO. 18-467 APPROVING AMENDMENT #1, MEMORANDUM OF UNDERSTANDING BETWEEN SIERRA JOINT

COMMUNITY COLLEGE DISTRICT AND CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. In September 2017, the City and Sierra Joint Community College District executed a Memorandum of Understanding (MOU) concerning cost-sharing for security guard services at the 316 Vernon building. Sierra College has requested an amendment to the MOU to allow a radio antenna to be installed on the City's rooftop antennae array at 316 Vernon. Installation of the antenna is necessary for Sierra College to improve radio coverage with its security services on the main Rocklin campus. In consideration of Sierra College's existing lease payments, no additional rent is proposed by staff. Sierra College is responsible for all costs associated with installation; no fiscal impact to the City will result.

CC #: 9627

File #: 0203-14

CONTACT: Mike Isom 916-774-5527 misom@roseville.ca.us

6.10. Career Development and Succession Planning Training Program - Professional Services Agreement

Memo from Assistant City Manager Kevin Payne and City Manager Dominick Casey recommending Council adopt RESOLUTION NO. 18-478 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MUNICIPAL RESOURCE GROUP, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The purpose of this request is to initiate an on-going staff training program for new and existing employees. The total costs for these services is \$47,795.00. The City Manager's FY2018-19 budget identified this expense as part of the budget process and full funding is available through the remainder of this fiscal year.

CC #: 9648

File #: 0600-05

CONTACT: Kevin Payne 916 774-5256 kpayne@roseville.ca.us

6.11. Workers' Compensation Coverage for Volunteers

Memo from Risk Manager David Rawe and Human Resources Director Stacey Peterson recommending Council adopt RESOLUTION NO. 18-475 APPROVING WORKERS' COMPENSATION COVERAGE FOR VOLUNTEER PERSONNEL. Staff recommends Council approve a request to provide workers' compensation coverage for direct service volunteers. A conservative estimate is that claims cost should not exceed \$10,000.00. All costs would be absorbed in the Workers' Compensation Fund and fiscal impact is expected to be minimal.

CC #: 9636

File #: 0600

CONTACT: Dave Rawe 916-774-5207 drawe@roseville.ca.us

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

6.12.316 Vernon Retail Space Broker Commission - Budget Adjustment

Memo from Development Services Director Mike Isom recommending Council adopt ORDINANCE NO. 6024 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests approval of a budget adjustment of \$19,000.00 from the Strategic Improvement Fund to pay the remaining balance due to CBRE, Inc. for broker commission fees associated with the 316 Vernon Office Building retail lease. Half of the commission was due upon lease execution; the remaining half is due upon tenant occupancy. Occupancy is expected in December 2018. No General Fund monies are involved with this request.

CC #: 9628

File #: 0201-01 & 1000

CONTACT: Mike Isom 916-774-5527 misom@roseville.ca.us

6.13.Affordable Housing Fund, Resale Purchasing Program - Budget Adjustment

Memo from Administrative Analyst Melissa Hagan and Economic Development Director Laura Matteoli recommending Council adopt ORDINANCE NO. 6025 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item is a budget adjustment in the amount of \$200,000.00 to budget existing Affordable Housing Resale Purchasing Program loans from the Affordable Housing Fund to provide affordable purchase opportunities in Roseville through silent second loans. This item does not impact the General Fund.

CC #: 9629

File #: 0201-01 & 0709-03

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

6.14.Staffing Allocations and Salary Schedule Changes

Memo from Human Resources Director Satchwell recommending Council adopt ORDINANCE NO. 6027 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5993, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY THE INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39, AS AMENDED BY APPENDIX "N" TO BE EFFECTIVE DECEMBER 8, 2018, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 6028 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6006, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES, AS AMENDED BY APPENDIX "W" TO BE EFFECTIVE DECEMBER 8, 2018, AS AN URGENCY MEASURE. Staff requests approval of changes to the Management A & B and Local 39 A & B salary schedules and approve the addition of six (6) new allocations, and the deletion of five (5) allocations on the citywide allocation schedule, and associated allocation schedules. Staff has also

completed job analysis work and is recommending that City Council approve the addition of an Economic Development Supervisor and the deletion of Economic Development Manager on the Management A & B salary schedules, and the addition of Youth Development Program Coordinator on the Local 39 A & B salary schedules. The total impact to the General Fund is a cost savings of \$268,497.00. All costs have been included within the FY2018-19 budgets.

CC #: 9647

File #: 0600-01

CONTACT: Gayle Satchwell 916-774-1165 gsatchwell@roseville.ca.us

Ordinances (for second reading and adoption)

6.15. Second Reading - Diamond Creek Residential Rezone

ORDINANCE NO. 6021 OF THE COUNCIL OF THE CITY OF ROSEVILLE REZONING CERTAIN REAL PROPERTY LOCATED WITHIN THE NORTH ROSEVILLE SPECIFIC PLAN, for second reading and introduction.

CC #: 9652

File #: 0400-04-07-02

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

6.16. Second Reading - Short Term Rental

ORDINANCE NO. 6029 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING CHAPTER 4.25 OF TITLE 4 OF THE ROSEVILLE MUNICIPAL CODE REGARDING SHORT TERM RENTALS AND AMENDING SECTION 2.26.020 OF CHAPTER 2.26 OF TITLE 2 OF THE ROSEVILLE MUNICIPAL CODE REGARDING THE BOARD OF APPEALS, for second reading and adoption.

CC #: 9649

File #: 0215

CONTACT: Wayne Wiley 916-774-5283 wwiley@roseville.ca.us

Economic Development Analyst Wayne Wiley made the presentation to Council.

Doug McDougall - spoke in opposition to 182 day AirBNB rental restrictions.

Deputy City Attorney Joe Speaker responded to questions.

Motion by Tim Herman, seconded by John Allard, to adopt ORDINANCE NO. 6029 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING CHAPTER 4.25 OF TITLE 4 OF THE ROSEVILLE MUNICIPAL CODE REGARDING SHORT TERM RENTALS AND AMENDING SECTION 2.26.020 OF CHAPTER 2.26 OF TITLE 2 OF THE ROSEVILLE

MUNICIPAL CODE REGARDING THE BOARD OF APPEALS. The

Motion Passed. Roll call vote: Ayes: Allard, Alvord, Gore, Herman

Absent: Rohan

Ceremonial Documents

6.17. Resolution of Commendation to Debbie Dion

Debbie Dion be commended for 30 years of outstanding service and dedication to the City of Roseville and wished a long, healthy, and enjoyable retirement.

CC #: 9638

File #: 0102-10

CONTACT: Jason Shykowski 916-774-5348 jshykowski@roseville.ca.us

6.18. Resolution of Commendation to Rhon Herndon

Rhon Herndon be commended for 29 years of outstanding service and dedication to the City of Roseville and wished a long, healthy, and enjoyable retirement.

CC #: 9637

File #: 0102-10

CONTACT: Jason Shykowski 916-774-5348 jshykowski@roseville.ca.us

6.19. Resolution of Commendation to Sue Schooley

Sue Schooley be commended for 27 years of outstanding service and dedication to the City of Roseville and wished a long, healthy, and enjoyable retirement.

CC #: 9639

File #: 0102-10

CONTACT: Mike Dour 916-746-1304 mdour@roseville.ca.us

6.20. Resolution of Commendation to Kevin Wallace

Kevin Wallace be commended for 16 years of outstanding service and dedication to the City of Roseville and wished a long, healthy, and enjoyable retirement.

CC #: 9641

File #: 0102-10

CONTACT: Ellen Worland 916-774-5151 eworland@roseville.ca.us

7. RESOLUTIONS

7.1. SECAT Grant Authorization for Transit Fleet Replacement

Memo from Administrative Analyst Alison Winter and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 18-479 AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION TO THE SACRAMENTO METROPOLITAN AIR QUALITY MANAGEMENT

DISTRICT, AND TO EXECUTE ALL RELATED FORMS AND AGREEMENTS ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council authorize submittal of a Sacramento Emergency Clean Air Transportation grant application in the amount of \$400,000.00 to the Sacramento Metropolitan Air Quality Management District, and to execute all related forms and agreements. The grant would help fund the purchase of up to four zero-emission electric buses to replace up to four year-2000 commuter buses.

CC #: 9646

File #: 0214

CONTACT: Alison Winter 916-746-1316 awinter@roseville.ca.us

Alternative Transportation Manager Mike Dour made the presentation to Council.

No public comment received.

Motion by Tim Herman, seconded by Scott Alvord, to adopt RESOLUTION NO. 18-479 AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION TO THE SACRAMENTO METROPOLITAN AIR QUALITY MANAGEMENT DISTRICT, AND TO EXECUTE ALL RELATED FORMS AND AGREEMENTS ON BEHALF OF THE CITY OF ROSEVILLE. The Motion Passed.

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

Absent: Rohan

8. ORDINANCES

8.1. Passport Center Proposal and Budget Adjustment

Memo from Assistant City Clerk Audrey Byrnes and City Clerk Sonia Orozco recommending the City Council approve a proposal to open a dedicated passport processing center located at 316 Vernon Street, and adopt ORDINANCE NO. 6026 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The requested budget adjustment in the amount of \$495,000.00 would include tenant improvements, Internal Service Fund fees for Information Technology and Facility Services, data cabling, furnishings, and a construction contingency to be paid for with Strategic Improvement Funds. Construction will be completed by Rudolph and Sletten, Inc. under a current service agreement which was awarded under a competitive request for proposal (#01-001) for general construction services. The center will be located in a dedicated space which affronts Vernon Street. Annual projected revenue for the Passport Center is estimated in excess of \$735,000.00. Staffing costs for the center will be presented at a future meeting by the Human Resources Department pending concept approval.

CC #: 9644

File #: 0900 & 0201-01

CONTACT: Audrey Byrnes 916-774-5268 abyernes@roseville.ca.us

Chief Financial Officer Jay Panzica made the presentation to Council.

City Clerk Sonia Orozco continued the presentation to Council.

No public comment received.

Motion by Tim Herman, seconded by John Allard, to approve a proposal to open a dedicated passport processing center located at 316 Vernon Street, and adopt ORDINANCE NO. 6026 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Motion Passed.

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

Absent: Rohan

9. COUNCIL / STAFF / REPORTS/ COMMENTS

Veterans VFW Celebration - Councilmember Scott Alvord reported.

Expansion of City Boundary - Councilmember Scott Alvord announced LAFCO approved the annexation of Amoruso Ranch.

Annual Holiday Tree Lighting - Vice Mayor Bonnie Gore announced event scheduled on Thursday, November 29, 2018.

Condolences on the Passing of Community Volunteer Ruth Burgess - Vice Mayor Bonnie expressed sympathy to the family and spoke to Ruth's contributions to the community and the Placer County region.

10. ADJOURNMENT

Motion by Tim Herman, seconded by Bonnie Gore, to adjourn the meeting at 7:46 p.m. The Motion Passed.

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

Absent: Rohan

Bonnie Gore, Vice Mayor

Sonia Orozco, City Clerk



COUNCIL COMMUNICATION

CC #: 9676

File #: 0203-07-01

Title: Overhead Medium-Voltage Distribution Switches (RFQ 10-3191) - Purchase Orders
Contact: Babette Owens 916-774-5704 bowens@roseville.ca.us

Meeting Date: 12/19/2018

Item #: 6.2.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution to approve purchase orders to Anixter, Inc. as the only bid received in response to RFQ 10-3191.

The bid allowed for four optional renewal years at one-year intervals. Staff requests authorization to continue utilizing the remaining optional renewal years of the bid contract without further Council approvals until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Electric Department has a recurring requirement for overhead medium-voltage distribution switches for maintenance and improvement projects. Overhead switches increase reliability to City customers by sectionalizing overhead power lines. Typically in the event of a power outage, the switchgear can be reconfigured to isolate the problem area and restore power to other customers.

The bid award is based on the combined unit price of two different overhead medium-voltage distribution switches. Only one vendor, Anixter, Inc. responded.

FISCAL IMPACT

The estimated annual cost is \$40,000.00. Funding is included in the Electric Department 12kV Upgrade & Extension (CIP) FY2018-19 budget. Spending for future renewals will be contingent upon Council approval of budgets. Projected spending for the optional renewal years is as follows: FY2019-20, \$40,000.00; FY2020-21, \$40,000.00; FY2021-22, \$40,000.00; FY2022-23, \$40,000.00; FY2023-24, \$20,000.00.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

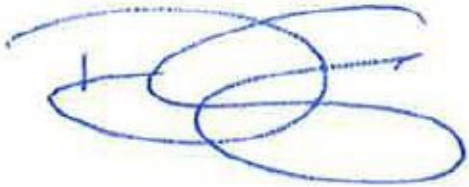
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Babette Owens, Buyer

Dennis Kauffman, Finance Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-499

RESOLUTION NO. 18-499

APPROVING A PURCHASE ORDER FOR
OVERHEAD MEDIUM-VOLTAGE DISTRIBUTION SWITCHES

WHEREAS, a purchase order for overhead medium-voltage distribution switches, between the City of Roseville and Anixter Inc., has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said purchase order is hereby approved and the City Manager or his or her designee is additionally authorized to execute four (4) optional one (1) year renewals of the purchase order, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 9679
File #: 0203-01

Title: Vehicle and Equipment Purchases
Contact: Brian Craighead 916-774-5731 bcraighead@roseville.ca.us

Meeting Date: 12/19/2018
Item #: 6.3.

RECOMMENDATION TO COUNCIL

RFQ 10-3192

Staff recommends Council approve a purchase order to Oroville Ford, Inc. for one Ford F250 utility body truck utilizing RFQ 10-3192 to replace 07-373 approved in the FY2018-19 Auto Replacement Budget. The total cost including options and sales tax is \$49,729.71

RFQ 10-3193

Staff recommends Council approve a purchase order to Future Ford, Inc. for twelve Ford F150 trucks utilizing RFQ 10-3193 to replace 07-207, 07-238, 07-212, 08-204, 08-267, 07-272, 05-252, 03-295, 04-283 and three fleet additions approved in the FY2018-19 Auto Replacement Budget. The total cost including options and sales tax is \$366,220.07.

RFQ 10-3194

Staff recommends Council approve a purchase order to John L. Sullivan Investments, Inc. dba Roseville Toyota for one Toyota Tacoma utilizing RFQ 10-3194 to replace 05-298 approved in the FY2018-19 Auto Replacement Budget. The total cost including options and sales tax is \$33,899.23.

National IPA

Staff recommends Council approve two purchase orders to Turf Star, Inc. for one Toro mower and one Toro aerator utilizing National Intergovernmental Purchasing Alliance (National IPA) contract #2017025 to replace 08-827 and 09-719 approved in the FY2018-19 Auto Replacement Budget. The total cost including options and sales tax is \$71,189.45.

BACKGROUND

RFQ 10-3192

The Public Works Traffic Signals Division is purchasing one Ford F250 utility body as a replacement for 07-373. This vehicle is used by the traffic signal maintenance workers to perform daily routines which include system maintenance, utility markings for construction, traffic control set up, equipment transfers and technician support.

A formal bid was issued with the following vendor responses:

<u>Vendor</u>	<u>Unit Price (with options)</u>
Future Ford Roseville, CA	\$63,147.04

Oroville Ford Oroville, CA	\$52,975.08
---------------------------------------	--------------------

RFQ 10-3193

The Parks Recreation & Libraries Park Operations Division is purchasing two Ford F150 trucks as a replacement for 07-207 and 07-238. These vehicles will be assigned to supervisors for routine work including site visits, hauling of equipment, delivery of materials and towing small trailers in our parks system.

The Alternative Transportation Transit Services Division is purchasing one Ford F150 as a replacement for 07-212. This vehicle is used to conduct regular maintenance of the City's 85 bus shelters. The vehicle transports equipment and supplies during routine maintenance of on-board bus equipment and bus shelter washing.

The Development Services Engineering Division is purchasing two Ford F150 trucks as a replacement for 08-204 and 08-267. These vehicles will be assigned to construction inspection staff for the inspection of City utility and roadway infrastructure generated by new development and capital improvement projects.

The Environmental Utilities Water Efficiency Division is purchasing one Ford F150 as a replacement for 07-272. This vehicle is assigned to water conservation workers for the purpose of water wise house calls, water waste investigations, customer rebates, and public outreach events.

The Environmental Utilities Solid Waste Division is purchasing two Ford F150 trucks as a replacement for 05-252 and one fleet addition. These vehicles will be assigned to supervisors who will use the vehicle daily to perform route audits, respond to field issues, perform site visits and transport crews to various locations throughout the City.

The Roseville Electric Engineering Division is purchasing two Ford F150 trucks as a replacement for 03-295 and one fleet addition. These vehicles will be assigned to engineers to inspect various engineering projects including maintenance and rehabilitation of City electric systems and capital improvement projects. The four wheel drive package allows engineering staff to traverse uneven terrain at off road sites while inspecting current and future electric engineering project sites.

The Roseville Electric Construction and Maintenance Division is purchasing one Ford F150 as a replacement for 04-283. This vehicle is used for daily field inspections, pre-construction meetings and responds to various emergencies both during and after business hours. The four wheel drive package allows staff to traverse uneven terrain at off road sites while inspecting undeveloped sites.

The Environmental Utilities Recycled Water Division is purchasing one Ford F150 as a fleet addition. This vehicle will be assigned to a Recycled Water Senior Engineering Technician who will use it daily to perform route audits, respond to field issues, perform site visits, and transport crews to various locations throughout the City.

A formal bid was issued with the following vendor responses:

<u>Vendor</u>	<u>Twelve Vehicles (with every option)</u>
Future Ford	\$548,489.28
Roseville, CA	

Reynolds Buick/GMC, Inc.	\$574,745.83
Covina, CA	

Oroville Ford	\$679,272.24
Oroville, CA	

RFQ 10-3194

The Police Department is purchasing one Toyota Tacoma as a replacement for 05-298. This vehicle is used by a unit in the Services Division to conduct various law enforcement activities including but not limited to operations and investigations.

A formal bid was issued with the following vendor response:

<u>Vendor</u>	<u>Unit Price (with options)</u>
Roseville Toyota	\$33,899.23
Roseville, CA	

National IPA

The Parks Recreation & Libraries Parks Maintenance Division is purchasing one Toro mower and one Toro aerator as replacements for 08-827 and 09-719. The mower is used to mow turf grass and sports fields in City parks. The aerator is used in City parks for the maintenance and health of turf as well as the safety of the users. Both pieces of equipment are essential tools to the field maintenance program.

Vehicle replacements are based on the Fleet Scoring System which considers factors such as age, mileage, reliability, prior maintenance and repair costs, and current condition. Below are the vehicle replacement scores. A score of 23 or more indicates the vehicle is eligible for replacement.

Vehicle ID	Replacement Score	Vehicle Condition
07-373	24	Meets City replacement criteria
07-207	26	Meets City replacement criteria
07-238	27	Meets City replacement criteria
07-212	29	Meets City replacement criteria
08-204	28	Meets City replacement criteria
08-267	28	Meets City replacement criteria
07-272	27	Meets City replacement criteria
05-252	26	Meets City replacement criteria
03-295	23	Meets City replacement criteria
04-283	29	Meets City replacement criteria
05-298	33	Meets City replacement criteria
08-827	23	Meets City replacement criteria
09-719	23	Meets City replacement criteria

FISCAL IMPACT

RFQ 10-3192

The total cost of one Ford F250 utility body truck vehicle including options and sales tax is \$49,729.71. Funding is included in the FY2018-19 Auto Replacement Budget.

RFQ 10-3193

The total cost of twelve Ford F150 trucks including options and sales tax is \$366,220.07. Funding is included in the FY2018-19 Auto Replacement Budget.

RFQ 10-3194

The total cost of one Toyota Tacoma truck including options and sales tax is \$33,899.23. Funding is included in the FY2018-19 Auto Replacement Budget.

National IPA

The total cost of one Toro mower and one Toro aerator including options and sales tax is \$71,189.45. Funding is included in the FY2018-19 Auto Replacement Budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Brian Craighead, Fleet Manager

Jason Shykowski, Acting Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 9698
File #: 0704-01

Title: Dietrich Park Play Structure Replacement - Service Agreement
Contact: Rjahja Canlas 916-774-5342 rcanlas@roseville.ca.us

Meeting Date: 12/19/2018
Item #: 6.4.

RECOMMENDATION TO COUNCIL

Adopt a resolution to approve a service agreement (S1904311) with PlayPower LT Farmington, Inc. for \$147,965.86 to remove and replace the play structure at Dietrich Park, authorize the City Manager to execute the agreement, and authorize the Parks, Recreation & Libraries or his designee to approve change order requests in the amount not to exceed 10% of the contract amount.

BACKGROUND

The play structure at Dietrich Park is more than twenty years old and has reached the end of its useful life. Staff recommends approval of service agreement number S1904311 with PlayPower LT Farmington for \$147,965.86 to remove and replace the play structure. The service agreement piggybacks Sourcwell Contract #030117-LTS formerly NJPA.

Contingency

During the course of a construction project, it is common to encounter unanticipated or changed conditions in the field that necessitate additions or other changes to the project and the contract. For this project, staff requests authorization to approve change order requests in an amount not to exceed 10% of the contract price in accordance with the terms and conditions of the contract.

FISCAL IMPACT

This project was approved in FY2017-18 using funds from the Parks, Recreation & Libraries Capital Fund (Fund 315). Ongoing maintenance costs are anticipated to stay the same and are included in the FY2018-19 Parks, Recreation & Libraries budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on Federal guidelines, there is one job created for every \$92,000 in direct government spending. Based on that guideline, this project is forecast to create one new job.

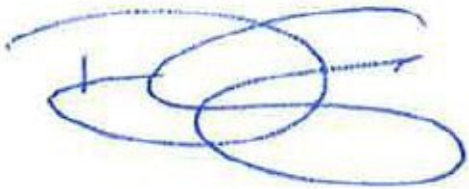
ENVIRONMENTAL REVIEW

The proposed project involves the replacement of existing structures and facilities. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15302). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Rjahja Canlas, Park Development Analyst

Dion Louthan, Parks, Recreation & Libraries Director

A handwritten signature in blue ink, consisting of several overlapping loops and a final horizontal stroke.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-511

Dietrich - S1904311

Dietrich Park_CEQA Exemption

RESOLUTION NO. 18-511

APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND
PLAYPOWER LT FARMINGTON, INC., AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (S1904311) to remove and replace the play structure at Dietrich Park, between the City of Roseville and Playpower LT Farmington, Inc., has been reviewed by the Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said service agreement is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the Parks, Recreation & Libraries Director or his designee is authorized to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed ten percent (10%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

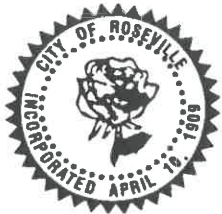
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1904311**

SERVICE LOCATION: DIETRICH PARK
1201 STONEY POINT WAY
ROSEVILLE, CA 95661

REQ. NO.: R1902355 DATE: 11/13/18

SUBMIT ALL INVOICES TO:
CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor No.: V32530
Telephone No.: 916-923-2180 Fax: 916-646-6383
Email address: glen@playgroundpros.com
Contractor: PLAYPOWER LT FARMINGTON, INC.
C/O ALL ABOUT PLAY
ATTN: GLEN WURSTER
3844 PRESIDIO STREET
SACRAMENTO, CA 95838

Department: PARK DEVELOPMENT

Acct. Code: 51007-6130/189502-45

Buyer: BECKY PHILIPP
Phone: 916-774-5724

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	FINAL PAYMENT	Approved by Risk Mgt.	RJAHJA CANLAS

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
THE VENDOR SHALL PROVIDE AND INSTALL PLAYGROUND EQUIPMENT IN ACCORDANCE WITH THE ATTACHED
PLAYPOWER LT FARMINGTON C/O ALL ABOUT PLAY QUOTATION DATED 6/11/18 UTILIZING THE SOURCEWELL FORMERLY
KNOWN AS NJPA CONTRACT 030117-LTS.

PLEASE CONTACT RJAHJA CANLAS AT (916)774-5342 FOR QUESTIONS REGARDING THIS CONTRACT.

Total Cost of Service: \$ 147,965.86

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Roseville Business License No.: _____ Contractor License No.: _____ DIR Registration No.: 1000033930

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

By: _____
Dominick Casey, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION



Notice of Exemption

To: Placer County Clerk
Recorder's Office
2954 Richardson Drive
Auburn, CA 95603

From: City of Roseville
Community Development Dept.
311 Vernon Street
Roseville, CA 95678

Project Title: 2018 Dietrich Park Play Structure Replacement Project

Project Location(s): On the south east corner of North Cirby Way and Stoney Point Way, City of Roseville, CA.

Project Description: The Parks and Recreation Department has determined the existing playground structure has reached the end of its useful life. The project involves replacement of the play structure. All work would occur within the existing playground area.

Public Agency Approving Project: Roseville City Council

Agency/Individual Carrying Out Project: City of Roseville Parks, Recreation and Libraries Department

Reason why this Project is Exempt: This project qualifies for a Class 1 Exemption as described in Section 15301 of the California Environmental Quality Act (CEQA) guidelines which states:

"Class 1 consists of the operation, repair, maintenance... or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographic features, involving negligible or no expansion of use beyond that existing at the time.... examples include but are not limited to: (d)... restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety,..."

The project involves park maintenance including replacement of an existing playground structure and would not result in expansion of use. Therefore the Class 1 Exemption is applicable to the proposed project.

Lead Agency Contact Person: Rjahja Canlas, Parks, Recreation and Libraries Department, 311 Vernon Street (774-5342).

Signature: _____


Mark J. Morse, Environmental Coordinator
City of Roseville

Date: 11-28-18



COUNCIL COMMUNICATION

CC #: 9697
File #: 0704-01

Title: Buljan Park Play Structure Replacement - Service Agreement
Contact: Rjahja Canlas 916-774-5342 rcanlas@roseville.ca.us

Meeting Date: 12/19/2018
Item #: 6.5.

RECOMMENDATION TO COUNCIL

Adopt a resolution to approve a service agreement (S1904312) with PlayPower LT Farmington C/O All About Play for \$139,946.36 to remove and replace the play structure at Buljan Park, authorize the City Manager to execute the agreement, and authorize the Parks, Recreation & Libraries Director or his designee to approve change order requests in the amount not to exceed 10% of the contract amount.

BACKGROUND

The play structure at Buljan Park is more than twenty years old and has reached the end of its useful life. Staff recommends approval of service agreement number S1904312 with PlayPower LT Farmington C/O All About Play for \$139,946.36 to remove and replace the play structure. The service agreement piggybacks Sourcewell Contract #030117-LTS formerly NJPA.

Contingency

During the course of a construction project, it is common to encounter unanticipated or changed conditions in the field that necessitate additions or other changes to the project and the contract. For this project, staff requests authorization to approve change order requests in an amount not to exceed 10% of the contract price in accordance with the terms and conditions of the contract.

FISCAL IMPACT

This project was approved in FY2017-18 using funds from the Parks, Recreation & Libraries Capital Fund (Fund 315). Ongoing maintenance costs are anticipated to stay the same and are included in the FY2018-19 Parks, Recreation & Libraries budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on Federal guidelines, there is one job created for every \$92,000 in direct government spending. Based on that guideline, this project is forecast to create one new job.

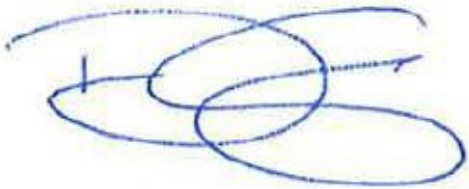
ENVIRONMENTAL REVIEW

The proposed project involves the replacement of existing structures and facilities. This activity is categorically exempt from CEQA as a Class 2 Exemption (State CEQA Guidelines Section 15302). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Rjahja Canlas, Park Development Analyst

Dion Louthan, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-510

Service Agreement - S1904312

Buljan Park_CEQA Exemption

RESOLUTION NO. 18-510

APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND
PLAYPOWER LT FARMINGTON, INC., AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (S1904312) to remove and replace the play structure at Buljan Park, between the City of Roseville and Playpower LT Farmington, Inc., has been reviewed by the Council;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said service agreement is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the Parks, Recreation & Libraries Director or his designee is authorized to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed ten percent (10%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1904312**

SERVICE LOCATION: BULJAN PARK
150 HALLISSY DRIVE
ROSEVILLE, CA 95678

REQ. NO.: R1902356 DATE: 11/13/18

SUBMIT ALL INVOICES TO:

CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor No.: V32530
Telephone No.: 916-923-2180 Fax: 916-646-6383
Email address: glen@playgroundpros.com
Contractor: PLAYPOWER LT FARMINGTON, INC.
C/O ALL ABOUT PLAY
ATTN: GLEN WURSTER
3844 PRESIDIO STREET
SACRAMENTO, CA 95838

Department: PARK DEVELOPMENT

Acct. Code: 51007-6130

Buyer: BECKY PHILIPP
Phone: 916-774-5724

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	FINAL PAYMENT	Approved by Risk Mgt.	RJAHJA CANLAS

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
THE VENDOR SHALL PROVIDE AND INSTALL PLAYGROUND EQUIPMENT IN ACCORDANCE WITH THE ATTACHED
PLAYPOWER LT FARMINGTON C/O ALL ABOUT PLAY QUOTATION DATED 6/25/18 UTILIZING THE SOURCEWELL FORMERLY
KNOWN AS NJPA CONTRACT 030117-LTS.

PLEASE CONTACT RJAHJA CANLAS AT (916)774-5342 FOR QUESTIONS REGARDING THIS CONTRACT.

Total Cost of Service: \$ 139,946.36

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Roseville Business License No.: _____ Contractor License No.: _____ DIR Registration No.: 1000033930

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

By: _____
Dominick Casey, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION



Notice of Exemption

To: Placer County Clerk
Recorder's Office
2954 Richardson Drive
Auburn, CA 95603

From: City of Roseville
Community Development Dept.
311 Vernon Street
Roseville, CA 95678

Project Title: 2018 Buljan Park Play Structure Replacement Project

Project Location(s): South of the intersection of Hallissy Drive and Trestle Road, City of Roseville, CA.

Project Description: The Parks and Recreation Department has determined the existing Playground structure has reached the end of its useful life. The project involves replacement of the play structure. All work would occur within the existing playground area.

Public Agency Approving Project: Roseville City Council

Agency/Individual Carrying Out Project: City of Roseville Parks, Recreation and Libraries Department

Reason why this Project is Exempt: This project qualifies for a Class 1 Exemption as described in Section 15301 of the California Environmental Quality Act (CEQA) guidelines which states:

"Class 1 consists of the operation, repair, maintenance... or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographic features, involving negligible or no expansion of use beyond that existing at the time.... examples include but are not limited to: (d)... restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety,..."

The project involves park maintenance including replacement of an existing playground structure and would not result in expansion of use. Therefore the Class 1 Exemption is applicable to the proposed project.

Lead Agency Contact Person: Rjahja Canlas, Parks, Recreation and Libraries Department, 311 Vernon Street (774-5342).

Signature: Mark J. Morse
Mark J. Morse, Environmental Coordinator
City of Roseville

Date: 11-28-18



COUNCIL COMMUNICATION

CC #: 9674
File #: 0203-05

Title: Fire - Public Safety Radio Equipment - Purchase Order
Contact: Brian Diemer 916-746-1392 bdiemer@roseville.ca.us

Meeting Date: 12/19/2018
Item #: 6.6.

RECOMMENDATION TO COUNCIL

Staff recommends Council adopt a resolution to approve a purchase order for public safety radio equipment from BK Technologies, Inc. Staff additionally recommends that Council approve two optional one year renewals of the purchase order, provided that the applicable budget is approved each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Roseville Fire Department continues to upgrade its fleet of public safety radios used while receiving and providing mutual aid resources with agencies inside Placer County, as well as state-wide. These radios are required for common communications between engine companies, truck companies and individual members while operating on fires, medical responses, hazardous materials incidents, rescues, floods and other emergencies. The Roseville Fire Department continues to convert its mutual aid radios to state-of-the-art BK Technologies, Inc. equipment specified by State and Federal partners, to take advantage of common programming, maintenance, training and competitive pricing provided, by utilizing the same radio platform as larger partner agencies.

The City will piggyback onto the State of Washington NASPO Value Point Master Price Agreement #06913 and Participating Addendum Number 7-16-58-15. The contract was renewed through the State of California Department of General Services and BK Technologies, Inc. until 6/30/2021. Section 4.12.105 of the Roseville Municipal Code authorizes the Purchasing Officer to use cooperative contracts offered by other public entities and specifically allows purchases under NASPO Value Point. The contract includes a BK Technologies dealer list of suppliers that can assist in meeting the fire agency's supply requirements. Staff requests authorization to utilize the companies authorized through the NASPO Value Point Contract #06913 for purchases.

FISCAL IMPACT

Funding is included in the Fire Department Support Services budget for FY2018-19 and subsequent fiscal years will be limited to the amount approved by council. The estimated cost of purchases for FY2018-19 is \$45,000.00, FY2019-20 is \$100,000.00 and FY2020-21 is \$100,000.00 for a total award of \$245,000.00.

ECONOMIC DEVELOPMENT / JOBS CREATED

N/A

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical changes in the environment (CEQA Guidelines §15061(B)(3)). The Public Safety Radio Equipment Purchase Order does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Brian Diemer, Assistant Fire Chief

Rick Bartee, Fire Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-525

RESOLUTION NO. 18-525

APPROVING A PURCHASE ORDER FOR
PUBLIC SAFETY RADIO EQUIPMENT

WHEREAS, a purchase order for public safety radio equipment, between the City of Roseville and BK Technologies, Inc. has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said purchase order is hereby approved and the City Manager or his or her designee is additionally authorized to execute two (2) optional one (1) year renewals of the purchase order, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 9688
File #: 0203-12

Title: Ammunition - Sole Source Purchase Order
Contact: Randy Thompson 916-774-5099 rthompson2@roseville.ca.us

Meeting Date: 12/19/2018
Item #: 6.7.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council authorize a sole source purchase order from Miwall Corporation for Hornady ammunition. The estimated total of the ammunition for the FY2018-19 is not to exceed \$83,991.77.

BACKGROUND

The Police Department has an ongoing requirement for ammunition for its Police personnel. The purchase is for pistol, revolver, and rifle caliber rounds of ammunition to be used in Glock Model 22, 23 and 35 pistols, duty pistols, revolvers, AR-15 rifles, and Colt M-4's. These various weapons are used by the City's patrol officers, Regional SWAT team, and Animal Control officers. The Police Department continues to face delays in acquiring ammunition from vendors due to worldwide shortages of raw materials and an unprecedented demand from law enforcement, military, and civilian markets. Quoted delivery times of eight to seventeen months are now commonplace. In addition to increased delivery delays and backorders, ammunition prices have continued to rise. The police department's current inventory of pistol ammunition is expected to last through this fiscal year. Ordering additional duty ammunition at this time will help inventory levels continue to meet training needs, and will secure pricing at current cost levels.

Hornady Ammunition has an exclusive distributorship with Miwall Corporation for the Northern California area, and therefore is the City's only available source for the purchase of the Hornady ammunition.

FISCAL IMPACT

Total estimated cost of the ammunition is \$83,991.77. Funding has been approved in the 2018/19 fiscal year budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

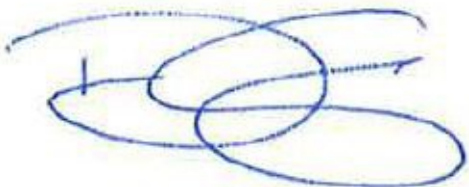
ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Rob Baquera, Department Public Information Officer

James Maccoun, Police Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 9692

File #: 0400-07 & 0400-04-12-1

Title: Sierra Vista Village JM-02A - Phase 1 Final Map and Subdivision Agreement

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

Meeting Date: 12/19/2018

Item #: 6.8.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept on behalf of the public, subject to improvement, Lots A & C, and the rights of way and the easements offered thereon, but reject at this time on behalf of the public Lot B.
2. Adopt the attached resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services, Engineering section, has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met.

This map will be creating 92 residential lots, 2 landscape lots and 1 open space lot.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ECONOMIC DEVELOPMENT / JOBS CREATED

The sale of new homes will be the results of the acceptance of this map, creating jobs associated with the construction of these future residences.

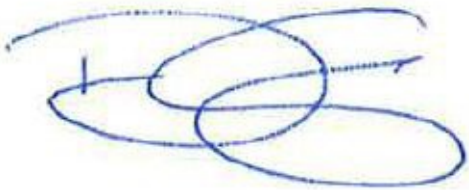
ENVIRONMENTAL REVIEW

Pursuant to the City of Roseville CEQA Implementing Procedures and the California Environmental Quality Act (CEQA) this project is consistent with the Sierra Vista Specific Plan FEIR (SCH# 2008032017) and the Mitigated Negative Declaration (MND) and associated Mitigation Monitoring Program approved by the City of Roseville on June 6, 2012. No further environmental review is required.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Final Map

Resolution No. 18-505

Subdivision Agreement

OWNER'S STATEMENT:

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTERESTS IN THE REAL PROPERTY INCLUDED WITHIN THIS PLAT OF "SIERRA VISTA VILLAGE JM-02A - PHASE 1" SHOWN UPON THIS MAP AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS MAP AND OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

*THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

(A) PUBLIC EASEMENTS FOR INSTALLATION AND MAINTENANCE OF BUT NOT LIMITED TO WATER, GAS AND SEWER PIPES, AND FOR POLES AND OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS 'A' , 'B' AND 'C' AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE WAYS AND DRIVE SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

(B) PUBLIC DRAINAGE EASEMENT ON, OVER, UNDER AND ACROSS LOT 'C' SHOWN HEREON.

THE REAL PROPERTY DESCRIBED BELOW IS OFFERED FOR DEDICATION IN FEE FOR PUBLIC PURPOSES:

(A) AS PUBLIC RIGHT-OF-WAY (INCLUDING ALL IMPROVEMENTS THEREON) LOTS 'A' AND 'C' AND THE STREETS SHOWN HEREON AS CREEKHOLLOW WAY, WHISPER WIND WAY, LAKEHAVEN DRIVE AND CLOVERLEAF WAY.

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY OFFERED FOR DEDICATION IN FEE FOR PUBLIC PURPOSES:

(A) LOT 'B' SHOWN HEREON FOR OPEN SPACE.

JOHN MOURIER CONSTRUCTION, INC., A CALIFORNIA CORPORATION

BY: _____
PRINT NAME:
TITLE:

BY: _____
PRINT NAME:
TITLE:

NOTARY ACKNOWLEDGEMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS STATEMENT 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)
SS
COUNTY OF PLACER)

ON _____, 2018 BEFORE ME _____, NOTARY PUBLIC PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HWE/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 PRINTED NAME

MY COMMISSION NO. IS _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY

MY COMMISSION EXPIRES _____

Plat of
SIERRA VISTA VILLAGE JM-02A - PHASE 1

SUBDIVISION NO.: 2012PL-038

ALL OF LOT 16 AS SHOWN ON THE LARGE LOT SUBDIVISION MAP OF "THE VILLAGES AT SIERRA VISTA" FILED IN BOOK DD OF MAPS, AT PAGE 26.

LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
NOVEMBER, 2018

BAKER-WILLIAMS ENGINEERING GROUP

Sheet 1 of 8

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS PLAT OF "SIERRA VISTA VILLAGE JM-02A - PHASE 1" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATED _____

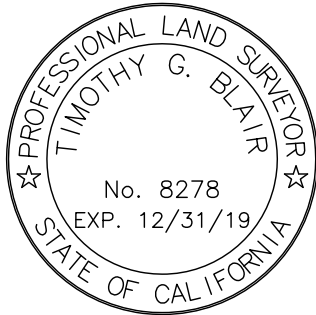
MARC STOUT R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
EXPIRATION DATE 09/30/2020

I HEREBY STATE THAT I AM SATISFIED THAT THIS PLAT OF "SIERRA VISTA VILLAGE JM-02A - PHASE 1" IS TECHNICALLY CORRECT.

For Marc Stout, City Engineer, City of Roseville

DATED _____

TIMOTHY G. BLAIR
P.L.S. 8278 EXPIRATION DATE 12/31/2019



CITY CLERK'S STATEMENT:

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF ROSEVILLE HAS APPROVED THIS PLAT OF "SIERRA VISTA VILLAGE JM-02A - PHASE 1" AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, LOTS 'A' AND 'C' AND THE RIGHTS-OF-WAY AND EASEMENTS HEREON OFFERED FOR DEDICATION . THE CITY COUNCIL REJECTS AT THIS TIME ON BEHALF OF THE PUBLIC, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, LOT 'B' AS OFFERED HEREON.

DATED _____

CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JOHN MOURIER CONSTRUCTION, INC., IN FEBRUARY, 2016. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2019, THAT THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE _____

JOHN KARL JEFFRIES L.S. 7820
EXPIRES 12/31/2019



RECORDER'S STATEMENT:

ACCEPTED FOR RECORD AND FILED IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY, AT _____ MINUTES AFTER _____ O'CLOCK __M. ON THE _____ DAY OF _____, 2018 AND RECORDED IN BOOK _____ OF MAPS, AT PAGE ____.

DOCUMENT NO. _____

COUNTY RECORDER OF PLACER COUNTY

FEE _____

BY: _____
DEPUTY

Plat of
SIERRA VISTA VILLAGE JM-02A - PHASE 1

SUBDIVISION NO.: 2012PL-038

ALL OF LOT 16 AS SHOWN ON THE LARGE LOT SUBDIVISION MAP OF "THE VILLAGES AT SIERRA VISTA" FILED IN BOOK DD OF MAPS, AT PAGE 26.

LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.

CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

NOVEMBER, 2018

SCALE: 1"=100'

BAKER-WILLIAMS ENGINEERING GROUP

Sheet 2 of 8

NOTES:

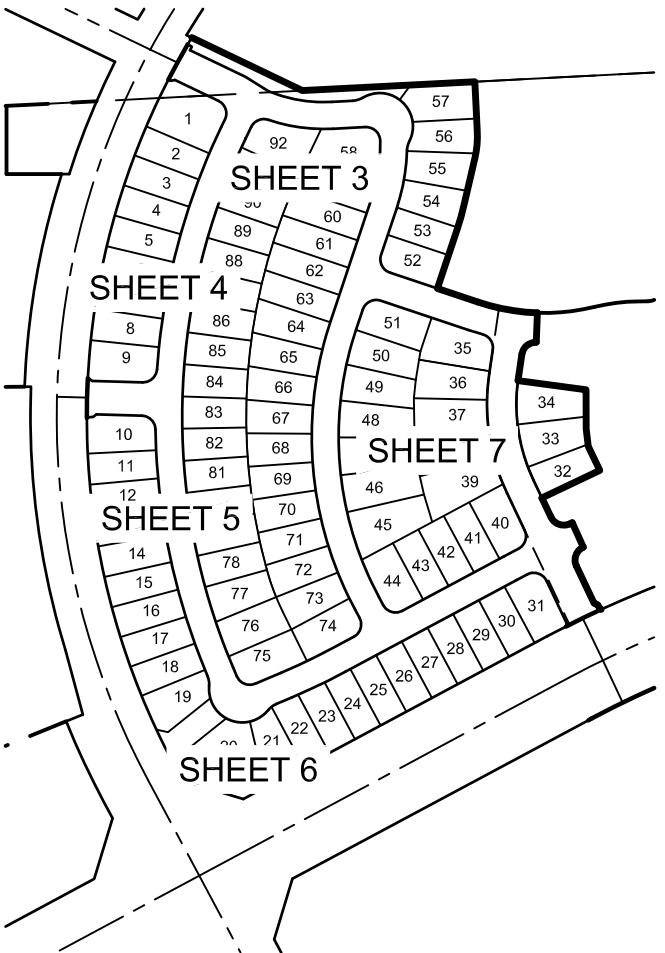
1. ALL BEARINGS ALONG CURVED LINES ARE CHORD MEASUREMENTS.
2. THIS SUBDIVISION CONTAINS 15.267 ACRES MORE OR LESS, CONTAINING 92 SINGLE FAMILY LOTS NUMBERED 1-92 AND LOTS A THROUGH C.
3. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
4. A PRELIMINARY SOILS REPORT WAS PREPARED BY YOUNGDAHL CONSULTING GROUP, PROJECT NO. E133171.000 DATED SEPTEMBER 10, 2013. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF ROSEVILLE ENGINEERING DEPARTMENT (FILE NUMBER 308-810)
5. 5/8" REBAR CAPPED "LS 7820" WILL BE SET AT ALL REAR LOT CORNERS AND AT ALL ANGLE POINTS IN THE PROPERTY LINE. IN THE EVENT OF A CONFLICT WITH A RETAINING OR SOUNDWALL, A 2.00 FOOT WITNESS CORNER SHALL BE SET ON LINE. ALL FRONT LOT CORNERS SHALL BE MARKED WITH A 1" BRASS DISC STAMPED "LS 7820" AT A 1.0 FOOT PROJECTION OF THE PROPERTY LINE INTO THE SIDEWALK.
6. THERE IS AN EXISTING MAINTENANCE ACCESS EASEMENT WITHIN CLOVERLEAF WAY PER DD BM 26.
7. MAINTENANCE OF THE LANDSCAPING AND IMPROVEMENTS ON LOTS 'A' AND 'C' SHALL BE THE RESPONSIBILITY OF THE CITY OF ROSEVILLE.

LEGEND:

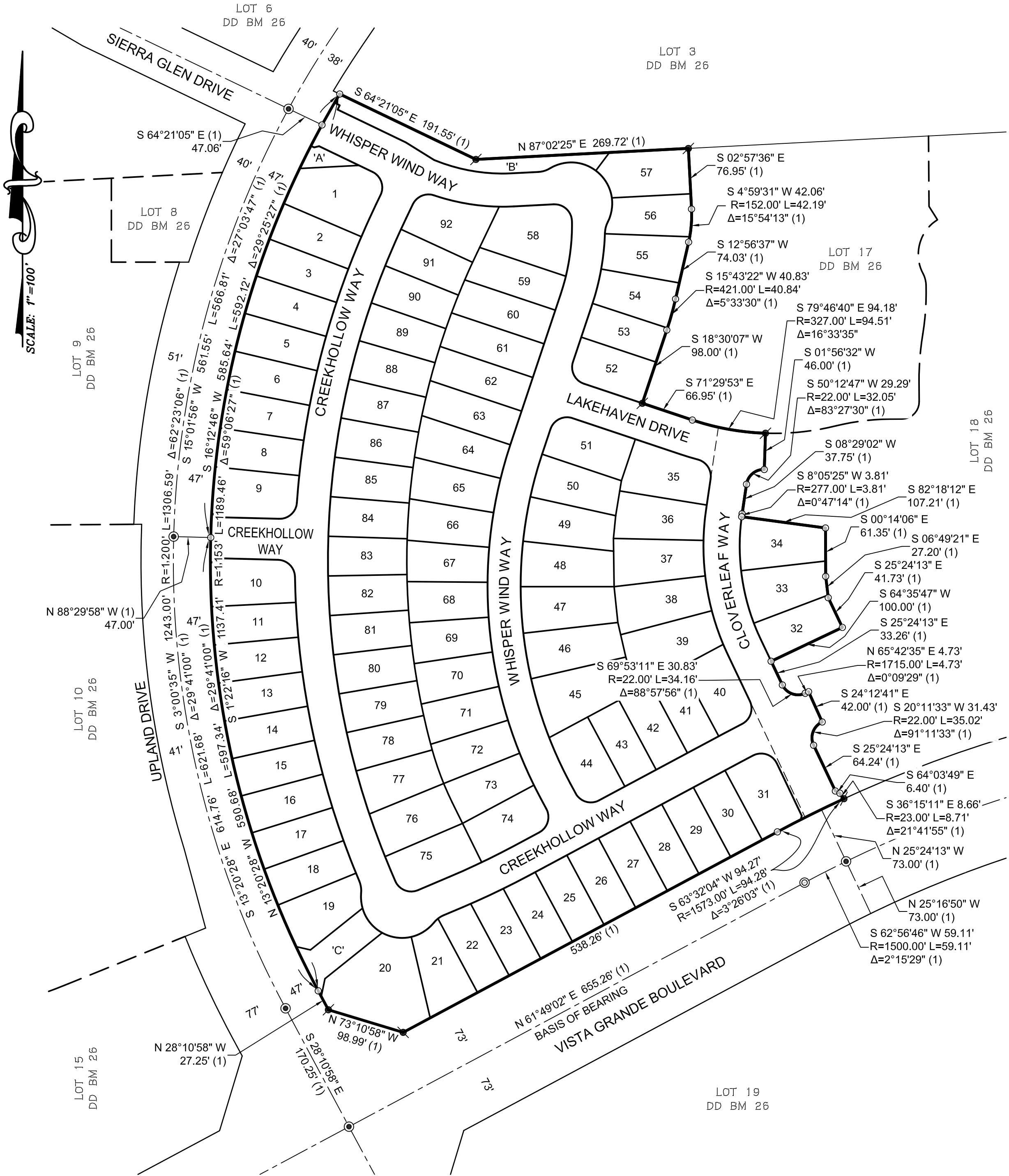
- P.U.E. PUBLIC UTILITY EASEMENT
(R) RADIAL LINE
○ DIMENSION POINT, NOTHING FOUND OR SET
⊘ SET 3/4" IRON PIPE W/ BRASS DISK STAMPED L.S. 7820
⊙ SET BRASS MONUMENT IN STANDARD CITY OF ROSEVILLE MONUMENT WELL STAMPED L.S. 7820
⦿ FND 3/4" IRON PIPE TAGGED "L.S. 7820" PER DD BM 26
⦿ FND BRASS MONUMENT IN STANDARD CITY OF ROSEVILLE MONUMENT WELL STAMPED "L.S. 7820" PER DD BM 26
(1) DD BM 26

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL TO THE CENTERLINE OF VISTA GRANDE BOULEVARD, BEING N 61°49'02" E AND ESTABLISHED BY MONUMENTS FOUND AS SHOWN HEREON PER DD BM 26.



SHEET INDEX



Plat of

SIERRA VISTA VILLAGE JM-02A - PHASE 1

SUBDIVISION NO.: 2012PL-038

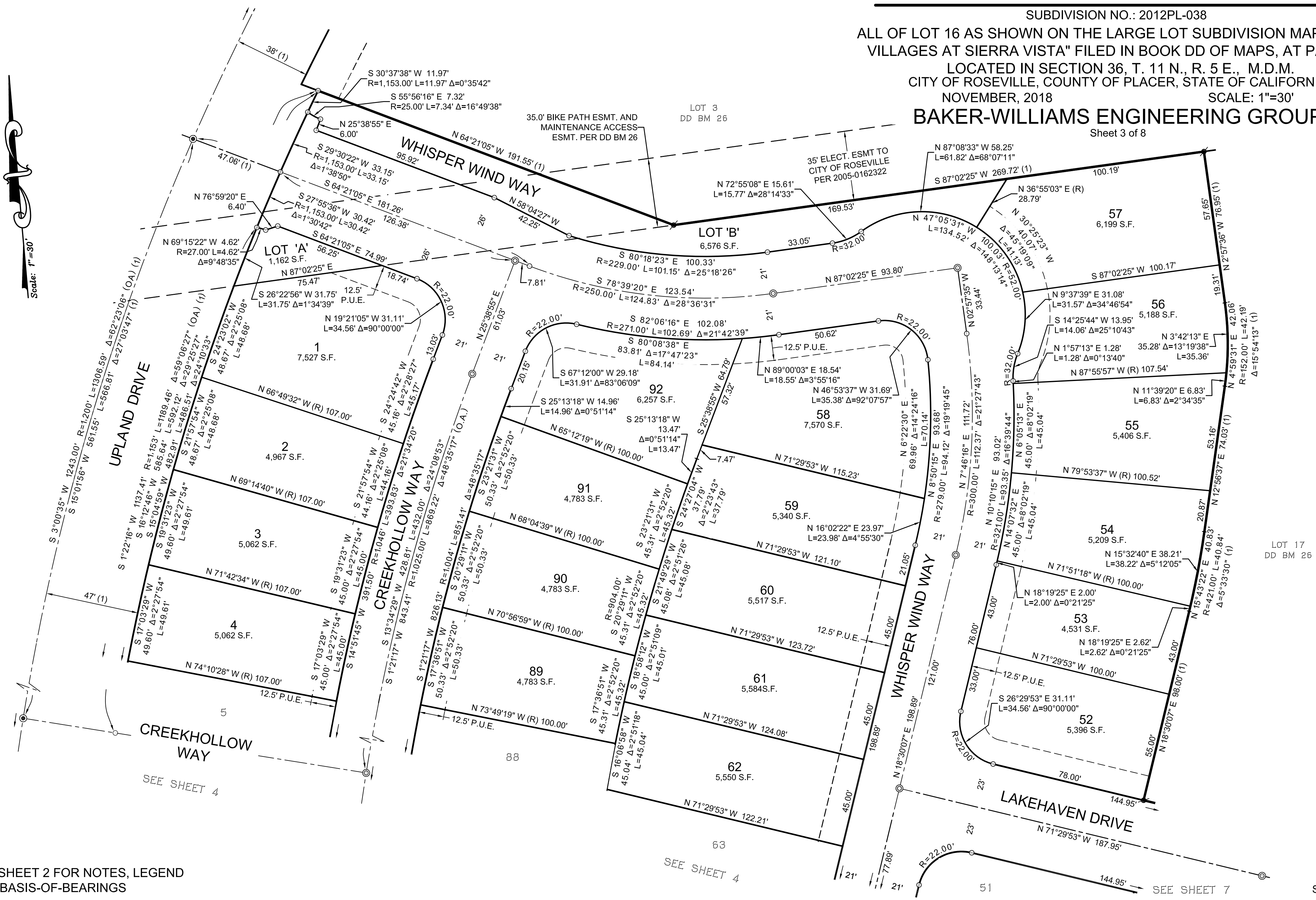
ALL OF LOT 16 AS SHOWN ON THE LARGE LOT SUBDIVISION MAP OF "THE VILLAGES AT SIERRA VISTA" FILED IN BOOK DD OF MAPS, AT PAGE 26.

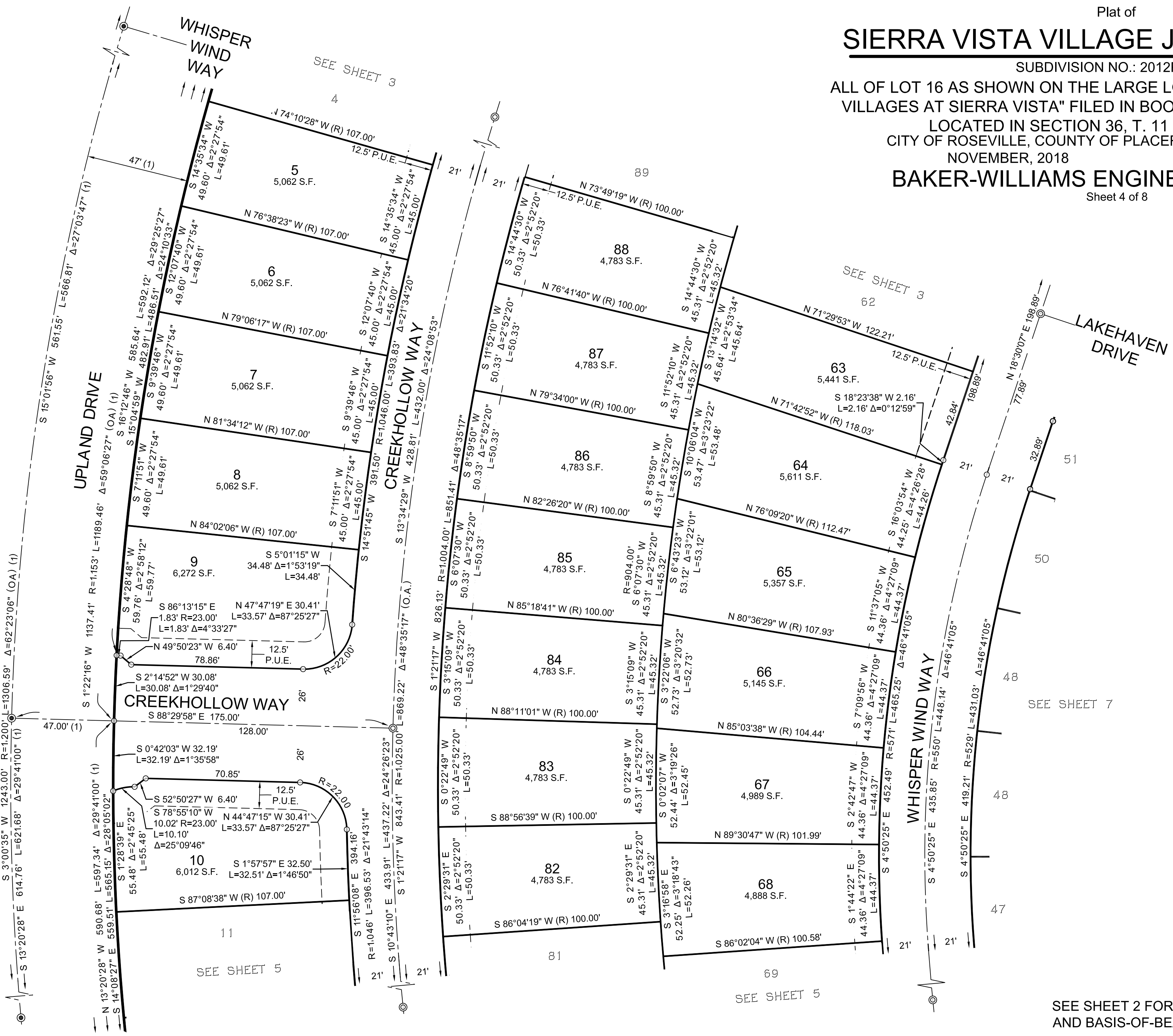
LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
NOVEMBER, 2018

SCALE: 1"=30'

BAKER-WILLIAMS ENGINEERING GROUP

Sheet 3 of 8





Plat of
SIERRA VISTA VILLAGE JM-02A - PHASE 1
SUBDIVISION NO.: 2012PL-038
ALL OF LOT 16 AS SHOWN ON THE LARGE LOT SUBDIVISION MAP OF "THE VILLAGES AT SIERRA VISTA" FILED IN BOOK DD OF MAPS, AT PAGE 26.
LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
NOVEMBER, 2018
SCALE: 1"=30'
BAKER-WILLIAMS ENGINEERING GROUP
Sheet 4 of 8

SEE SHEET 2 FOR NOTES, LEGEND AND BASIS-OF-BEARINGS
Sheet 4 of 8

JOB NO. 14-07-025

Plat of

SIERRA VISTA VILLAGE JM-02A - PHASE 1

SUBDIVISION NO.: 2012PL-038

ALL OF LOT 16 AS SHOWN ON THE LARGE LOT SUBDIVISION MAP OF "THE VILLAGES AT SIERRA VISTA" FILED IN BOOK DD OF MAPS, AT PAGE 26.

LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

NOVEMBER, 2018

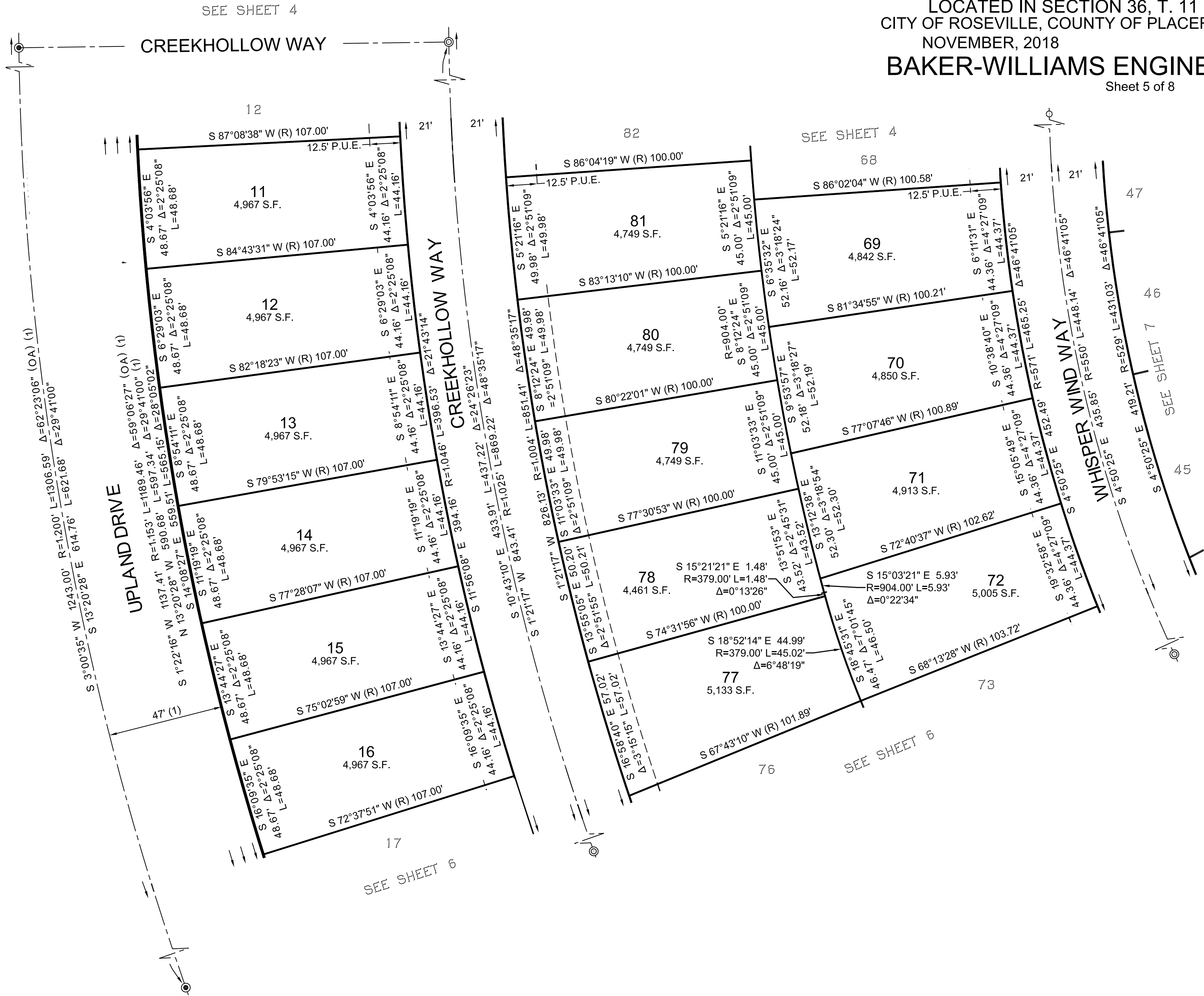
SCALE: 1"=30'

BAKER-WILLIAMS ENGINEERING GROUP

Sheet 5 of 8



SEE SHEET 2 FOR NOTES, LEGEND
AND BASIS-OF-BEARINGS



Plat of

SIERRA VISTA VILLAGE JM-02A - PHASE 1

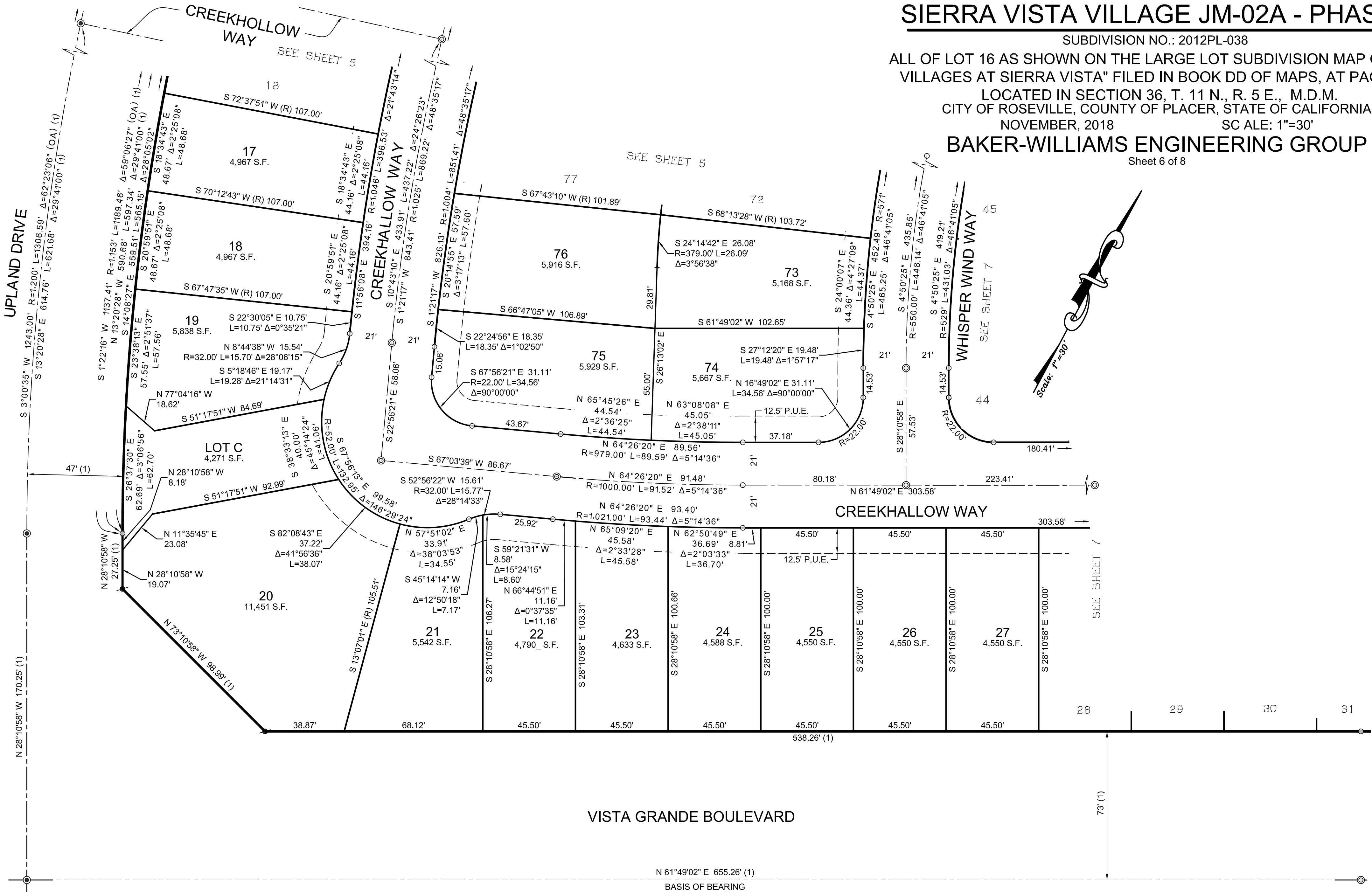
SUBDIVISION NO.: 2012PL-038

ALL OF LOT 16 AS SHOWN ON THE LARGE LOT SUBDIVISION MAP OF "THE VILLAGES AT SIERRA VISTA" FILED IN BOOK DD OF MAPS, AT PAGE 26.

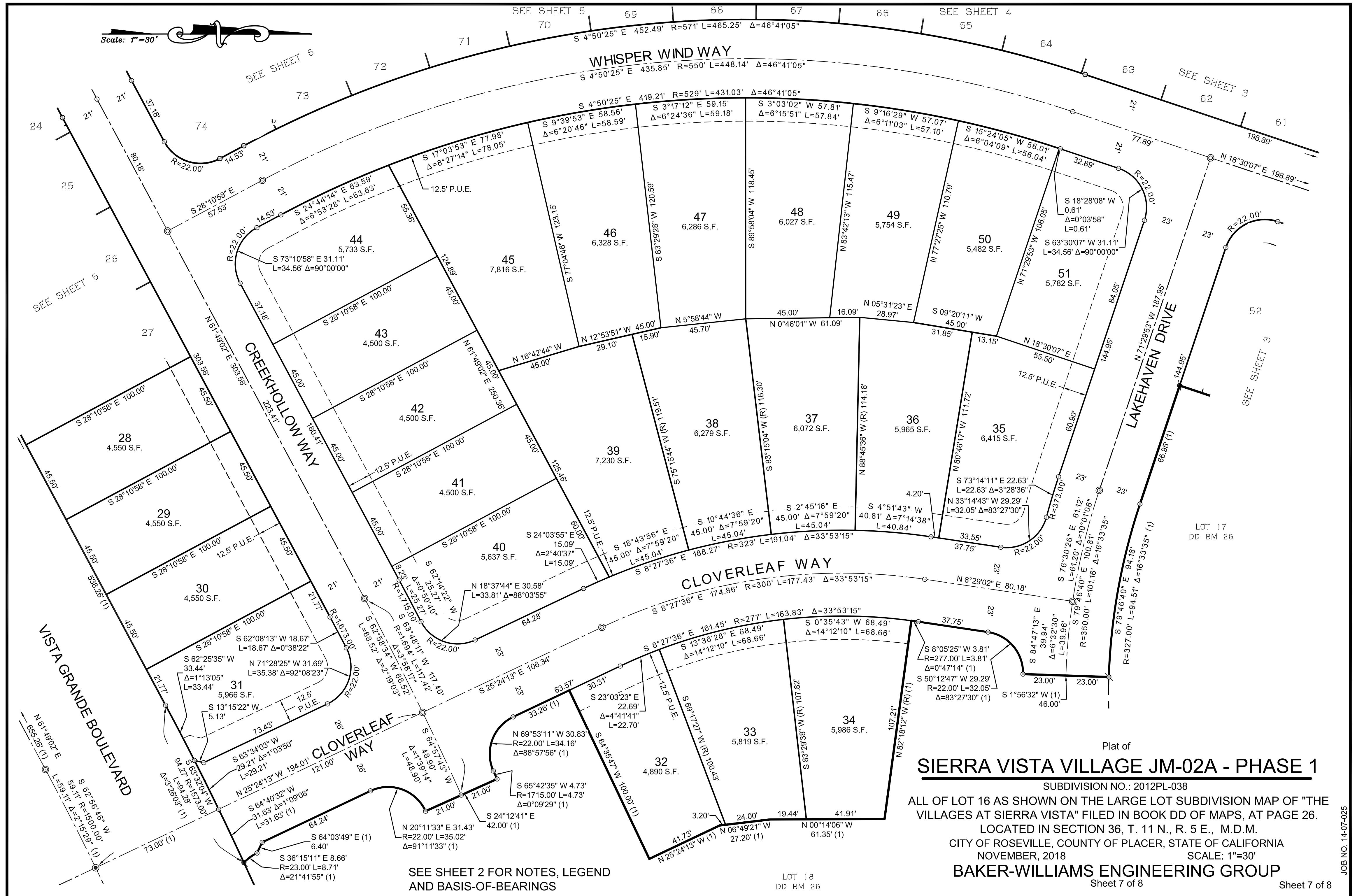
LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
NOVEMBER, 2018
SC ALE: 1"=30'

BAKER-WILLIAMS ENGINEERING GROUP

Sheet 6 of 8



SEE SHEET 2 FOR NOTES, LEGEND
AND BASIS-OF-BEARINGS



Plat of
SIERRA VISTA VILLAGE JM-02A - PHASE 1

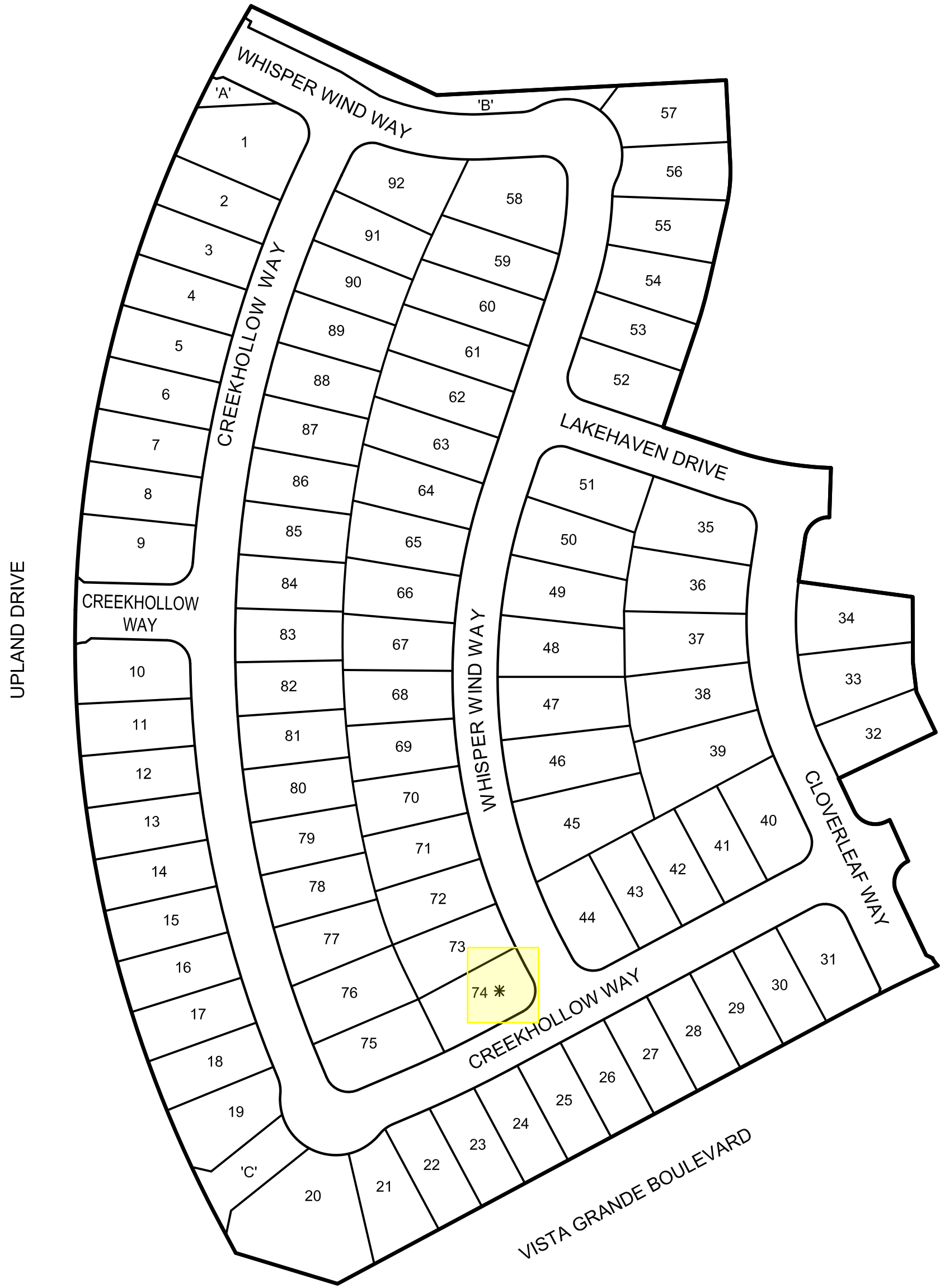
SUBDIVISION NO.: 2012PL-038

ALL OF LOT 16 AS SHOWN ON THE LARGE LOT SUBDIVISION MAP OF "THE VILLAGES AT SIERRA VISTA" FILED IN BOOK DD OF MAPS, AT PAGE 26.

LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
NOVEMBER, 2018

BAKER-WILLIAMS ENGINEERING GROUP

Sheet 8 of 8



Legend:

- * DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON THE SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE HOMEOWNER.

Informational Sheet Only

THIS SHEET CONTAINS ADDITIONAL INFORMATION FOR INFORMATIONAL PURPOSES ONLY PURSUANT TO SECTION 66434.2 OF THE GOVERNMENT CODE.

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED BELOW SHALL BE FITTED WITH A SEWER BACKFLOW VALVE AS APPROVED BY THE CITY OF ROSEVILLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THERETO. THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING, OR ITS CONTENTS, DUE TO THE FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

RESOLUTION NO. 18-505

APPROVING A SUBDIVISION AGREEMENT FOR THE SIERRA VISTA VILLAGE JM-02A - PHASE 1 SUBDIVISION, BY AND BETWEEN THE CITY OF ROSEVILLE AND JOHN MOURIER CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Subdivision Agreement for the Sierra Vista Village JM-02A - Phase 1 Subdivision, by and between the City of Roseville and John Mourier Construction, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**RECORDING REQUESTED BY AND WHEN
RECORDED, PLEASE RETURN TO:**

**City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678**

SUBDIVISION AGREEMENT

SIERRA VISTA VILLAGE JM-02A - PHASE 1 SUBDIVISION

THIS AGREEMENT, made and entered into this ____ day of _____,
20__, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and John
Mourier Construction, Inc., a California corporation, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville,
County of Placer, known as "Sierra Vista Village JM-02A- Phase 1 Subdivision" (Subdivision
no. 2012PL-038; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning
Commission on the 12th day of December, 2013, and the final map of the Subdivision has been
approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in
Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer
County Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the
subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement

between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by Baker Williams Engineering Group, dated August 15, 2018 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before December 31, 2019, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$ 2,642,330.00. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15

(commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its

improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY. SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, SUBDIVIDER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of SUBDIVIDER 's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

SUBDIVIDER's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE

LIMITS OF LIABILITY

General Liability

\$2,000,000 per occurrence

\$3,000,000 aggregate

Personal Injury:

\$2,000,000 per occurrence

\$3,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

a. Form. SUBDIVIDER shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. SUBDIVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. SUBDIVIDER shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply

on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

f. Waiver of Subrogation. SUBDIVIDER hereby agrees to waive subrogation which any insurer of SUBDIVIDER may acquire from SUBDIVIDER by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by SUBDIVIDER, its employees, agents and subcontractors.

g. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve SUBDIVIDER of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be

brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith

purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

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

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

Steve Schnable
John Mourier Construction
1430 Blue Oaks Blvd., Suite 190
Roseville, CA 95747

Either party may amend its address by giving written notice to the other.

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

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

CITY OF ROSEVILLE, a
municipal corporation,

BY: _____
DOMINICK CASEY
City Manager

JOHN MOURIER CONSTRUCTION,
INC., a California corporation

BY: 
its: President

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

and

BY: _____

BY: _____

SONIA OROZCO
City Clerk

its: _____

APPROVED AS TO FORM:

(NOTARIZATION REQUIRED)

BY: _____

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY:  _____

MARC STOUT
City Engineer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer

On 11-8-18 before me, KAREN Headley a Notary Public, personally appeared John L. Mounier III, 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:

Name:

(Typed or Printed)

(Seal)



BAKER-WILLIAMS ENGINEERING GROUP

6020 Rutland Drive Suite 19
 Carmichael, Ca 95628
 (916)-331-4336 Fax (916)-331-4430

August 28, 2018**JOB # 14-07-025****Cost Estimate Sierra Vista JM-2 Phase 1-(92 Lots)**

	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	STREET PAVEMENT 3" AC ON 8" AB	77,160 SF	\$ 4.50	\$ 347,220.00
2	STREET PAVEMENT 4" AC ON 8.5" AB	30,050 SF	\$ 6.00	\$ 180,300.00
3	ROLLED CURB AND GUTTER	6,522 LF	\$ 17.00	\$ 110,874.00
4	VERTICAL CURB AND GUTTER	160 LF	\$ 28.00	\$ 4,480.00
5	4' SIDEWALK	26,598 SF	\$ 6.00	\$ 159,588.00
6	STREET SIGN	7 EA	\$ 525.00	\$ 3,675.00
7	STRIPING AND SIGNS	1 JOB	\$ 7,550.00	\$ 7,550.00
8	6' MASONRY SOUND WALL	170 LF	\$ 85.00	\$ 14,450.00
9	POST AND CABLE FENCE	200 LF	\$ 25.00	\$ 5,000.00
10	BOLLARDS	3 EA	\$ 1,000.00	\$ 3,000.00
11	REMOVE STREET BARRICADE	2 EA	\$ 500.00	\$ 1,000.00
12	STREET BARRICADE	2 EA	\$ 1,500.00	\$ 3,000.00
13	JOINT TRENCH	92 EA	\$ 3,300.00	\$ 303,600.00
14	MONUMENT WELLS	9 EA	\$ 900.00	\$ 8,100.00
15	LOT MONUMENTATION	92 EA	\$ 100.00	\$ 9,200.00
16	EROSION CONTROL & MAINTENANCE	1 JOB	\$ 15,000.00	\$ 15,000.00
17	RETAINING WALL	1,391 LF	\$ 40.00	\$ 55,640.00
SUB TOTAL				\$ 1,231,677.00

DRAINAGE SYSTEM

	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	TYPE C DRAIN INLET	11 EA	\$ 2,800.00	\$ 30,800.00
2	12" RCP CL IV	150 LF	\$ 65.00	\$ 9,750.00
3	15" RCP CL IV	403 LF	\$ 65.00	\$ 26,195.00
4	18" RCP CL IV	442 LF	\$ 67.00	\$ 29,614.00
5	24" RCP CL IV	555 LF	\$ 91.00	\$ 50,505.00
6	36" RCP CL IV	107 LF	\$ 150.00	\$ 16,050.00
7	48" SD MANHOLE	5 EA	\$ 4,700.00	\$ 23,500.00
8	48" FLAT TOP MANHOLE	2 EA	\$ 4,700.00	\$ 9,400.00
9	60" SD MANHOLE	1 EA	\$ 5,650.00	\$ 5,650.00
10	72" SD MANHOLE	1 EA	\$ 6,950.00	\$ 6,950.00
11	72" SD FLAT TOP MANHOLE	2 EA	\$ 7,250.00	\$ 14,500.00
SUB TOTAL				\$ 222,914.00

BAKER-WILLIAMS ENGINEERING GROUP

6020 Rutland Drive Suite 19
 Carmichael, Ca 95628
 (916)-331-4336 Fax (916)-331-4430

SEWER SYSTEM

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	SEWER SERVICE	93 EA	\$ 1,500.00	\$ 139,500.00
2	6" VCP SEWER	2,216 LF	\$ 62.00	\$ 137,392.00
3	6" DIP SEWER	118 LF	\$ 120.00	\$ 14,160.00
4	8" VCP SEWER	605 LF	\$ 68.00	\$ 41,140.00
5	48" SS MANHOLE	11 EA	\$ 7,650.00	\$ 84,150.00
6	REMOVE EX.FLUSHER BRANCH	1 EA	\$ 1,250.00	\$ 1,250.00
SUB TOTAL				\$ 417,592.00

WATER SYSTEM

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	WATER SERVICE	93 EA	\$ 2,100.00	\$ 195,300.00
2	8" PVC C900 CL150 WATER	586 LF	\$ 50.00	\$ 29,300.00
3	8" PVC C900 CL 200 WATER	366 LF	\$ 52.00	\$ 19,032.00
4	12" PVC C900 CL150 WATER	1,159 LF	\$ 65.00	\$ 75,335.00
5	12" PVC C900 CL 200 WATER	936 LF	\$ 88.00	\$ 82,368.00
6	12" DIP CONC. ENCASED WATER	80 LF	\$ 175.00	\$ 14,000.00
7	12" VALVE	10 EA	\$ 3,550.00	\$ 35,500.00
8	8" VALVE	3 EA	\$ 2,550.00	\$ 7,650.00
9	2" BLOW OFF	2 EA	\$ 2,500.00	\$ 5,000.00
10	CONNECT TO EXISTING WATER MAIN	3 EA	\$ 4,250.00	\$ 12,750.00
11	FIRE HYDRANT ASSEMBLY	6 EA	\$ 8,950.00	\$ 53,700.00
SUB TOTAL				\$ 529,935.00

RECLAIMED WATER SYSTEM

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	2" WATER SERVICE	1 EA	\$ 4,750.00	\$ 4,750.00
2	8" PURPLE PVC C900 CL150 WATER	835 LF	\$ 50.00	\$ 41,750.00
3	BLOW OFF	1 EA	\$ 2,500.00	\$ 2,500.00
4	REMOVE EX. 2" BLOW OFF VALVE	1 EA	\$ 4,250.00	\$ 4,250.00

TOTAL	\$ 2,402,118.00
10% CONT.	\$ 240,211.80
GRAND TOTAL	\$ 2,642,329.80



COUNCIL COMMUNICATION

CC #: 9693

File #: 0400-07 & 0400-04-12-1

Title: Sierra Vista Village JM-03A - Phase 1 Final Map and Subdivision Agreement

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

Meeting Date: 12/19/2018

Item #: 6.9.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept on behalf of the public, subject to improvement, the easements offered thereon.
2. Adopt the attached resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services, Engineering section, has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met.

This map will be creating 83 residential lots and 2 common area lots to be owned and maintained by the Homeowners Association.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ECONOMIC DEVELOPMENT / JOBS CREATED

The sale of new homes will be the results of the acceptance of this map, creating jobs associated with the construction of these future residences.

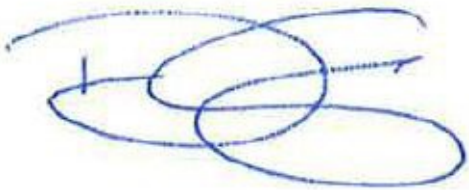
ENVIRONMENTAL REVIEW

Pursuant to the City of Roseville CEQA Implementing Procedures and the California Environmental Quality Act (CEQA) this project is consistent with the Sierra Vista Specific Plan FEIR (SCH# 2008032017) and the Mitigated Negative Declaration (MND) and associated Mitigation Monitoring Program approved by the City of Roseville on June 6, 2012. No further environmental review is required.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, positioned above a horizontal line.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Final Map

Resolution No. 18-506

Subdivision Agreement

OWNER'S STATEMENT:

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTERESTS IN THE REAL PROPERTY INCLUDED WITHIN THIS PLAT OF "SIERRA VISTA VILLAGE JM-03A-PHASE 1" SHOWN UPON THIS MAP AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS MAP AND OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

*THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

(A) PUBLIC EASEMENTS FOR INSTALLATION AND MAINTENANCE OF BUT NOT LIMITED TO WATER, GAS AND SEWER PIPES, AND FOR POLES AND OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOT 'A' AND LOT 'B' AND THE 12.5 FEET LYING CONTIGUOUS TO LOT 'A' SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

(B) PUBLIC EASEMENTS FOR THE INGRESS AND EGRESS OF EMERGENCY VEHICLES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS LOT 'A' SHOWN HEREON AND DESIGNATED 'E.V.A.' (EMERGENCY VEHICLE ACCESS EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PRIVATE PURPOSES:

(A) PRIVATE ACCESS EASEMENT ON AND ACROSS THE 6 FOOT WIDE STRIP OF LAND SHOWN HEREON AS "ACCESS EASEMENT" FOR THE BENEFIT OF THE HOMEOWNERS ASSOCIATION. SEE NOTE 8 AND ON SHEET 2.

JOHN MOURIER CONSTRUCTION, INC., A CALIFORNIA CORPORATION

BY: _____
PRINT NAME:
TITLE:

BY: _____
PRINT NAME:
TITLE:

NOTARY ACKNOWLEDGEMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS STATEMENT 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)
SS
COUNTY OF PLACER)

ON _____, 2018 BEFORE ME _____, NOTARY PUBLIC PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HWE/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 _____ PRINTED NAME _____

MY COMMISSION NO. IS _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY

MY COMMISSION EXPIRES _____

PLAT OF
SIERRA VISTA VILLAGE JM-03A-PHASE 1
SUBDIVISION NO.: 2012PL-038
ALL OF LOT 19 AS SHOWN ON THE LARGE LOT SUBDIVISION MAP OF "THE VILLAGES AT SIERRA VISTA" FILED IN BOOK DD OF MAPS, AT PAGE 26.
LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
DECEMBER, 2018
BAKER WILLIAMS ENGINEERING GROUP
SHEET 1 OF 8

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS PLAT OF "SIERRA VISTA VILLAGE JM-03A-PHASE 1" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATED _____

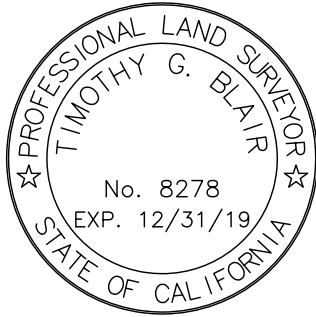
MARC STOUT R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
EXPIRATION DATE 09/30/2020

I HEREBY STATE THAT I AM SATISFIED THAT THIS PLAT OF "SIERRA VISTA VILLAGE JM-03A-PHASE 1" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATED _____

TIMOTHY G. BLAIR
P.L.S. 8278 EXPIRATION DATE 12/31/2019



CITY CLERK'S STATEMENT:

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF ROSEVILLE HAS APPROVED THIS PLAT OF "SIERRA VISTA VILLAGE JM-03A-PHASE 1" AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE EASEMENTS HEREON OFFERED FOR DEDICATION .

DATED _____

CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

SURVEYOR'S STATEMENT:

THIS MAP OF "SIERRA VISTA VILLAGE JM-03A-PHASE 1" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MOURIER LAND INVESTMENT CORP., IN FEBRUARY, 2016. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2019, THAT THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE _____

JOHN KARL JEFFRIES L.S. 7820
EXPIRES 12/31/2019



RECORDER'S STATEMENT:

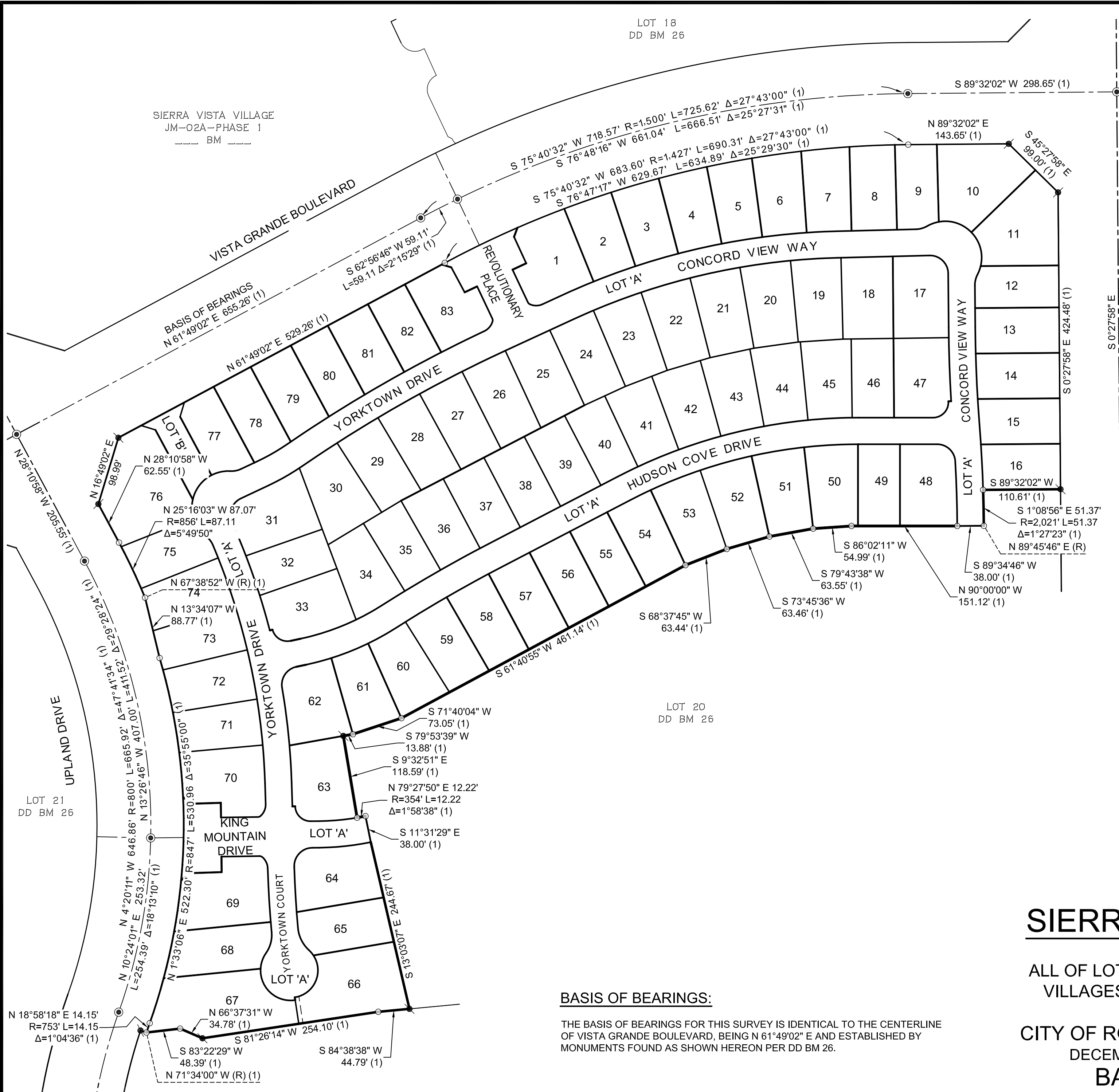
ACCEPTED FOR RECORD AND FILED IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY, AT _____ MINUTES AFTER _____ O'CLOCK _M. ON THE _____ DAY OF _____, 2016 AND RECORDED IN BOOK _____ OF MAPS, AT PAGE _____.

DOCUMENT NO. _____

COUNTY RECORDER OF PLACER COUNTY

FEE _____

BY: _____
DEPUTY



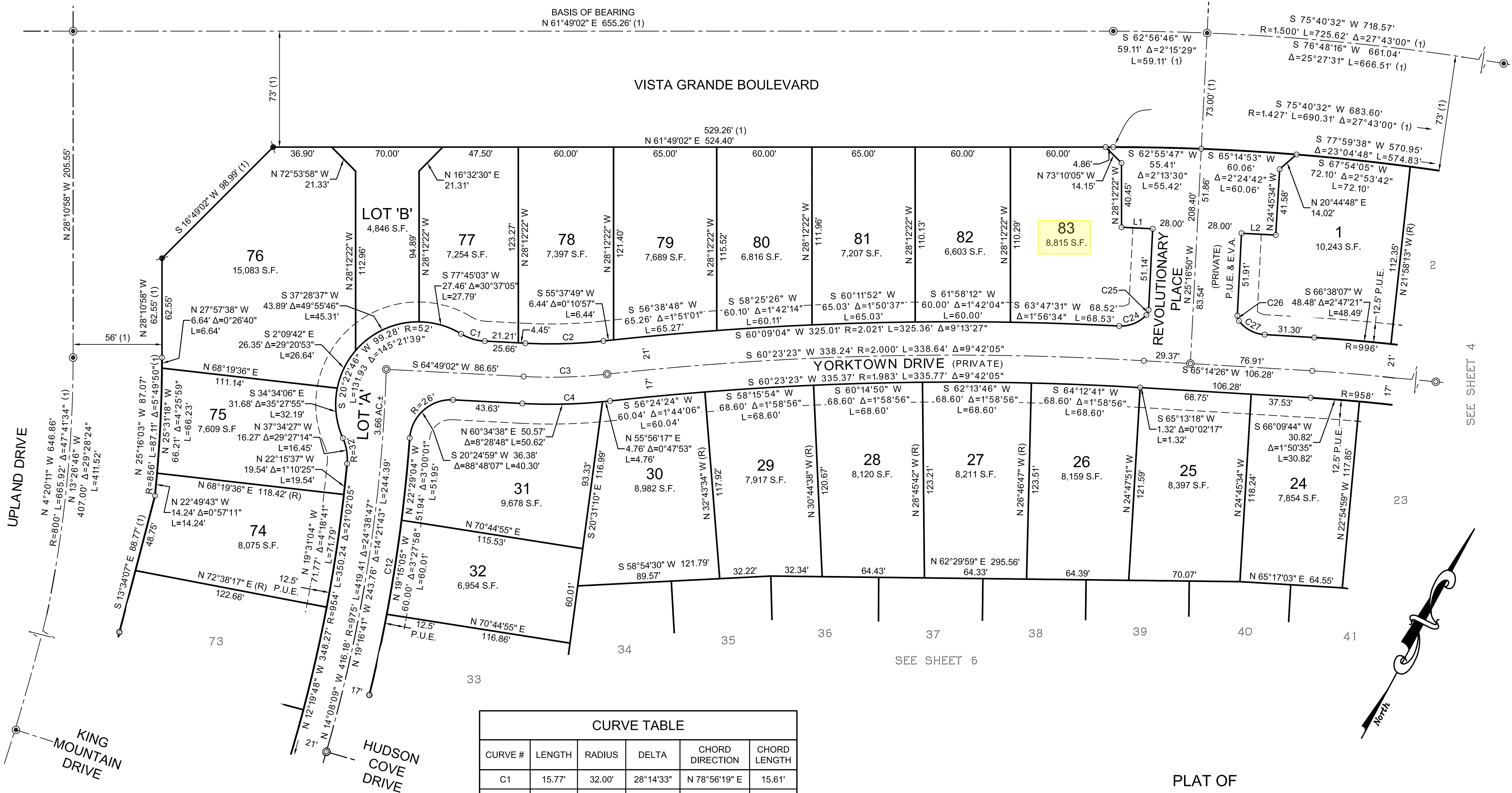
- NOTES:**
1. THIS SUBDIVISION CONTAINS 19.54 ACRES MORE OR LESS, AND CONSISTS OF 83 SINGLE FAMILY LOTS NUMBERED 1-83 AND 2 COMMON AREA LOTS LETTERED 'A' AND 'B'.
 2. ALL BEARINGS ALONG CURVED LINES ARE CHORD MEASUREMENTS.
 3. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
 4. A PRELIMINARY SOILS REPORT WAS PREPARED BY YOUNGDAHL CONSULTING GROUP, PROJECT NO. E133171.000 DATED SEPTEMBER 10, 2013. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF ROSEVILLE ENGINEERING DEPARTMENT (FILE NUMBER 308-810)
 5. 5/8" REBAR CAPPED "LS 7820" WILL BE SET AT ALL REAR LOT CORNERS AND AT ALL ANGLE POINTS IN THE PROPERTY LINE. IN THE EVENT OF A CONFLICT WITH A RETAINING OR SOUNDWALL, A 2.00 FOOT WITNESS CORNER SHALL BE SET ON LINE. ALL FRONT LOT CORNERS SHALL BE MARKED WITH A 1" BRASS DISC STAMPED "LS 7820" AT A 1.0 FOOT PROJECTION OF THE PROPERTY LINE INTO THE SIDEWALK.
 6. LOTS 'A', AND 'B' SHALL BE GRANTED IN FEE TO THE HOMEOWNER'S ASSOCIATION.
 7. LOT 'A' IS A PRIVATE STREET FOR THE MUTUAL BENEFIT OF THOSE LOTS SHOWN HEREON AND NUMBERED 1-83 INCLUSIVE.
 8. THE 6' PRIVATE ACCESS EASEMENT ACROSS LOT 66 SHALL BE GRANTED TO THE HOMEOWNER'S ASSOCIATION FOR PRIVATE ACCESS TO THE OPEN SPACE.
 9. STREET OWNERSHIP AND MAINTENANCE INCLUDING STREET LIGHTS, LOT DRAINAGE SYSTEMS AND SURFACE DRAINAGE SYSTEMS ARE PRIVATE AND THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION.
 10. COVENANTS, CONDITIONS AND RESTRICTIONS (C.C. & R.'S) ARE BEING RECORDED CONCURRENTLY WITH THIS FINAL MAP AS DOCUMENT NO. 2018-_____ OFFICIAL RECORDS OF PLACER COUNTY.

- LEGEND:**
- P.U.E. PUBLIC UTILITY EASEMENT
 - E.V.A. EMERGENCY VEHICLE ACCESS EASEMENT
 - (R) RADIAL LINE
 - DIMENSION POINT, NOTHING FOUND OR SET
 - ⊗ SET 3/4" IRON PIPE TAGGED "LS 7820"
 - ⊗ SET 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 7820" 2.0' FROM PROPERTY CORNER
 - ⊗ SET BRASS MONUMENT IN STANDARD CITY OF ROSEVILLE MONUMENT WELL STAMPED L.S. 7820
 - ⊗ FND 3/4" IRON PIPE TAGGED "LS 7820" PER DD BM 26
 - ⊗ FND BRASS MONUMENT IN STANDARD CITY OF ROSEVILLE MONUMENT WELL STAMPED "LS 7820" PER DD BM 26
 - (1) DD BM 26

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL TO THE CENTERLINE OF VISTA GRANDE BOULEVARD, BEING N 61°49'02" E AND ESTABLISHED BY MONUMENTS FOUND AS SHOWN HEREON PER DD BM 26.

PLAT OF
SIERRA VISTA VILLAGE JM-03A-PHASE 1
SUBDIVISION NO.: 2012PL-038
ALL OF LOT 19 AS SHOWN ON THE LARGE LOT SUBDIVISION MAP OF "THE VILLAGES AT SIERRA VISTA" FILED IN BOOK DD OF MAPS, AT PAGE 26.
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CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
DECEMBER, 2018
BAKER WILLIAMS ENGINEERING GROUP
SCALE: 1" = 100'



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	19.67'	S 64° 43' 10" W
L2	21.59'	S 64° 43' 10" W

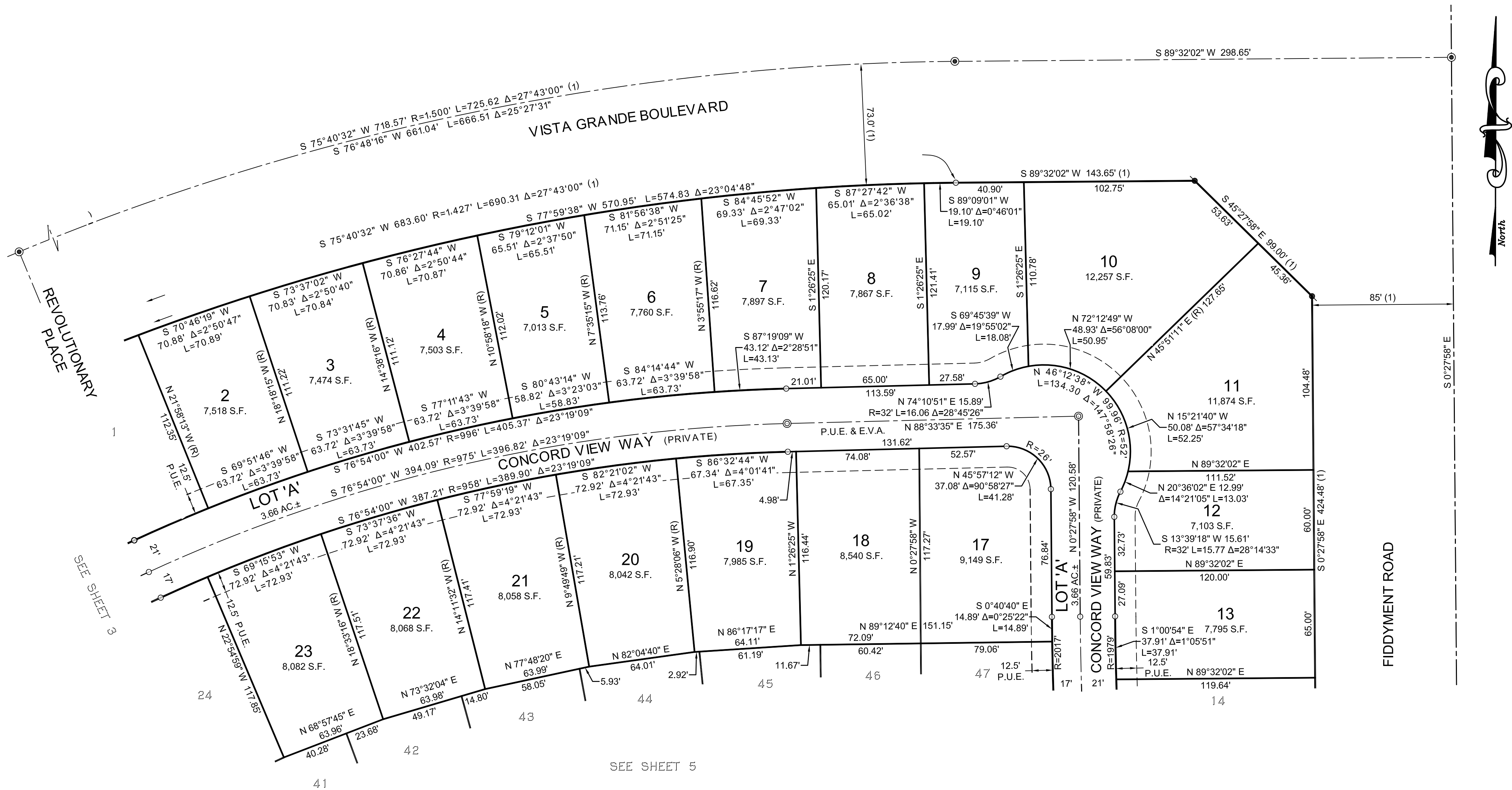
CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	15.77'	32.00'	28°14'33"	N 78°56'19" E	15.61'
C2	49.23'	304.00'	9°16'41"	N 60°10'41" E	49.17'
C3	52.63'	325.00'	9°16'41"	N 60°10'41" E	52.57'
C4	55.38'	342.00'	9°16'41"	N 60°10'41" E	55.32'
C12	163.90'	992.00'	9°28'00"	N 19°15'05" W	163.72'
C24	19.17'	22.00'	49°55'28"	N 39°48'03" E	18.57'
C25	3.50'	5.00'	40°07'09"	N 5°13'15" W	3.43'
C26	3.50'	5.00'	40°07'09"	S 45°20'24" E	3.43'
C27	18.95'	22.00'	49°21'35"	N 89°55'14" E	18.37'

PLAT OF
SIERRA VISTA VILLAGE JM-03A-PHASE 1
SUBDIVISION NO.: 2012PL-038
ALL OF LOT 19 AS SHOWN ON THE LARGE LOT SUBDIVISION MAP OF "THE VILLAGES AT SIERRA VISTA" FILED IN BOOK DD OF MAPS, AT PAGE 26.
LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
DECEMBER, 2018
BAKER WILLIAMS ENGINEERING GROUP

SHEET 3 OF 8

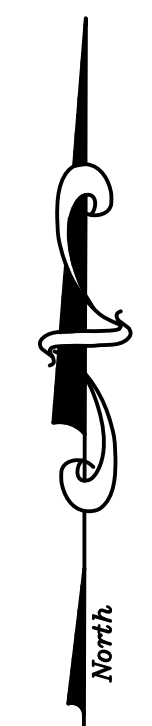
SEE SHEET 2 FOR NOTES, LEGEND
AND BASIS-OF-BEARINGS

JOB NO. 14-07-026



PLAT OF
SIERRA VISTA VILLAGE JM-03A-PHASE 1
SUBDIVISION NO.: 2012PL-038
ALL OF LOT 19 AS SHOWN ON THE LARGE LOT SUBDIVISION MAP OF "THE VILLAGES AT SIERRA VISTA" FILED IN BOOK DD OF MAPS, AT PAGE 26.
LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
DECEMBER, 2018
SCALE: 1" = 40'
BAKER WILLIAMS ENGINEERING GROUP

SEE SHEET 2 FOR NOTES, LEGEND
AND BASIS-OF-BEARINGS



SEE SHEET 6

SEE SHEET 4

LOT 20
DD BM 26

VISTA GRANDE
BOULEVARD

FIDDYMENT ROAD

PLAT OF
SIERRA VISTA VILLAGE JM-03A-PHASE 1

SUBDIVISION NO.: 2012PL-038

ALL OF LOT 19 AS SHOWN ON THE LARGE LOT SUBDIVISION MAP OF "THE
VILLAGES AT SIERRA VISTA" FILED IN BOOK DD OF MAPS, AT PAGE 26.

LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.

CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

DECEMBER, 2018

SCALE: 1" = 40'

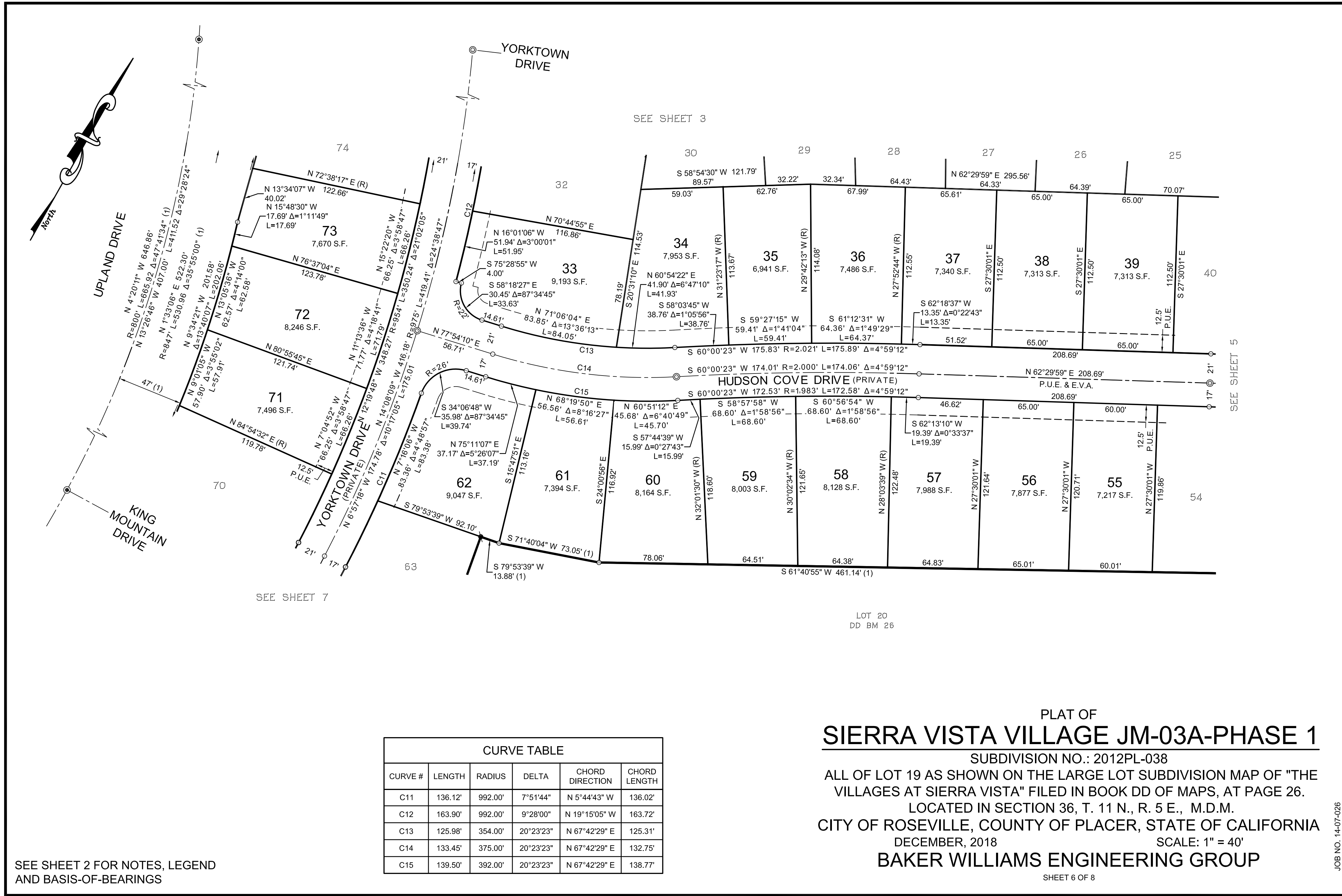
BAKER WILLIAMS ENGINEERING GROUP

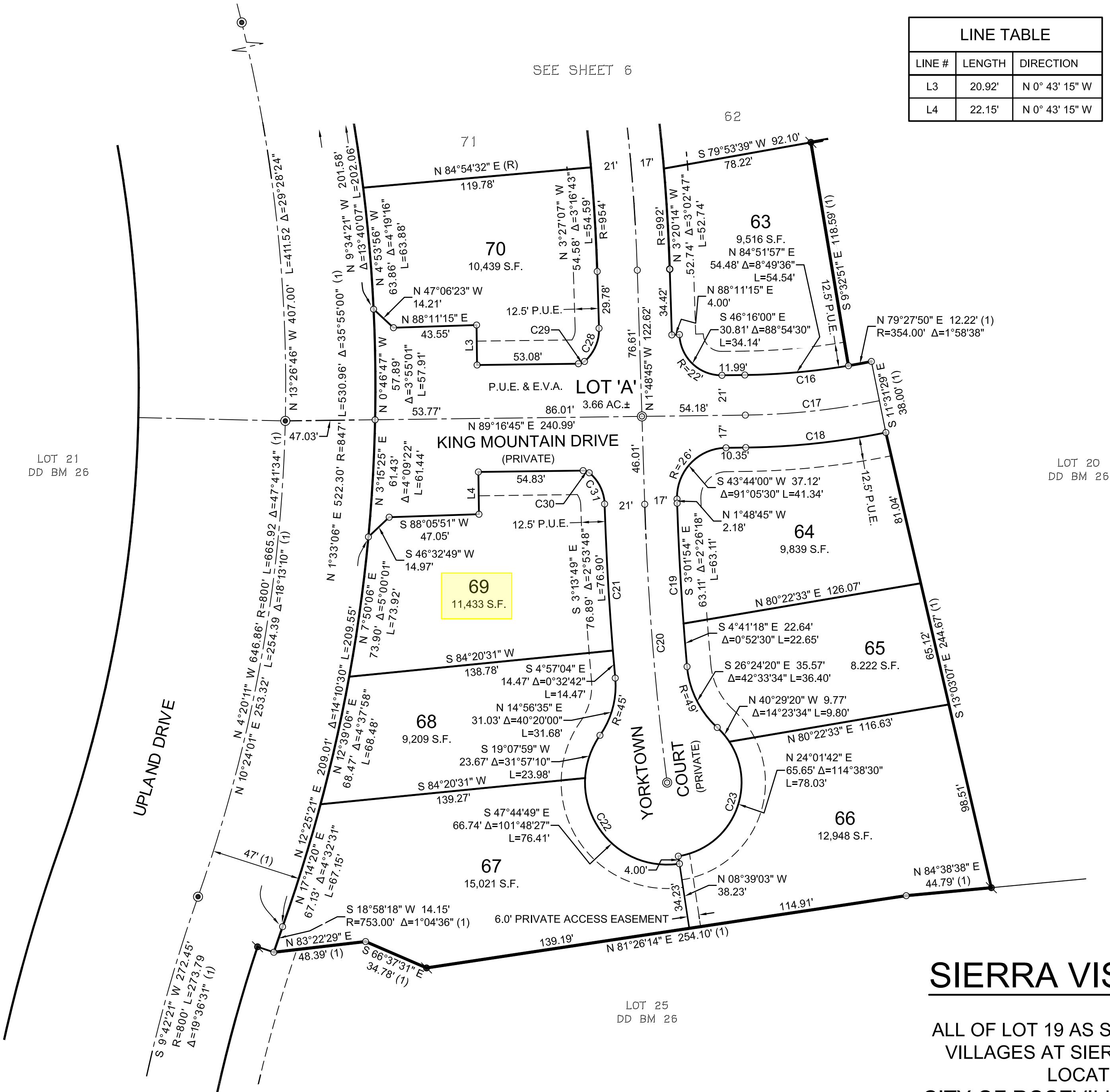
SHEET 5 OF 8

SEE SHEET 2 FOR NOTES, LEGEND
AND BASIS-OF-BEARINGS

JOB NO. 14-07-026

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C5	105.74'	2,017.00'	3°00'14"	S 1°58'05" E	105.73'
C6	141.45'	2,000.00'	4°03'08"	S 2°29'32" E	141.42'
C7	139.97'	1,979.00'	4°03'08"	S 2°29'32" E	139.94'
C8	133.92'	2,000.00'	3°50'12"	N 2°20'20" W	133.90'
C9	143.04'	2,000.00'	4°05'52"	N 2°28'10" W	143.01'
C10	144.55'	2,021.00'	4°05'52"	N 2°28'10" W	144.51'





LINE TABLE		
LINE #	LENGTH	DIRECTION
L3	20.92'	N 0° 43' 15" W
L4	22.15'	N 0° 43' 15" W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C16	66.75'	354.00'	10°48'14"	N 83°52'38" E	66.65'
C17	70.71'	375.00'	10°48'14"	N 83°52'38" E	70.61'
C18	73.92'	392.00'	10°48'14"	N 83°52'38" E	73.81'
C19	85.76'	1,483.00'	3°18'47"	S 3°28'09" E	85.74'
C20	146.27'	1,500.00'	5°35'14"	S 4°36'22" E	146.22'
C21	91.36'	1,521.00'	3°26'30"	S 3°30'10" E	91.35'
C22	100.39'	43.00'	133°45'37"	S 31°46'14" E	79.09'
C23	87.83'	39.00'	129°02'04"	N 16°49'55" E	70.41'
C24	19.17'	22.00'	49°55'28"	N 39°48'03" E	18.57'
C28	19.57'	22.00'	50°58'21"	N 23°40'25" E	18.93'
C29	3.50'	5.00'	40°07'09"	N 69°13'11" E	3.43'
C30	3.50'	5.00'	40°07'09"	N 70°39'40" W	3.43'
C31	18.75'	22.00'	48°49'11"	N 26°11'31" W	18.18'

PLAT OF
SIERRA VISTA VILLAGE JM-03A-PHASE 1
SUBDIVISION NO.: 2012PL-038

ALL OF LOT 19 AS SHOWN ON THE LARGE LOT SUBDIVISION MAP OF "THE VILLAGES AT SIERRA VISTA" FILED IN BOOK DD OF MAPS, AT PAGE 26.
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DECEMBER, 2018

BAKER WILLIAMS ENGINEERING GROUP

SHEET 7 OF 8

SEE SHEET 2 FOR NOTES, LEGEND AND BASIS-OF-BEARINGS

JOB NO. 14-07-026



Legend:
* DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON THE SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE HOMEOWNER.

Informational Sheet Only

THIS SHEET CONTAINS ADDITIONAL INFORMATION FOR INFORMATIONAL PURPOSES ONLY PURSUANT TO SECTION 66434.2 OF THE GOVERNMENT CODE.

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED BELOW SHALL BE FITTED WITH A SEWER BACKFLOW VALVE AS APPROVED BY THE CITY OF ROSEVILLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THERETO. THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING, OR ITS CONTENTS, DUE TO THE FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

PLAT OF
SIERRA VISTA VILLAGE JM-03A-PHASE 1
SUBDIVISION NO.: 2012PL-038

ALL OF LOT 19 AS SHOWN ON THE LARGE LOT SUBDIVISION MAP OF "THE VILLAGES AT SIERRA VISTA" FILED IN BOOK DD OF MAPS, AT PAGE 26.

LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

DECEMBER, 2018
BAKER WILLIAMS ENGINEERING GROUP

RESOLUTION NO. 18-506

APPROVING A SUBDIVISION AGREEMENT FOR THE SIERRA VISTA VILLAGE JM-03A - PHASE 1 SUBDIVISION, BY AND BETWEEN THE CITY OF ROSEVILLE AND JOHN MOURIER CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Subdivision Agreement for the Sierra Vista Village JM-03A - Phase 1 Subdivision, by and between the City of Roseville and John Mourier Construction, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**RECORDING REQUESTED BY AND WHEN
RECORDED, PLEASE RETURN TO:**

**City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678**

SUBDIVISION AGREEMENT

SIERRA VISTA VILLAGE JM-03A - PHASE 1 SUBDIVISION

THIS AGREEMENT, made and entered into this ____ day of _____,
20__, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and John
Mourier Construction, Inc., a California corporation, ("SUBDIVIDER"),

WITNESSETH:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville,
County of Placer, known as "Sierra Vista Village JM-03A- Phase 1 Subdivision" (Subdivision
no. 2012PL-038; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning
Commission on the 12th day of December, 2013, and the final map of the Subdivision has been
approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in
Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer
County Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the
subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement

between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by Baker Williams Engineering, dated October 2, 2018 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before December 31, 2019, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$ 2,437,126.00. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15

(commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its

improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY. SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, SUBDIVIDER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of SUBDIVIDER 's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

SUBDIVIDER's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE

LIMITS OF LIABILITY

General Liability

\$2,000,000 per occurrence

\$3,000,000 aggregate

Personal Injury:

\$2,000,000 per occurrence

\$3,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

a. Form. SUBDIVIDER shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. SUBDIVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. SUBDIVIDER shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply

on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

f. Waiver of Subrogation. SUBDIVIDER hereby agrees to waive subrogation which any insurer of SUBDIVIDER may acquire from SUBDIVIDER by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by SUBDIVIDER, its employees, agents and subcontractors.

g. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve SUBDIVIDER of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be

brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith

purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

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

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

Steve Schnable
John Mourier Construction, Inc.
1430 Blue Oaks Blvd., Suite 190
Roseville, CA 95747

Either party may amend its address by giving written notice to the other.

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

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

CITY OF ROSEVILLE, a
municipal corporation,

JOHN MOURIER CONSTRUCTION,
INC., a California corporation

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: President

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

and

BY: _____

BY: _____

SONIA OROZCO
City Clerk

its: _____

(NOTARIZATION REQUIRED)

APPROVED AS TO FORM:

BY: _____

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: _____

MARC STOUT
City Engineer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer

On 11-8-18 before me, Karen Headley a Notary Public, personally appeared John L. Mowse III, 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:

Name:

(Typed or Printed)

(Seal)



BAKER-WILLIAMS ENGINEERING GROUP

6020 Rutland Drive Suite 19
 Carmichael, Ca 95628
 (916)-331-4336 Fax (916)-331-4430

October 18, 2018

JOB # 14-07-026

Cost Estimate Sierra Vista JM-3 Phase 1-(83 Lots)

	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	STREET PAVEMENT 3" AC ON 8" AB	101,586 SF	\$ 4.50	\$ 457,137.00
2	STREET PAVEMENT 4" AC ON 8.5" AB	5,624 SF	\$ 6.00	\$ 33,744.00
3	ROLLED CURB AND GUTTER	6,707 LF	\$ 17.00	\$ 114,019.00
4	VERTICAL CURB AND GUTTER	371 LF	\$ 28.00	\$ 10,388.00
5	BARRIER CURB	294 LF	\$ 27.00	\$ 7,938.00
6	4' SIDEWALK	15,476 SF	\$ 6.00	\$ 92,856.00
7	STREET SIGN	4 EA	\$ 525.00	\$ 2,100.00
8	STRIPING & SIGNAGE	1 JOB	\$ 9,600.00	\$ 9,600.00
9	6' MASONRY SOUND WALL	176 LF	\$ 100.00	\$ 17,600.00
10	REMOVE STREET BARRICADE	2 EA	\$ 500.00	\$ 1,000.00
11	STREET BARRICADE	2 EA	\$ 1,500.00	\$ 3,000.00
12	JOINT TRENCH	83 EA	\$ 3,300.00	\$ 273,900.00
13	MONUMENT WELLS	11 EA	\$ 900.00	\$ 9,900.00
14	LOT MONUMENTATION	83 LOTS	\$ 100.00	\$ 8,300.00
15	POST AND CABLE FENCE	390 LF	\$ 25.00	\$ 9,750.00
16	MONUMENT WELLS	7 EA	\$ 900.00	\$ 6,300.00
17	EROSION CONTROL & MAINTENANCE	1 JOB	\$ 13,500.00	\$ 13,500.00
17	RETAINING WALL	970 LF	\$ 45.00	\$ 43,650.00
SUB TOTAL				\$ 1,114,682.00

DRAINAGE SYSTEM

	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	TYPE C DRAIN INLET	24 EA	\$ 2,800.00	\$ 67,200.00
2	12" RCP CL IV	315 LF	\$ 65.00	\$ 20,475.00
3	15" RCP CL IV	422 LF	\$ 65.00	\$ 27,430.00
4	18" RCP CL IV	1,036 LF	\$ 67.00	\$ 69,412.00
5	24" RCP CL IV	350 LF	\$ 91.00	\$ 31,850.00
6	30" RCP CL IV	386 LF	\$ 110.00	\$ 42,460.00
7	36" RCP CL IV	386 LF	\$ 150.00	\$ 57,900.00
8	42" RCP CL IV	78 LF	\$ 160.00	\$ 12,480.00
9	48" FLAT TOP MANHOLE	11 EA	\$ 4,700.00	\$ 51,700.00
10	60" FLAT TOP MANHOLE	2 EA	\$ 5,650.00	\$ 11,300.00
11	72" FLAT TOP MANHOLE	3 EA	\$ 7,250.00	\$ 21,750.00
SUB TOTAL				\$ 413,957.00

BAKER-WILLIAMS ENGINEERING GROUP

6020 Rutland Drive Suite 19
Carmichael , Ca 95628
(916)-331-4336 Fax (916)-331-4430

SEWER SYSTEM

	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	VCP SEWER SERVICE	81 EA	\$ 1,500.00	\$ 121,500.00
2	DIP SEWER SERVICE	2 EA	\$ 4,250.00	\$ 8,500.00
3	6" VCP SEWER	3,349 LF	\$ 62.00	\$ 207,638.00
4	6" DIP SEWER	125 LF	\$ 120.00	\$ 15,000.00
5	TEMP. 48" SS MANHOLE	1 EA	\$ 7,650.00	\$ 7,650.00
6	48" SS MANHOLE	13 EA	\$ 7,650.00	\$ 99,450.00
SUB TOTAL				\$ 459,738.00

WATER SYSTEM

	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	WATER SERVICE	83 EA	\$ 2,100.00	\$ 174,300.00
2	8" PVC C900 CL150 WATER	1,296 LF	\$ 50.00	\$ 64,800.00
3	12" PVC C900 CL150 WATER	1,068 LF	\$ 65.00	\$ 69,420.00
4	12" PVC C900 CL200 WATER	1,359 LF	\$ 88.00	\$ 119,592.00
5	12" VALVE	6 EA	\$ 3,550.00	\$ 21,300.00
6	8" VALVE	3 EA	\$ 2,550.00	\$ 7,650.00
7	2" BLOW OFF	3 EA	\$ 2,500.00	\$ 7,500.00
8	CONNECT TO EXISTING WATER MAIN	2 EA	\$ 4,250.00	\$ 8,500.00
9	FIRE HYDRANT ASSEMBLY	7 EA	\$ 8,950.00	\$ 62,650.00
SUB TOTAL				\$ 227,192.00

TOTAL	\$ 2,215,569.00
10% CONT.	\$ 221,556.90
GRAND TOTAL	\$ 2,437,125.90



COUNCIL COMMUNICATION

CC #: 9694

File #: 0400-07 & 0400-04-12-1

Title: Sierra Vista Village JM-20A - Phase 1 Final Map and Subdivision Agreement

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

Meeting Date: 12/19/2018

Item #: 6.10.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept on behalf of the public, subject to improvement, the rights of way and the easements offered thereon.
2. Adopt the attached resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services, Engineering section, has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met.

This map will be creating 88 residential lots.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ECONOMIC DEVELOPMENT / JOBS CREATED

The sale of new homes will be the results of the acceptance of this map, creating jobs associated with the construction of these future residences.

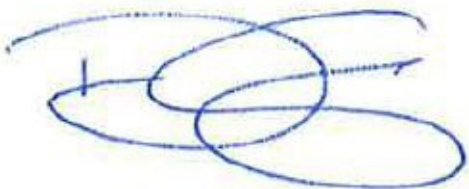
ENVIRONMENTAL REVIEW

Pursuant to the City of Roseville CEQA Implementing Procedures and the California Environmental Quality Act (CEQA) this project is consistent with the Sierra Vista Specific Plan FEIR (SCH# 2008032017) and the Mitigated Negative Declaration (MND) and associated Mitigation Monitoring Program approved by the City of Roseville on June 6, 2012. No further environmental review is required.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Final Map

Resolution No. 18-507

Subdivision Agreement

OWNER'S STATEMENT:

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTERESTS IN THE REAL PROPERTY INCLUDED WITHIN THIS PLAT OF "SIERRA VISTA VILLAGE JM-20A - PHASE 1" SHOWN UPON THIS MAP AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS MAP AND OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

- (A) PUBLIC EASEMENTS FOR INSTALLATION AND MAINTENANCE OF BUT NOT LIMITED TO WATER, GAS AND SEWER PIPES, AND FOR POLES AND OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE DRIVES, STREETS AND COURTS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).
- (B) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF UNDERGROUND DRAIN PIPELINES, TOGETHER WITH ANY AND APPURTENANCES THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED DRAINAGE EASEMENT (D.E.).
- (C) PUBLIC EASEMENT FOR PEDESTRIAN INGRESS AND EGRESS, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, ON, OVER, UNDER AND ACROSS LOT 33 SHOWN HEREON AND DESIGNATED "PUBLIC ACCESS EASEMENT" (P.E.).

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY DEDICATED IN FEE FOR PUBLIC PURPOSES:

- (A) AS PUBLIC RIGHT-OF-WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS MONARCH GROVE STREET, SWALLOWTAIL DRIVE, SWALLOWTAIL COURT , METALMARK STREET, GOSSAMER STREET, MARINE BLUE COURT, DAGGERWING DRIVE, AND DAGGERWING COURT.

JOHN MOURIER CONSTRUCTION, INC., A CALIFORNIA CORPORATION

BY: _____
PRINT NAME:
TITLE:

BY: _____
PRINT NAME:
TITLE:

NOTARY ACKNOWLEDGEMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF PLACER

ON _____, 2018, BEFORE ME, _____ A NOTARY PUBLIC
(PRINT NAME AND TITLE OF OFFICER)

PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____
MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

NOTARY PUBLIC

PRINT NAME

PLAT OF
SIERRA VISTA VILLAGE JM-20A - PHASE 1

SUBDIVISION NO.: 2012PL-038

ALL OF RESULTANT LOT 15 AS SHOWN ON CERTIFICATE OF COMPLIANCE
FOR LOT LINE ADJUSTMENT - 2018-0019145.

LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.

CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

NOVEMBER, 2018

BAKER WILLIAMS ENGINEERING GROUP

SHEET 1 OF 8

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS PLAT OF "SIERRA VISTA VILLAGE JM-20A - PHASE 1" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATED _____

MARC STOUT R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
EXPIRATION DATE 09/30/2020

I HEREBY STATE THAT I AM SATISFIED THAT THIS PLAT OF "SIERRA VISTA VILLAGE JM-20A - PHASE 1" IS TECHNICALLY CORRECT.

For Marc Stout, City Engineer, City of Roseville

DATED _____

TIMOTHY G. BLAIR
P.L.S. 8278 EXPIRATION DATE 12/31/2019



CITY CLERK'S STATEMENT:

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF ROSEVILLE HAS APPROVED THIS PLAT OF "SIERRA VISTA VILLAGE JM-20A - PHASE 1" AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE RIGHTS OF WAY AND EASEMENTS HEREON OFFERED FOR DEDICATION .

DATED _____

CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

SURVEYOR'S STATEMENT:

THIS MAP OF "SIERRA VISTA VILLAGE JM-20A - PHASE 1" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MOURIER LAND INVESTMENT CORP., IN FEBRUARY, 2016. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2020, THAT THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE _____

JOHN KARL JEFFRIES L.S. 7820
EXPIRES 12/31/2019



RECORDER'S STATEMENT:

ACCEPTED FOR RECORD AND FILED IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY, AT _____ MINUTES AFTER _____ O'CLOCK __ M. ON THE ____ DAY OF _____, 2018 AND RECORDED IN BOOK ____ OF MAPS, AT PAGE ____.

DOCUMENT NO. _____

COUNTY RECORDER OF PLACER COUNTY

FEE _____

BY: _____
DEPUTY

PLAT OF
SIERRA VISTA VILLAGE JM-20A - PHASE 1

SUBDIVISION NO.: 2012PL-038

ALL OF RESULTANT LOT 15 AS SHOWN ON CERTIFICATE OF COMPLIANCE
FOR LOT LINE ADJUSTMENT - 2018-0019145.

LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.

CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

NOVEMBER, 2018

SCALE: 1" = 100'

BAKER WILLIAMS ENGINEERING GROUP

SHEET 2 OF 8

NOTES:

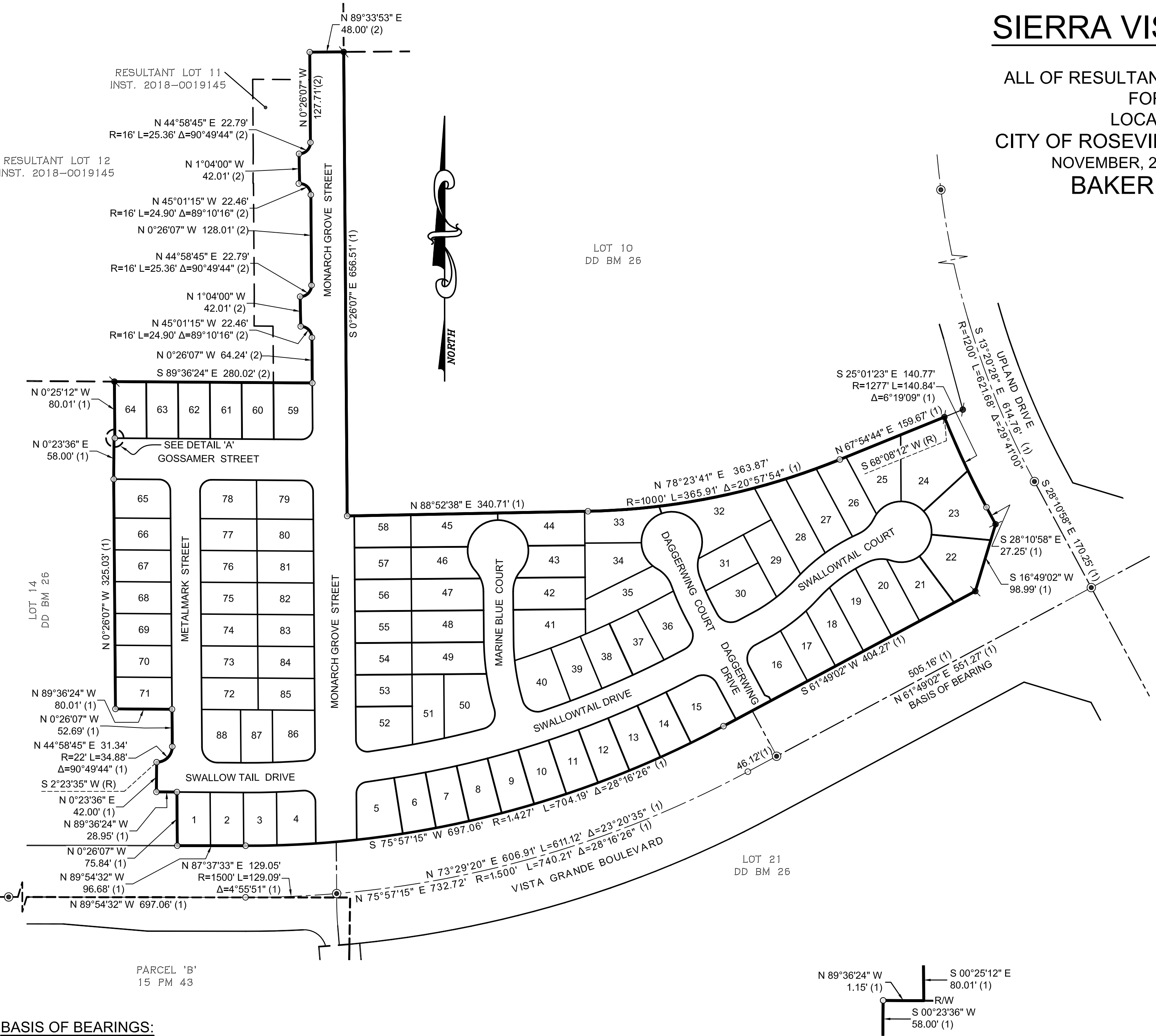
1. ALL BEARINGS ALONG CURVED LINES ARE CHORD MEASUREMENTS.
2. THIS SUBDIVISION CONTAINS 12.456 ACRES MORE OR LESS, CONTAINING 88 RESIDENTIAL LOTS NUMBERED 1-88.
3. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
4. A PRELIMINARY SOILS REPORT WAS PREPARED BY YOUNGDAHL CONSULTING GROUP, PROJECT NO. E133171.000 DATED SEPTEMBER 10, 2013. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF ROSEVILLE ENGINEERING DEPARTMENT (FILE NUMBER 308-810).
5. THERE IS AN EXISTING MAINTENANCE ACCESS EASEMENT WITHIN MONARCH GROVE STREET AND SWALLOWTAIL DRIVE PER DD BM 26.
6. ALL REAR PROPERTY CORNERS AND ANGLE POINTS SHALL BE MONUMENTED WITH A 5/8" REBAR WITH METAL CAP STAMPED "LS7820". IN THE EVENT OF A CONFLICT WITH A RETAINING WALL OR FENCE, A 3.0' WITNESS CORNER SHALL BE SET ONLINE.
7. ALL FRONT PROPERTY CORNERS SHALL BE MONUMENTED WITH A 1" BRASS DISK STAMPED "LS7820", 1.0' FROM PROPERTY CORNER INTO THE SIDEWALK ON A PROJECTION OF PROPERTY LINE AT FRONT AND/OR SIDE LOT LINES PRODUCED.

LEGEND:

- P.U.E. PUBLIC UTILITY EASEMENT
D.E. DRAINAGE EASEMENT
P.E. PUBLIC ACCESS EASEMENT
(R) RADIAL LINE
○ DIMENSION POINT, NOTHING FOUND OR SET
⊗ SET 3/4" IRON PIPE TAGGED L.S. 7820
⊗ SET 5/8" REBAR WITH CAP STAMPED "L.S. 7820"
2.0' FROM PROPERTY CORNER
⊙ SET BRASS MONUMENT IN STANDARD CITY OF
ROSEVILLE MONUMENT WELL STAMPED L.S. 7820
⊗ FND 3/4" IRON PIPE TAGGED "L.S. 7820" PER DD BM 26
⊙ FND BRASS MONUMENT IN STANDARD CITY OF ROSEVILLE
MONUMENT WELL STAMPED "L.S. 7820" PER DD BM 26
(1) RECORD PER DD BM 26
(2) RECORD PER INSTRUMENT NO. 2018-0019145

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL TO THE CENTERLINE
OF VISTA GRANDE BOULEVARD, BEING N 61°49'02" E AND ESTABLISHED BY
MONUMENTS FOUND AS SHOWN HEREON PER DD BM 26.



DETAIL 'A'

SCALE: 1"=5'

SUBDIVISION NO.: 2012PL-038

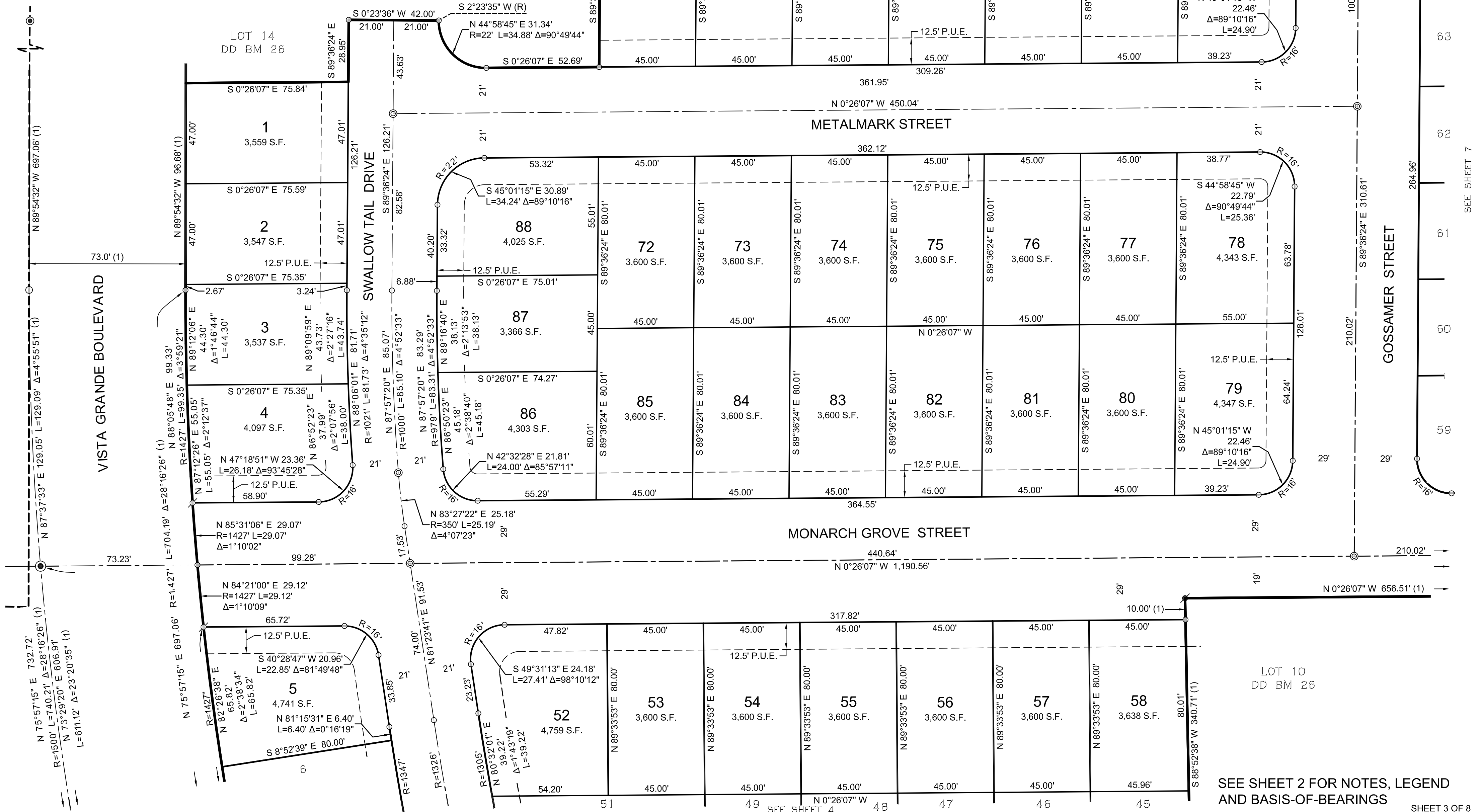
LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.

NOVEMBER, 2018

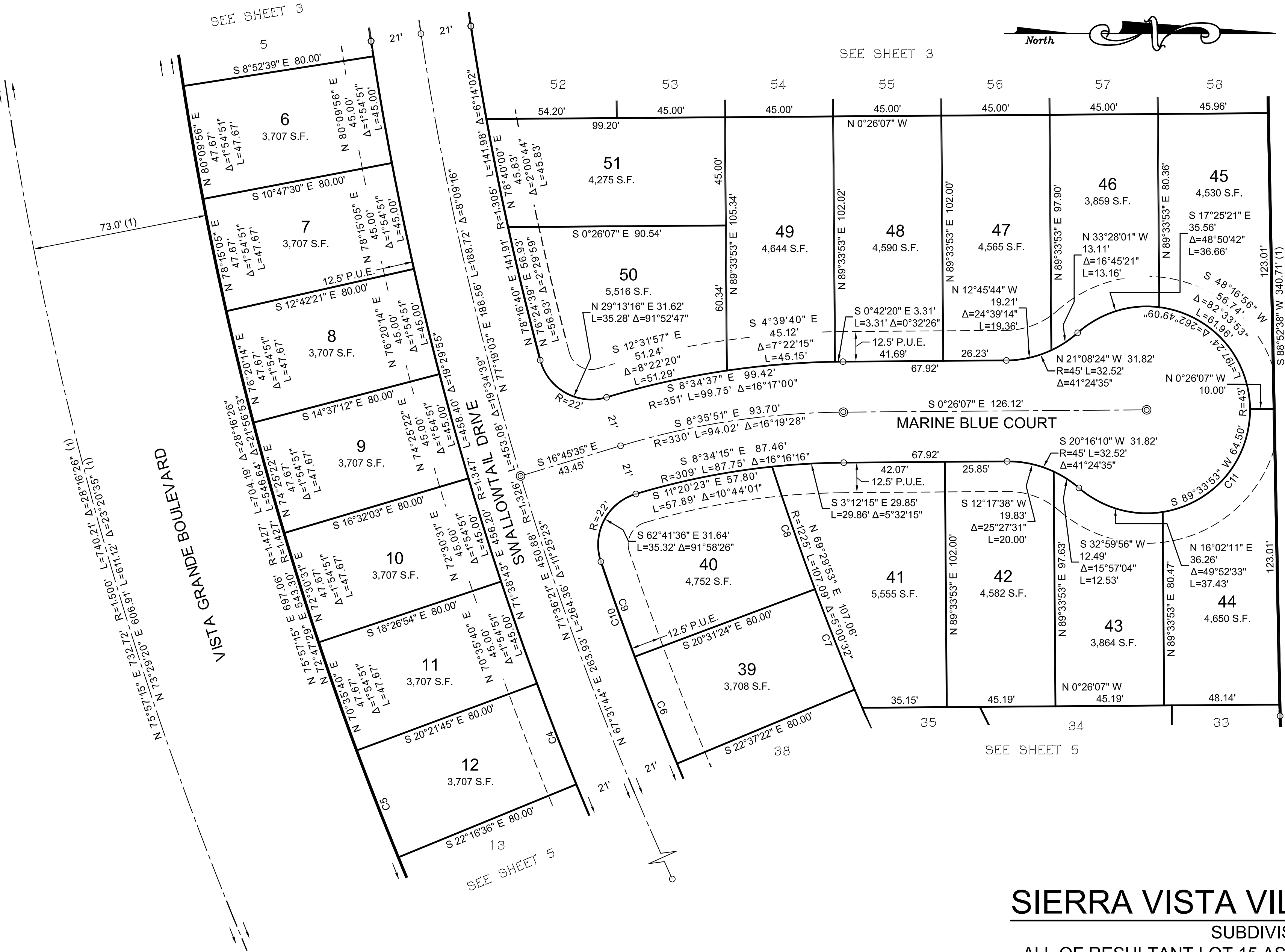
BAKER WILLIAMS ENGINEERING GROUP

SHEET 3 OF 8

SCALE: 1" = 30'

SEE SHEET 2 FOR NOTES, LEGEND
AND BASIS-OF-BEARINGS

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C4	45.00'	1,347.00'	1°54'51"	N 68°40'49" E	45.00'
C5	47.67'	1,427.00'	1°54'51"	N 68°40'49" E	47.67'
C6	47.82'	1,305.00'	2°05'58"	N 68°25'37" E	47.82'
C7	44.89'	1,225.00'	2°05'58"	N 68°25'37" E	44.89'
C8	54.00'	1,225.00'	2°31'33"	N 70°44'23" E	54.00'
C9	41.98'	1,305.00'	1°50'35"	N 70°23'53" E	41.97'
C10	216.43'	1,305.00'	9°30'08"	S 66°34'06" W	216.18'
C11	61.19'	43.00'	81°32'02"	N 49°40'06" W	56.16'



LOT 10
DD BM 26

PLAT OF
SIERRA VISTA VILLAGE JM-20A - PHASE 1
SUBDIVISION NO.: 2012PL-038
ALL OF RESULTANT LOT 15 AS SHOWN ON CERTIFICATE OF COMPLIANCE
FOR LOT LINE ADJUSTMENT - 2018-0019145.
LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
NOVEMBER, 2018
BAKER WILLIAMS ENGINEERING GROUP

SHEET 4 OF 8

JOB NO. 14-07-028

SEE SHEET 2 FOR NOTES, LEGEND
AND BASIS-OF-BEARINGS



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	7.78'	351.00'	1°16'14"	S 20°19'48" E	7.78'
C2	24.92'	45.00'	31°44'04"	S 3°53'57" E	24.61'
C3	7.77'	45.00'	9°53'25"	S 16°54'47" W	7.76'
C12	29.89'	1,225.00'	1°23'52"	N 62°30'58" E	29.88'
C13	137.37'	1,000.00'	7°52'15"	N 79°09'38" E	137.26'
C14	365.91'	1,000.00'	20°57'54"	N 78°23'41" E	363.87'
C15	46.02'	1,000.00'	2°38'13"	N 73°54'23" E	46.02'
C16	100.90'	1,000.00'	5°46'53"	N 85°59'12" E	100.86'

PLAT OF
SIERRA VISTA VILLAGE JM-20A - PHASE 1
SUBDIVISION NO.: 2012PL-038
ALL OF RESULTANT LOT 15 AS SHOWN ON CERTIFICATE OF COMPLIANCE
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LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
NOVEMBER, 2018
BAKER WILLIAMS ENGINEERING GROUP



SEE SHEET 2 FOR NOTES, LEGEND
AND BASIS-OF-BEARINGS

PLAT OF
SIERRA VISTA VILLAGE JM-20A - PHASE 1

SUBDIVISION NO.: 2012PL-038

ALL OF RESULTANT LOT 15 AS SHOWN ON CERTIFICATE OF COMPLIANCE
FOR LOT LINE ADJUSTMENT - 2018-0019145.

LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.

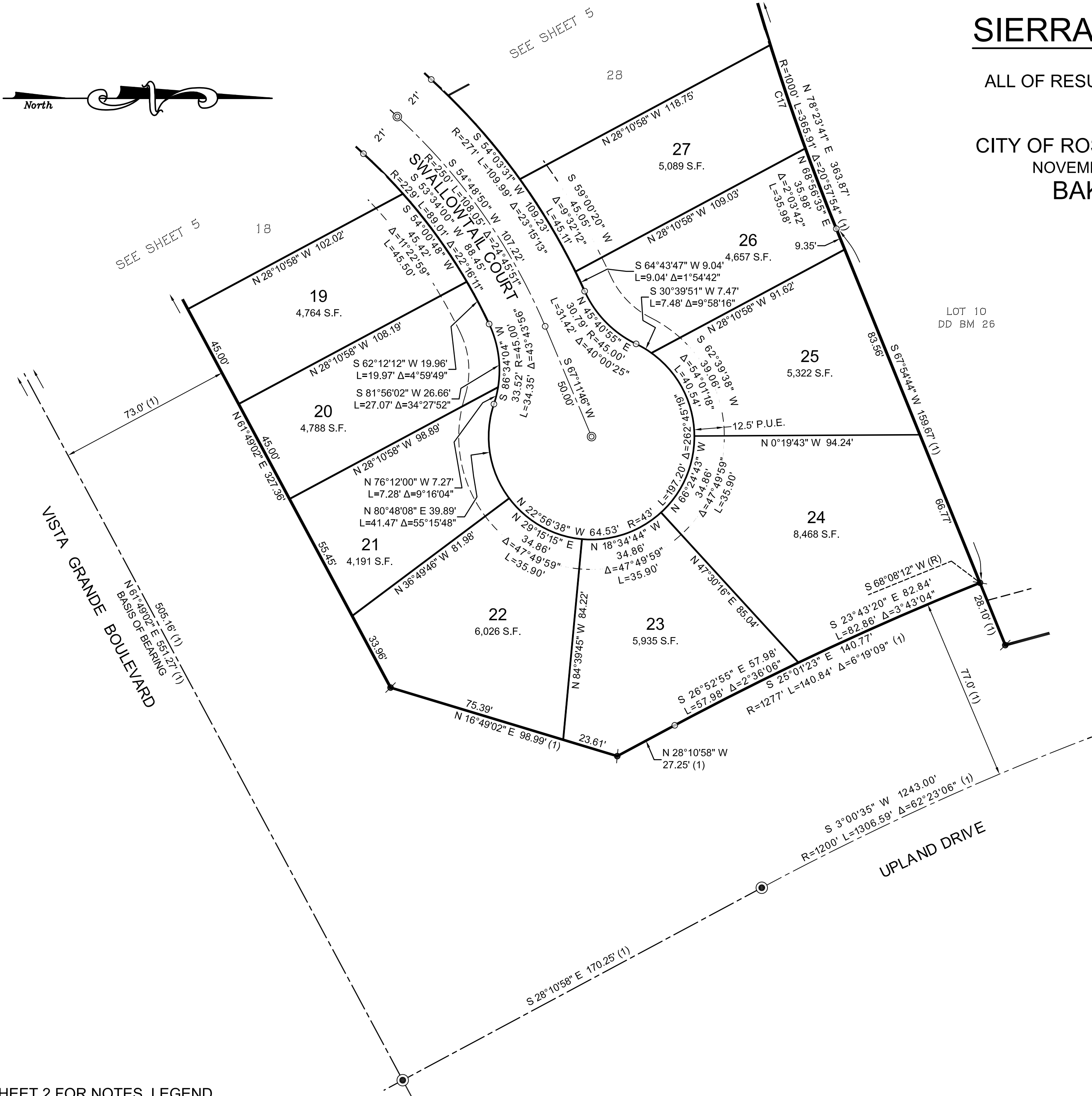
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

NOVEMBER, 2018

SCALE: 1" = 30'

BAKER WILLIAMS ENGINEERING GROUP

SHEET 6 OF 8



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C17	45.62'	1,000.00'	2°36'51"	N 71°16'51" E	45.62'

SEE SHEET 2 FOR NOTES, LEGEND
AND BASIS-OF-BEARINGS

PLAT OF
SIERRA VISTA VILLAGE JM-20A - PHASE 1

SUBDIVISION NO.: 2012PL-038
ALL OF RESULTANT LOT 15 AS SHOWN ON CERTIFICATE OF COMPLIANCE
FOR LOT LINE ADJUSTMENT - 2018-0019145.

LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
NOVEMBER, 2018

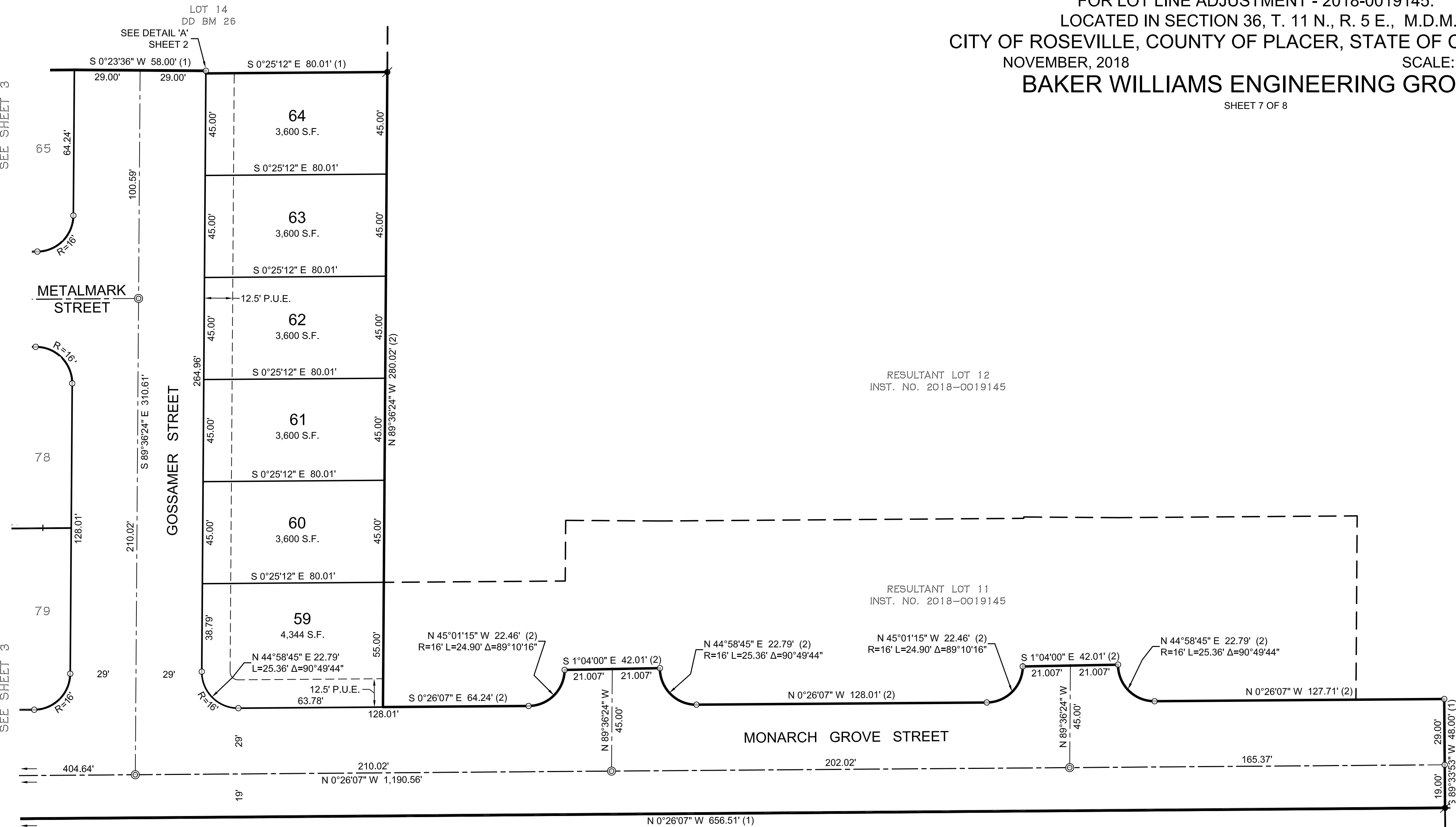
BAKER WILLIAMS ENGINEERING GROUP

SCALE: 1" = 30'

SHEET 7 OF 8

RESULTANT LOT 12
INST. NO. 2018-0019145

RESULTANT LOT 11
INST. NO. 2018-0019145



SEE SHEET 2 FOR NOTES, LEGEND
AND BASIS-OF-BEARINGS

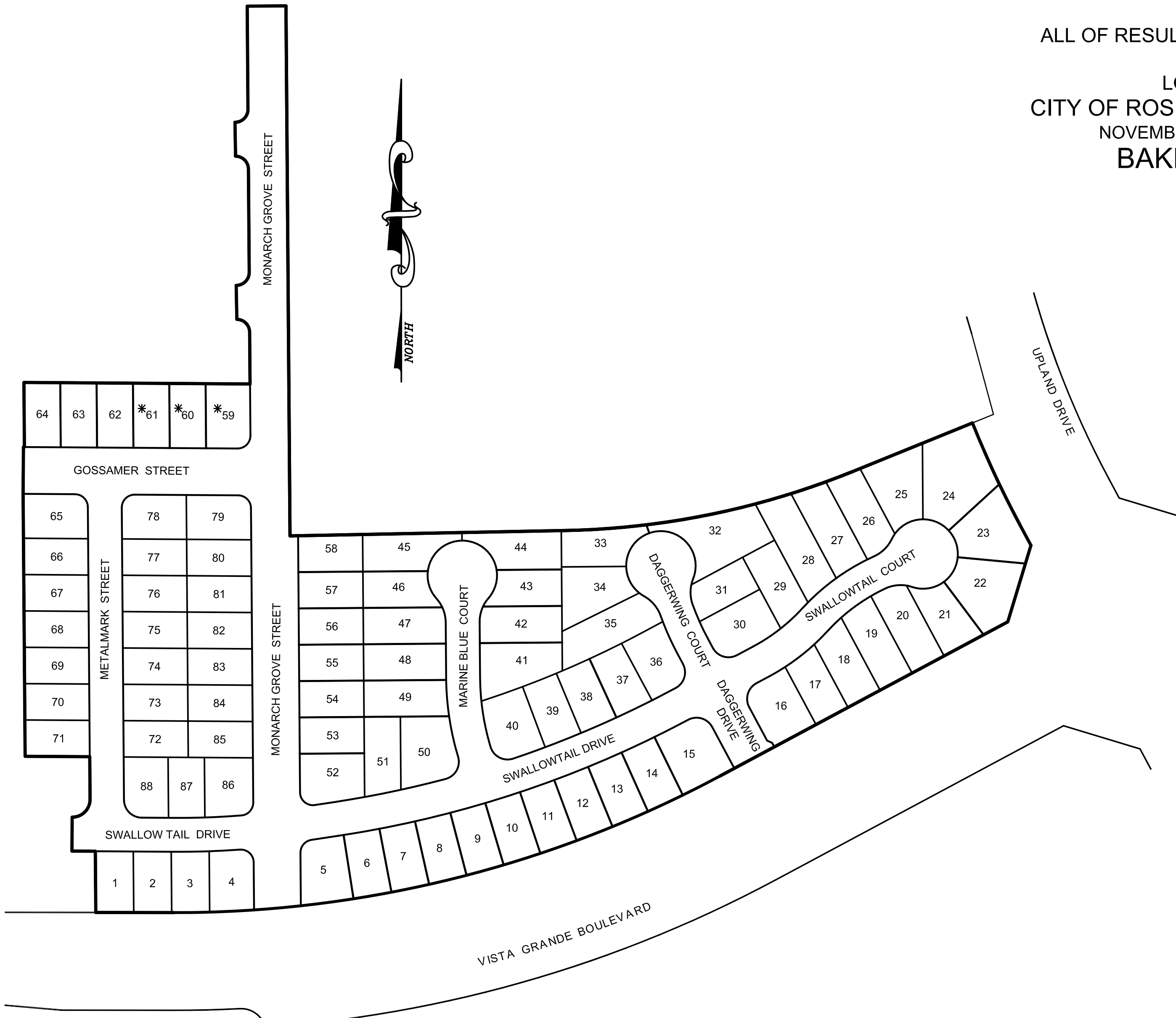
PLAT OF
SIERRA VISTA VILLAGE JM-20A - PHASE 1

SUBDIVISION NO.: 2012PL-038
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LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
NOVEMBER, 2018

BAKER WILLIAMS ENGINEERING GROUP

SHEET 8 OF 8



Legend:
* DENOTES SEWER BACKFLOW PREVENTER VALVE
REQUIRED ON THE SANITARY SEWER CONNECTION BY
THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND
MAINTAINED THEREAFTER BY THE HOMEOWNER.

Informational Sheet Only

THIS SHEET CONTAINS ADDITIONAL INFORMATION FOR INFORMATIONAL PURPOSES ONLY
PURSUANT TO SECTION 66434.2 OF THE GOVERNMENT CODE.

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED BELOW
SHALL BE FITTED WITH A SEWER BACKFLOW VALVE AS APPROVED BY THE CITY OF
ROSEVILLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO
MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THERETO. THE CITY OF
ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE
VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING
TO ANY SUCH DWELLING, OR ITS CONTENTS, DUE TO THE FAILURE OF THE VALVE FOR ANY
REASON WHATSOEVER.

RESOLUTION NO. 18-507

APPROVING A SUBDIVISION AGREEMENT FOR THE SIERRA VISTA VILLAGE JM-20A - PHASE 1 SUBDIVISION, BY AND BETWEEN THE CITY OF ROSEVILLE AND JOHN MOURIER CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Subdivision Agreement for the Sierra Vista Village JM-20A - Phase 1 Subdivision, by and between the City of Roseville and John Mourier Construction, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**RECORDING REQUESTED BY AND WHEN
RECORDED, PLEASE RETURN TO:**

**City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678**

SUBDIVISION AGREEMENT

SIERRA VISTA VILLAGE JM-20A – PHASE 1 SUBDIVISION

THIS AGREEMENT, made and entered into this ____ day of _____,
20__, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and John
Mourier Construction, Inc., a California corporation, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville,
County of Placer, known as "Sierra Vista Village JM-20A – Phase 1 Subdivision" (Subdivision
no. 2012PL-038; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning
Commission on the 12th day of December, 2013, and the final map of the Subdivision has been
approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in
Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer
County Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the
subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement

between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by Baker Williams Engineering Group, dated July 23, 2018 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before December 31, 2020, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$ 2,545,594.00. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15

(commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its

improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY. SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, SUBDIVIDER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of SUBDIVIDER 's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

SUBDIVIDER's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE

General Liability

Automobile Liability

LIMITS OF LIABILITY

\$2,000,000 per occurrence

\$3,000,000 aggregate

Personal Injury:

\$2,000,000 per occurrence

\$3,000,000 aggregate

\$1,000,000 combined single limit

a. Form. SUBDIVIDER shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. SUBDIVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. SUBDIVIDER shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply

on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

f. Waiver of Subrogation. SUBDIVIDER hereby agrees to waive subrogation which any insurer of SUBDIVIDER may acquire from SUBDIVIDER by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by SUBDIVIDER, its employees, agents and subcontractors.

g. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve SUBDIVIDER of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be

brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith

purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

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

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

Steve Schnable
John Mourier Construction, Inc.
1430 Blue Oaks Blvd., Suite 190
Roseville, CA 95747

Either party may amend its address by giving written notice to the other.

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

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

CITY OF ROSEVILLE, a
municipal corporation,

JOHN MOURIER CONSTRUCTION,
INC., a California corporation

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: President

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

and

BY: _____

BY: _____

SONIA OROZCO
City Clerk

its: _____

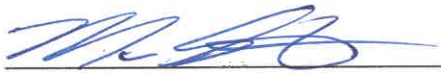
APPROVED AS TO FORM:

(NOTARIZATION REQUIRED)

BY: _____

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY:  _____

MARC STOUT
City Engineer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA
County of PLACER

On 11-8-18 before me, Karen Headley a Notary Public, personally appeared John L. Moulner III, 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]

Name: Karen Headley

(Typed or Printed)

(Seal)



BAKER-WILLIAMS ENGINEERING GROUP

6020 Rutland Drive Suite 19
 Carmichael, Ca 95628
 (916)-331-4336 Fax (916)-331-4430

September 25, 2018

JOB # 14-07-028

Sierra Vista JM-20 Phase 1-(88 Lots)

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	MOBILIZATION	1 JOB	\$ 5,000.00	\$ 5,000.00
2	STREET PAVEMENT 3" AC ON 8" AB	45,492 SF	\$ 4.50	\$ 204,714.00
3	STREET PAVEMENT 4" AC ON 8.5" AB	46,794 SF	\$ 6.00	\$ 280,764.00
4	ROLLED CURB AND GUTTER	4,513 LF	\$ 17.00	\$ 76,721.00
5	VERTICAL CURB AND GUTTER	745 LF	\$ 28.00	\$ 20,860.00
6	SIDEWALK	19,451 SF	\$ 6.00	\$ 116,706.00
7	STREET SIGN	7 EA	\$ 525.00	\$ 3,675.00
8	STRIPING	1 JOB	\$ 10,670.00	\$ 10,670.00
9	REMOVE STREET BARRICADE	2 EA	\$ 500.00	\$ 1,000.00
10	STREET BARRICADE	5 EA	\$ 1,500.00	\$ 7,500.00
11	SIDEWALK BARRICADE	5 EA	\$ 995.00	\$ 4,975.00
12	JOINT TRENCH	88 EA	\$ 3,300.00	\$ 290,400.00
13	MONUMENT WELLS	11 EA	\$ 900.00	\$ 9,900.00
14	LOT MONUMENTATION	88 EA	\$ 100.00	\$ 8,800.00
15	EROSION CONTROL & MAINTENANCE	1 JOB	\$ 15,000.00	\$ 15,000.00
SUB TOTAL				\$ 1,056,685.00

DRAINAGE SYSTEM

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	TYPE C DRAIN INLET	15 EA	\$ 2,800.00	\$ 42,000.00
2	12" RCP CL IV	365 LF	\$ 65.00	\$ 23,725.00
3	15" RCP CL IV	464 LF	\$ 65.00	\$ 30,160.00
4	18" RCP CL IV	802 LF	\$ 67.00	\$ 53,734.00
5	24" RCP CL IV	211 LF	\$ 91.00	\$ 19,201.00
6	30" RCP CL IV	330 LF	\$ 110.00	\$ 36,300.00
7	36" RCP CL IV	80 LF	\$ 150.00	\$ 12,000.00
8	48" SD MANHOLE	3 EA	\$ 4,700.00	\$ 14,100.00
9	48" FLAT TOP MANHOLE	6 EA	\$ 4,700.00	\$ 28,200.00
10	60" SD FLAT TOP MANHOLE	1 EA	\$ 5,650.00	\$ 5,650.00
11	60" SD MANHOLE	1 EA	\$ 5,650.00	\$ 5,650.00
12	72" SD MANHOLE	1 EA	\$ 6,950.00	\$ 6,950.00
13	24" CSP RISER	1 EA	\$ 2,950.00	\$ 2,950.00
14	30" CSP RISER	1 EA	\$ 3,250.00	\$ 3,250.00
15	42" CSP RISER	1 EA	\$ 3,850.00	\$ 3,850.00
SUB TOTAL				\$ 287,720.00

BAKER-WILLIAMS ENGINEERING GROUP

6020 Rutland Drive Suite 19
Carmichael , Ca 95628
(916)-331-4336 Fax (916)-331-4430

SEWER SYSTEM

	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	SEWER SERVICE	88 EA	\$ 1,500.00	\$ 132,000.00
2	6" VCP SEWER	2,912 LF	\$ 62.00	\$ 180,544.00
3	8" VCP SEWER	71 LF	\$ 68.00	\$ 4,828.00
4	6" DIP SEWER	90 LF	\$ 120.00	\$ 10,800.00
5	48" SS MANHOLE	12 EA	\$ 7,650.00	\$ 91,800.00
6	48" TEMP. SS MANHOLE	1 EA	\$ 7,750.00	\$ 7,750.00
SUB TOTAL				\$ 427,722.00

WATER SYSTEM

	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	WATER SERVICE	88 EA	\$ 2,100.00	\$ 184,800.00
2	6" PVC C900 CL150 WATER	509 LF	\$ 46.00	\$ 23,414.00
3	6" PVC C900 CL200 WATER	172 LF	\$ 48.00	\$ 8,256.00
4	8" PVC C900 CL150 WATER	1,244 LF	\$ 50.00	\$ 62,200.00
5	8" PVC C900 CL200 WATER	238 LF	\$ 52.00	\$ 12,376.00
6	12" PVC C900 CL150 WATER	577 LF	\$ 65.00	\$ 37,505.00
7	12" PVC C900 CL200 WATER	941 LF	\$ 88.00	\$ 82,808.00
8	12" DIP CL350 WATER	40 LF	\$ 96.00	\$ 3,840.00
9	12" VALVE	8 EA	\$ 3,550.00	\$ 28,400.00
10	8" VALVE	9 EA	\$ 2,550.00	\$ 22,950.00
11	6" VALVE	1 EA	\$ 2,250.00	\$ 2,250.00
12	2" BLOW OFF	8 EA	\$ 2,500.00	\$ 20,000.00
13	CONNECT TO EXISTING WATER MAIN	2 EA	\$ 4,250.00	\$ 8,500.00
14	FIRE HYDRANT ASSEMBLY	5 EA	\$ 8,950.00	\$ 44,750.00
SUB TOTAL				\$ 542,049.00

TOTAL	\$ 2,314,176.00
10% CONT.	\$ 231,417.60
GRAND TOTAL	\$ 2,545,593.60



COUNCIL COMMUNICATION

CC #: 9696

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

Title: Westpark Phase 3 Village 13D - Final Map and Subdivision Agreement

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

Meeting Date: 12/19/2018

Item #: 6.11.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council take the following actions:

1. Approve the final map on file with the City Clerk and accept on behalf of the public, subject to improvement, Lots A & B and the rights of way and easements offered thereon, and approve the abandonment of the easement listed thereon.
2. Adopt the attached resolution to approve the Subdivision Agreement with KM Home Sacramento, Inc. and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services - Engineering section has reviewed the subject final map and has found that it is in conformance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met.

This final map will be creating 81 residential lots and 2 landscape lots.

FISCAL IMPACT

No fiscal impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

The sale of new homes will be the results of the acceptance of this map, creating jobs associated with the construction of these future residences.

ENVIRONMENTAL REVIEW

This project is consistent with the West Roseville Specific Plan EIR (SCH#2002082057) certified by the City of Roseville on February 4, 2004, and the EIR Addendum approved November 18, 2010. No further environmental review is required.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Final Map

Resolution No. 18-509

Subdivision Agreement

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "WESTPARK PHASE 3 VILLAGE 13D" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE TO PARTICULAR PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENT FOR PUBLIC PURPOSES:

- (A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS A & B AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT OF WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

AS PUBLIC RIGHT OF WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS ENCORE WAY, QUARTET AVENUE AND LOTS A AND B.

KB HOME SACRAMENTO, INC., A CALIFORNIA CORPORATION

NAME: LEO PANTOJA
TITLE: VICE PRESIDENT FORWARD PLANNING AND LAND DEVELOPMENT

NAME: MATT HOGAN
TITLE: VICE PRESIDENT OF OPERATIONS

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF **PLACER**

ON **11/12/2018** BEFORE ME, **Samantha Breinke**, A NOTARY PUBLIC

PERSONALLY APPEARED **Leo Pantoja and Matt Hogan** 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.

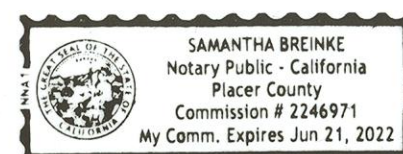
SIGNATURE

PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS **PLACER** COUNTY

MY COMMISSION EXPIRES: **Jun 21, 2022**

MY COMMISSION NUMBER: **2246971**

**FINAL MAP OF
WESTPARK PHASE 3 VILLAGE 13D
SUBDIVISION NO. 000147**

ALL OF LOT 229, AS SHOWN ON THE FINAL MAP OF "WESTPARK PHASE 3 VILLAGE 13C", SUBDIVISION NO. 000147, FILED ON OCTOBER 20, 2016 IN BOOK DD OF MAPS, AT PAGE 74, PLACER COUNTY RECORDS; SITUATED IN SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

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

NOVEMBER 2018

SHEET 1 OF 4 18463-13D

SURVEYOR'S STATEMENT

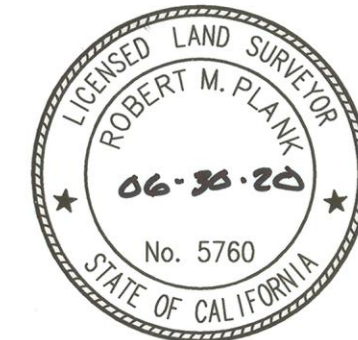
THIS FINAL MAP OF "WESTPARK PHASE 3 VILLAGE 13D" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF KB HOME SACRAMENTO, INC., ON JUNE 1, 2013. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND THEY WILL BE SET BY DECEMBER 31, 2021, AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

Robert M. Plank

ROBERT M. PLANK, PLS 5760
EXPIRATION DATE: DECEMBER 31, 2020

DATE: **11/12/18**

**CITY ENGINEER'S STATEMENT**

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "WESTPARK PHASE 3 VILLAGE 13D" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATE: _____

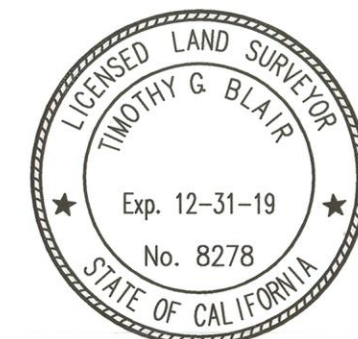
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2020

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF "WESTPARK PHASE 3 VILLAGE 13D" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATE: _____

TIMOTHY G. BLAIR
PLS# 8278 EXPIRES DECEMBER 31, 2019

**CITY CLERK'S STATEMENT**

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "WESTPARK PHASE 3 VILLAGE 13D", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, LOTS A AND B AND THE RIGHTS-OF-WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS APPROVED THE ABANDONMENT OF THE EASEMENT LISTED WITHIN NOTE 7 ON SHEET 2.

CITY CLERK, CITY OF ROSEVILLE

DATE: _____

BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

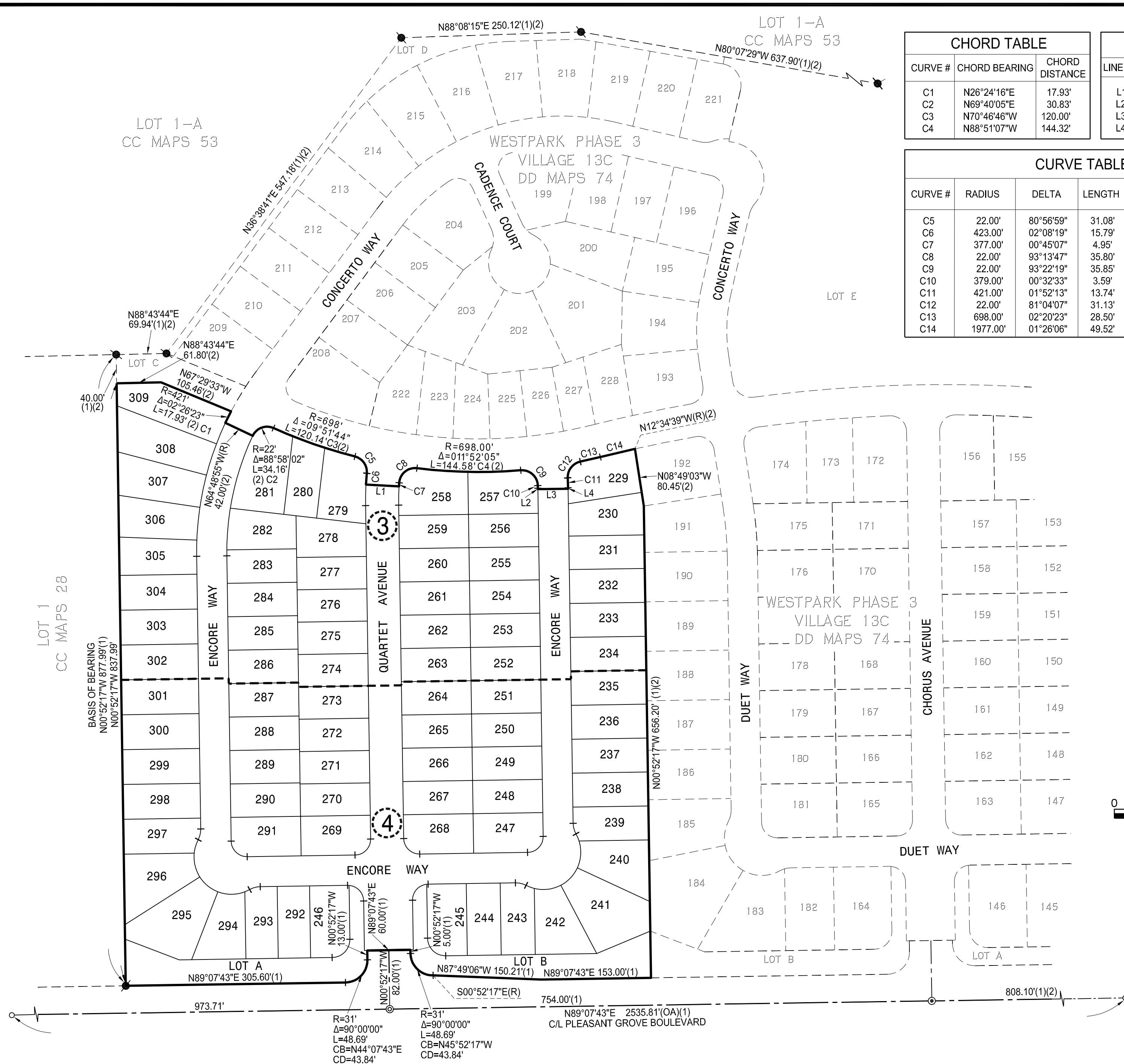
FILED THIS _____ DAY OF _____, 2018, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

DOCUMENT NO.: _____

RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

BY: _____
DEPUTY

FEE: \$ _____



CHORD TABLE			LINE TABLE		
CURVE #	CHORD BEARING	CHORD DISTANCE	LINE #	BEARING	LENGTH
C1	N26°24'16"E	17.93'	L1	N86°53'58"W	46.00'
C2	N69°40'05"E	30.83'	L2	N00°52'17"W	1.37'
C3	N70°46'46"W	120.00'	L3	N89°07'43"E	42.00'
C4	N88°51'07"W	144.32'	L4	N00°52'17"W	1.37'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C5	22.00'	80°56'59"	31.08'	N35°14'08"E	28.56'
C6	423.00'	02°08'19"	15.79'	N04°10'12"E	15.79'
C7	377.00'	00°45'07"	4.95'	N03°28'35"E	4.95'
C8	22.00'	93°13'47"	35.80'	N50°28'02"E	31.98'
C9	22.00'	93°22'19"	35.85'	N48°05'59"W	32.01'
C10	379.00'	00°32'33"	3.59'	N01°08'33"E	3.59'
C11	421.00'	01°52'13"	13.74'	N01°48'23"E	13.74'
C12	22.00'	81°04'07"	31.13'	N37°47'34"E	28.60'
C13	698.00'	02°20'23"	28.50'	N77°09'26"E	28.50'
C14	1977.00'	01°26'06"	49.52'	N76°42'18"E	49.52'

LEGEND:

- DIMENSION POINT
- ⦿ FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944" PER (2)(3)
- FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 4533" PER (1)
- ⦿ SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 5760"
- (OA) OVERALL
- (R) RADIAL BEARING
- P.U.E. PUBLIC UTILITY EASEMENT
- I.O.D. IRREVOCABLE OFFER OF DEDICATION
- R.O.W. RIGHT OF WAY
- SF SQUARE FEET
- CB CHORD BEARING
- CD CHORD DISTANCE
- ③ SHEET INDEX

NOTES:

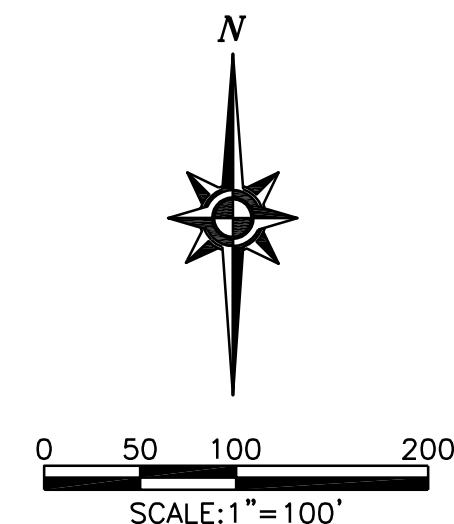
1. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. THE SUM OF THE INDIVIDUAL PARTS OF A GIVEN LINE OR CURVE MAY NOT EQUAL THE OVERALL WHOLE DUE TO ROUNDING.
2. A PRELIMINARY SOILS REPORT WAS PREPARED BY WALLACE KUHLE & ASSOCIATES, DATED JULY 19, 2013; PROJECT NUMBER WKA NO. 9805.01 AND ON FILE WITH THE CITY OF ROSEVILLE DEPARTMENT OF PUBLIC WORKS.
3. THE TOTAL AREA FOR THIS SUBDIVISION IS 12.40± ACRES CONSISTING OF 81 RESIDENTIAL BUILDING LOTS AND 2 LANDSCAPE LOTS.
4. ALL FRONT CORNERS ARE MARKED BY A 1" BRASS MARKER STAMPED "LS 5760" IN THE SIDEWALK ON THE EXTENSION OF SIDE LOT LINES 1.00' FROM THE PROPERTY LINE.
5. ALL REAR CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 5760"
6. THE 40' I.O.D./R.O.W. SHOWN ON CC MAPS 28 IS ENTIRELY WITHIN THE PROPOSED RIGHT OF WAY.
7. PURSUANT TO SECTION 66434(G) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC EASEMENTS ARE HEREBY ABANDONED:
 - A. THE 35' PUBLIC UTILITY EASEMENT OVER LOT 3, LOCATED ADJACENT TO PLEASANT GROVE BOULEVARD, DEDICATED WITH THAT CERTAIN FINAL MAP ENTITLED "WESTPARK - PHASE 3 LARGE LOT SUBDIVISION", FILED FOR RECORD ON DECEMBER 28, 2011 IN BOOK CC MAPS, AT PAGE 28, PLACER COUNTY RECORDS.

BASIS OF BEARINGS

THE BEARING OF NORTH 00°52'17" WEST AS SHOWN BETWEEN FOUND MONUMENTS ALONG THE WESTERLY LINE OF LOT 229 AS SHOWN ON THE "FINAL MAP OF WESTPARK - PHASE 3 VILLAGE 13D" AS FILED IN BOOK DD OF MAPS AT PAGE 74, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

REFERENCES:

- (1) CC MAPS 28
(2) DD MAPS 74



FINAL MAP OF
WESTPARK PHASE 3 VILLAGE 13D
SUBDIVISION NO. 000147

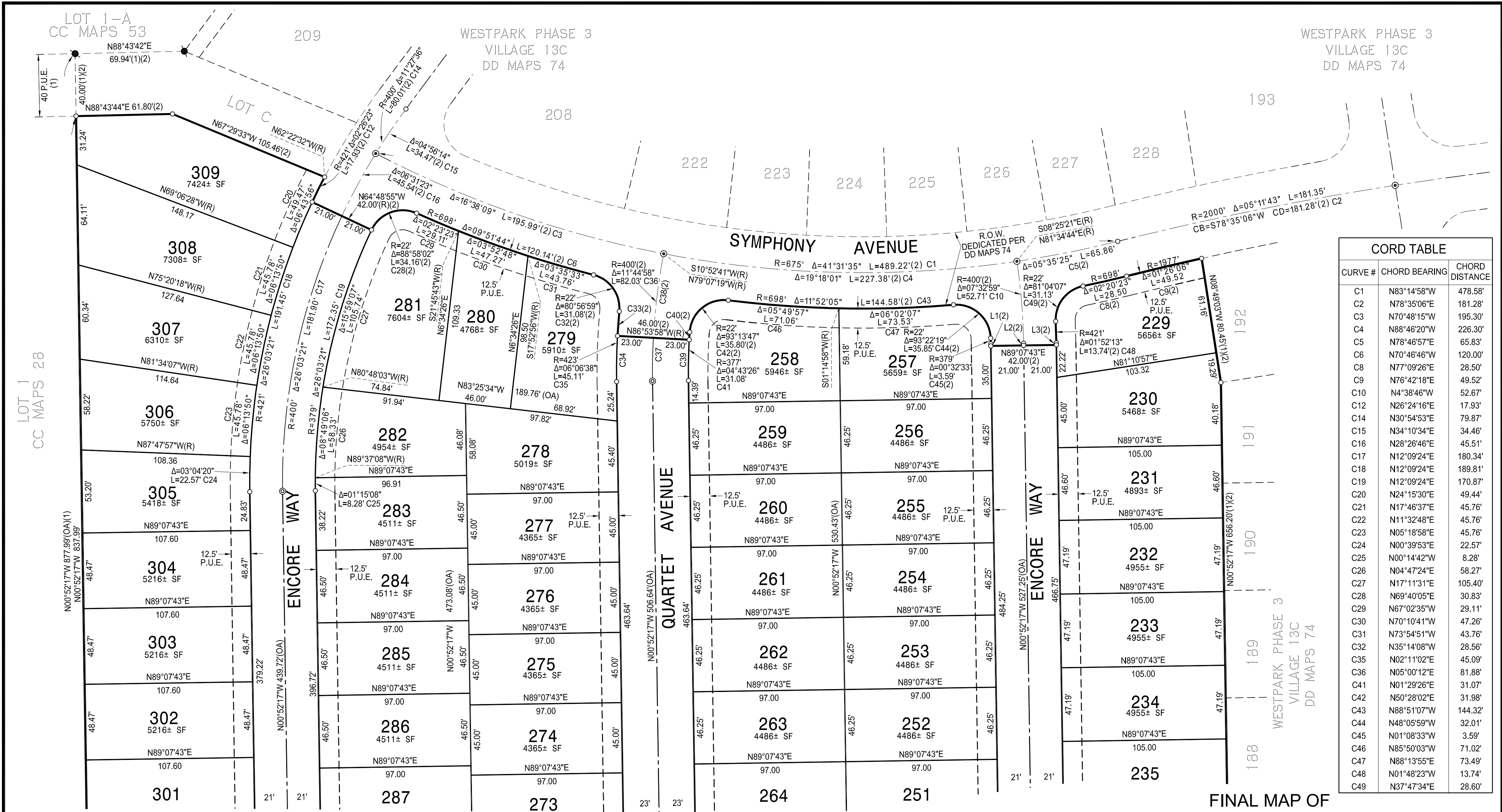
ALL OF LOT 229, AS SHOWN ON THE FINAL MAP OF "WESTPARK PHASE 3 VILLAGE 13C", SUBDIVISION NO. 000147, FILED ON OCTOBER 20, 2016 IN BOOK DD OF MAPS, AT PAGE 74, PLACER COUNTY RECORDS; SITUATED IN SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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

OCTOBER 2018

SHEET 2 OF 4 18463-13D

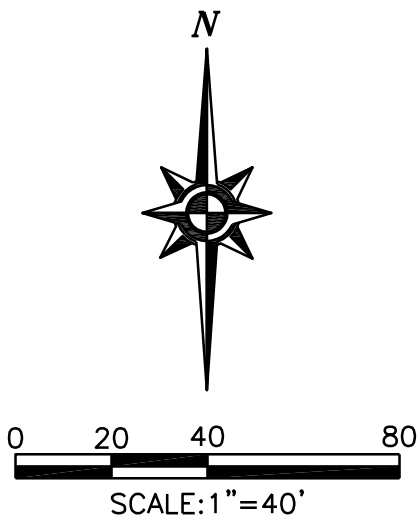


CORD TABLE		
CURVE #	CHORD BEARING	CHORD DISTANCE
C1	N83°14'58"W	478.58'
C2	N78°35'06"E	181.28'
C3	N70°48'15"W	195.30'
C4	N88°46'20"W	226.30'
C5	N78°46'57"E	65.83'
C6	N70°46'46"W	120.00'
C8	N77°09'26"E	28.50'
C9	N76°42'18"E	49.52'
C10	N4°38'46"W	52.67'
C12	N26°24'16"E	17.93'
C14	N30°54'53"E	79.87'
C15	N34°10'34"E	34.46'
C16	N28°26'46"E	45.51'
C17	N12°09'24"E	180.34'
C18	N12°09'24"E	189.81'
C19	N12°09'24"E	170.87'
C20	N24°15'30"E	49.44'
C21	N17°46'37"E	45.76'
C22	N11°32'48"E	45.76'
C23	N05°18'58"E	45.76'
C24	N00°39'53"E	22.57'
C25	N00°14'42"W	8.28'
C26	N04°47'24"E	58.27'
C27	N17°11'31"E	105.40'
C28	N69°40'05"E	30.83'
C29	N67°02'35"W	29.11'
C30	N70°10'41"W	47.26'
C31	N73°54'51"W	43.76'
C32	N35°14'08"W	28.56'
C35	N02°11'02"E	45.09'
C36	N05°00'12"E	81.88'
C41	N01°29'26"E	31.07'
C42	N50°28'02"E	31.98'
C43	N88°51'07"W	144.32'
C44	N48°05'59"W	32.01'
C45	N01°08'33"W	3.59'
C46	N85°50'03"W	71.02'
C47	N88°13'55"E	73.49'
C48	N01°48'23"W	13.74'
C49	N37°47'34"E	28.60'

LINE TABLE		
LINE #	BEARING	LENGHT
L1	N00°52'17"W	1.37'
L2	N00°52'17"W	1.37'
L3	N00°52'17"W	1.37'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGHT	CHORD BEARING	CHORD DISTANCE
C33	423'	02°08'19"	15.79'	N04°10'12"E	15.79'
C34	423'	03°58'19"	29.32'	N01°06'53"E	29.32'
C37	400'	03°58'19"	27.73'	N01°06'53"E	27.72'
C38	400'	07°46'39"	54.30'	N06°59'21"E	54.26'
C39	377'	03°58'19"	26.13'	N01°06'53"E	26.13'
C40	377'	00°45'07"	4.95'	N03°28'35"E	4.95'

SEE SHEET 2 FOR BASIS OF BEARINGS, REFERENCES, LEGEND AND NOTES.



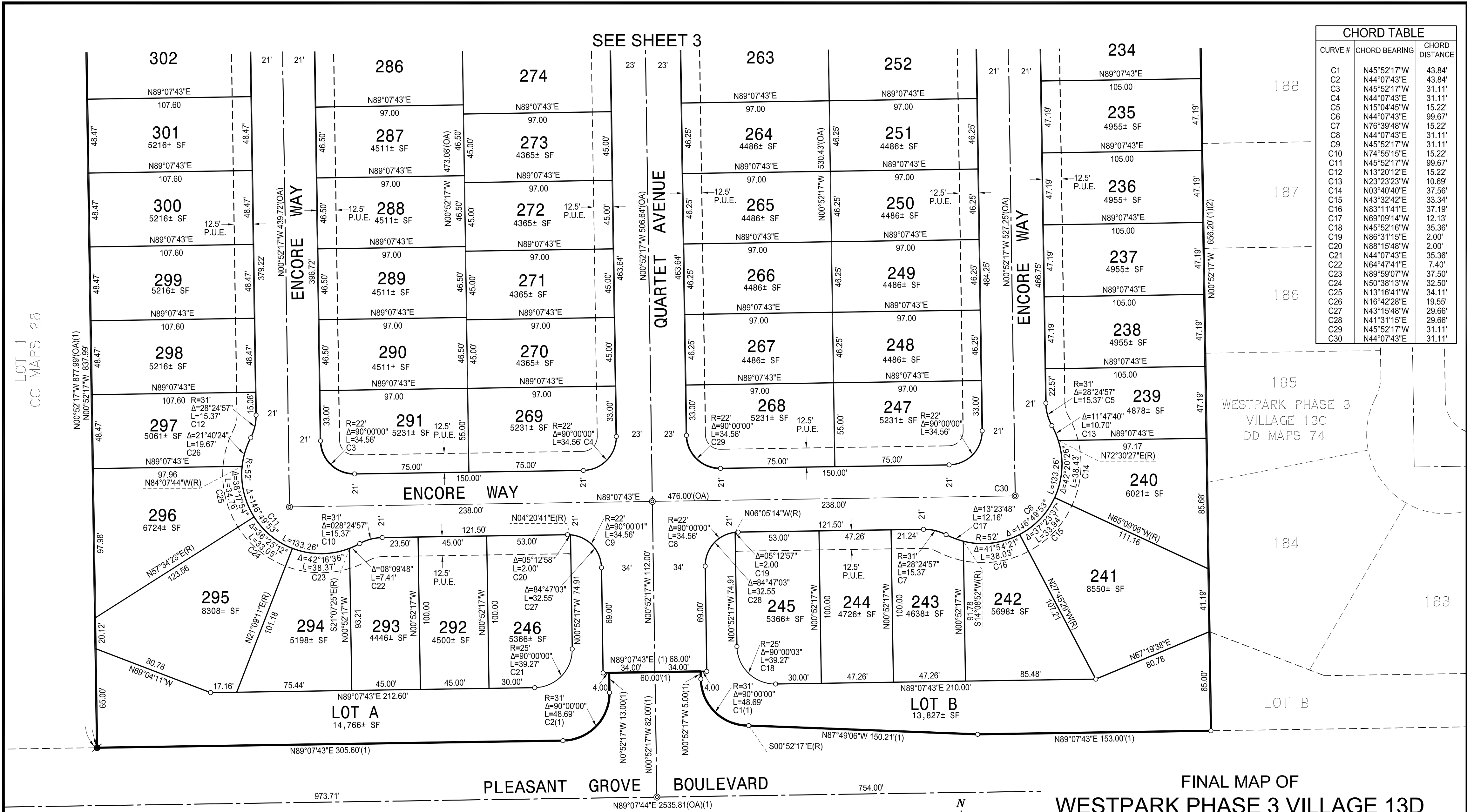
FINAL MAP OF
WESTPARK PHASE 3 VILLAGE 13D
SUBDIVISION NO. 000147

ALL OF LOT 229, AS SHOWN ON THE FINAL MAP OF "WESTPARK PHASE 3 VILLAGE 13C", SUBDIVISION NO. 000147, FILED ON OCTOBER 20, 2016 IN BOOK DD OF MAPS, AT PAGE 74, PLACER COUNTY RECORDS; SITUATED IN SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

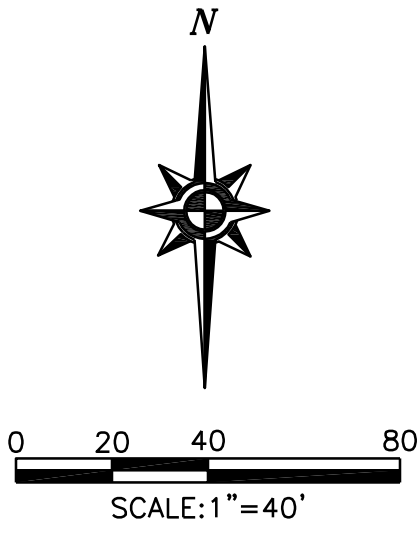
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1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

OCTOBER 2018



SEE SHEET 2 FOR BASIS OF BEARINGS, REFERENCES, LEGEND AND NOTES.



FINAL MAP OF
WESTPARK PHASE 3 VILLAGE 13D
SUBDIVISION NO. 000147

ALL OF LOT 229, AS SHOWN ON THE FINAL MAP OF "WESTPARK PHASE 3 VILLAGE 13C", SUBDIVISION NO. 000147, FILED ON OCTOBER 20, 2016 IN BOOK DD OF MAPS, AT PAGE 74, PLACER COUNTY RECORDS; SITUATED IN SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

OCTOBER 2018
SHEET 4 OF 4 18463-13D

RESOLUTION NO. 18-509

APPROVING A SUBDIVISION AGREEMENT FOR THE WESTPARK PHASE 3 VILLAGE 13D SUBDIVISION, BY AND BETWEEN THE CITY OF ROSEVILLE AND KB HOME SACRAMENTO, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Subdivision Agreement for the Westpark Phase 3 Village 13D Subdivision, by and between the City of Roseville and KB Home Sacramento, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**RECORDING REQUESTED BY AND WHEN
RECORDED, PLEASE RETURN TO:**

**City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678**

SUBDIVISION AGREEMENT

Westpark Ph3 Village 13D SUBDIVISION

THIS AGREEMENT, made and entered into this ____ day of _____,
20__, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and
KB Home Sacramento, Inc.,
a California corporation, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville,
County of Placer, known as "Westpark Ph3 Village 13D Subdivision" (Subdivision
no. 000147; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning
Commission on the 18th day of November, 2010, and the final map of the Subdivision
has been approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in
Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer
County Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by Mackay & Soms, dated August 2, 2018 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before August 2, 2020, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in

connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$ 1,306,247.60. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15

(commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its

improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY. SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, SUBDIVIDER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of SUBDIVIDER 's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

SUBDIVIDER's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

COVERAGE

LIMITS OF LIABILITY

General Liability

\$2,000,000 per occurrence

\$4,000,000 aggregate

Personal Injury:

\$2,000,000 per occurrence

\$4,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

a. Form. SUBDIVIDER shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. SUBDIVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. SUBDIVIDER shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply

on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

f. Waiver of Subrogation. SUBDIVIDER hereby agrees to waive subrogation which any insurer of SUBDIVIDER may acquire from SUBDIVIDER by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by SUBDIVIDER, its employees, agents and subcontractors.

g. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve SUBDIVIDER of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be

brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith

purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

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

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

Leo Pantoja, Vice President
KB Home Sacramento, Inc.
3005 Douglas Blvd., Ste. 250
Roseville, CA 95661

Either party may amend its address by giving written notice to the other.

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

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

CITY OF ROSEVILLE, a
municipal corporation,

KB Home Sacramento, Inc.,
a California corporation

BY: _____
DOMINICK CASEY
City Manager

BY:  _____
its: SVP

"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)SS
COUNTY OF CONTRA COSTA)

On NOVEMBER 8, 2018, before me, MICHELLE C. ADAMS, Notary Public, personally appeared CHRIS PETER

, 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



My Commission Expires: DECEMBER 11, 2020

Notary Name: MICHELLE C. ADAMS

Notary Registration Number: 2179237



This area for official notarial seal

Notary Phone: (925) 483-4500
County of Principal Place of Business: CONTRA COSTA

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

and

BY: _____

its: Leo Pantoja
VP Planning & Land Development

APPROVED AS TO FORM:

(NOTARIZATION REQUIRED)

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: M. Stout
MARC STOUT
City Engineer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

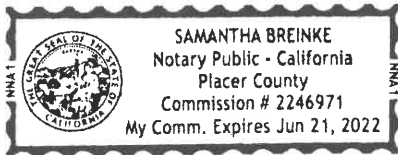
State of California

County of Placer

On 11/9/2018 before me, Samantha Breinke, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Leo Pantoja
Name(s) of Signer(s)

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.

Place Notary Seal and/or Stamp Above

Signature Samantha Breinke
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: West park ph3 Village 130 subdivision agreement

Document Date: 11/9/2018 Number of Pages: 13

Signer(s) Other Than Named Above: Dominick Casey, Chris Reder

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____



COUNCIL COMMUNICATION

CC #: 9690

File #: 0114 & 0800-02

Title:	Federal Advocacy Services for the Environmental Utilities Department - Professional Services Agreement (ENS)
Contact:	Sean Bigley 916-774-5513 sbigley@roseville.ca.us

Meeting Date: 12/19/2018

Item #: 6.12.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve a Professional Services Agreement (PSA) with ENS Resources, Inc. for professional federal advocacy services.

BACKGROUND

After an assessment of current federal lobbying needs and what would provide the most effective representation in Washington D.C. in early 2018, the City of Roseville decided to end its long-term relationship with The Ferguson Group in representation on water policy issues under the R3 coalition (City of Roseville, San Juan Water District and City of Folsom), effective August 31, 2018.

Subsequently, city staff issued a Request for Proposal (RFP) in the summer of 2018 and through the evaluation process selected the top two lobbying firms from the competitive process. ENS Resources, Inc. was selected as the coordinating firm, under the direction of Eric Sapirstein, with Thorn Run Partners as part of the Environmental Utilities proposed new federal lobbying team. Previous representation under The Ferguson Group was almost exclusively covering policy issues relevant to the Water Utility, and not at the level needed for the other operational aspects of Environmental Utilities.

ENS Resources, Inc. working with Thorn Run Partners will provide the appropriate level of coverage and bandwidth to represent all the federal policy areas and interests under the Environmental Utilities Department.

The attached Professional Services Agreement is for a six year term (December 19, 2018 through November 30, 2024). ENS Resources monthly retainer payment is \$8,000.00 per month with \$8,000.00 annually allocated for travel costs (coach fare basis) billed at actual costs. The annual cost of the proposed PSA is \$104,000.00; over a six year contract period that equates to \$624,000.00. The proposed PSA also provides that upon mutual agreement between the City of Roseville and ENS Resources, Inc. that there be three options to extend the PSA for one

additional year at a time (at \$104,000.00 additional not to exceed per year extended).

FISCAL IMPACT

The proposed Professional Services Agreement (PSA) with ENS Resources, Inc. for professional federal advocacy services is for a not-to-exceed amount of \$624,000.00 (\$104,000.00 annually for a six year term) with the costs for the PSA equally budgeted between the Water Administration (Water Operations Fund) at \$312,000.00 and Wastewater Administration (Wastewater Operations Fund) at \$312,000.00, both funded from utility service revenue. The PSA also provides that upon mutual agreement between the City of Roseville and ENS Resources, Inc. that there be three options to extend the PSA for one additional year at a time (at \$104,000 additional not to exceed per year extended).

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

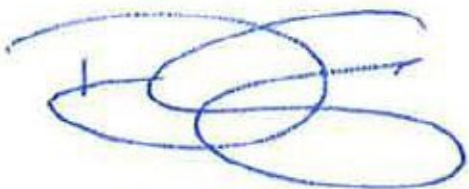
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The proposed Professional Services Agreement does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Sean Bigley, Acting Water Utility Manager

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-503

Professional Services Agreement

RESOLUTION NO. 18-503

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE
CITY OF ROSEVILLE AND ENS RESOURCES, INC., AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for federal advocacy services, by and between the City of Roseville and ENS Resources, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Federal Advocacy Services

THIS AGREEMENT is made and entered into this ____ day of _____, 20 __,
by and between the City of Roseville, a municipal corporation ("CITY"), and ENS Resources,
Inc., a Delaware corporation ("CONSULTANT"); and

WITNESSETH:

WHEREAS, CITY desires professional services consisting of Federal Advocacy
Services; and

WHEREAS, CONSULTANT has prepared a proposal dated September 9, 2018 and the
addendum dated October 29, 2018, which describes the scope of work to be performed by
CONSULTANT, the budget for the work, and the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional
services.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on
November 30, 2024. The City Manager may, in his or her discretion, elect to extend the
Agreement in one (1) year increments for up to an additional three (3) years by giving
CONSULTANT thirty (30) days advance written notice of each optional one (1) year renewal.
Such extensions shall be memorialized by a written amendment to this Agreement.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a retainer basis as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation shall not exceed one hundred four thousand dollars per year (\$104,000.00) for an overall total compensation for the initial term not to exceed six hundred twenty-four thousand dollars (\$624,000.00). Total compensation for optional renewal years of this Agreement shall not exceed one hundred four thousand dollars per year (\$104,000.00). Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

4. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

5. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$1,000,000 per claim \$2,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be

primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

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

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor,

regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

6. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of

this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

7. Time is of the Essence. Time is of the essence of this Agreement.

8. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

9. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

10. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

11. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

12. Independent Contractor. CONSULTANT shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.
13. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
14. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
15. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such

materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

16. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any Material, notwithstanding any termination or any dispute regarding the amount to be paid.

17. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

20. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Richard D. Plecker
Environmental Utilities Director
2005 Hilltop Circle
Roseville, CA 95747

CONSULTANT

Eric Sapirstein, President
1901 Pennsylvania Avenue, N.W.
Suite 1005
Washington, D.C. 20006

Either party may amend its address for notice by giving notice to the other party in writing.

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

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

SIGNATURES ON FOLLOWING PAGE

CITY OF ROSEVILLE, a
municipal corporation

ENS RESOURCES, INC., a Delaware
corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
RICHARD D. PLECKER
Environmental Utilities Director

BY: 
its: PRESIDENT

and
BY: 
its: Secretary

EXHIBIT "A"



September 9, 2018

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

Dear City of Roseville:

ENS Resources, Inc. (ENS) is pleased to respond to the City of Roseville's Request for Proposals Federal Advocacy Services to provide federal legislative and regulatory consulting services on behalf of the City of Roseville's Environmental Utilities Department. The enclosed response outlines the activities we propose to provide to the Department in response to the request.

ENS acknowledges receipt of all requirements under the Request For Proposals. As the firm's designated official authorized to enter into negotiations, we are capable of complying with the City of Roseville's requirements identified in the request. We make this submittal with an understanding that it is binding for ninety (90) days from the date of closing for receipt of responses. The ENS team will include one subcontractor who is identified within the enclosed proposal along with anticipated duties. For purposes of management, the subcontractor will work through ENS staff and comply with all contract requirements.

All follow-up contact related to the consideration of this response should be directed to:

Mr. Eric Sapirstein, President
ENS Resources, Inc.
1901 Pennsylvania Avenue, N.W., Suite 1005
Washington, D.C. 20006
esap@ensresources.com
202.466.3755 (O) 202.466.3787 (F)

We appreciate the opportunity to be considered as part of your selection process.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Sapirstein", written over a horizontal line.

Eric Sapirstein
President

Enclosures: Attachment A
1 Original Response to Request for Proposals/4 Copies/1 Digital Copy

ENS Resources, Inc.
1901 Pennsylvania Avenue, N.W. : Suite 1005
Washington, D.C. 20006 : Telephone 202.466.3755
Telefax: 202.466.3787
www.ensresources.com



**RESPONSE TO
REQUEST FOR PROPOSALS
FOR
FEDERAL ADOCCACY SERVICES
ON BEHALF OF THE
ENVIRONMENTAL UTILITIES DEPARTMENT
CITY OF ROSEVILLE
ROSEVILLE, CALIFORNIA**

**SUBMITTED BY
ENS RESOURCES, INC.
WASHINGTON, D.C.**

SEPTEMBER 9, 2018

**ENS Resources, Inc.
1901 Pennsylvania Avenue, N.W. / Suite 1005
Washington, D.C. 20006 • Telephone 202.466.3755
Telefax: 202.466.3787
www.ensresources.com**

TAB E PROJECT PLAN

Our proposed scope of work that we recommend addresses the Department's focus on the many facets of protecting public health and ensuring a safe and reliable water supply for its service area. Federal advocacy before Congress and the Executive Branch demands an approach that is grounded in collaboration between the Advocate and the Department. This has been a winning approach that we have employed with success throughout the years, regardless of which party controls Congress or the Executive Branch. In these times of legislative and regulatory disruption our experience and expertise provide the insights and capabilities to develop a strategy, secure desired outputs, and realize outcomes that meet the criteria of the Department's goals and objectives.

We will meet with the Department leadership to review its goals and objectives relative to the current legislative and regulatory environment. This review would then permit us to identify the legislative and regulatory priorities that offer the highest return for success, based upon the Department's mission of protecting public health and the environment, advancing cost effective water quality improvements, ensuring water supply reliability, and promoting effective and equitable infrastructure assistance for all facets of the Department's mission. We would then implement the federal strategy for the upcoming Congress.

Federal advocacy requires flexibility in the pursuit of defined priorities since the legislative and regulatory environment often changes to address pressing policy concerns. However, defining the priorities to focus upon is vital to a successful advocacy program. To this end, we would allocate our team's resources relying on the requested project services as outlined in the Scope of Services and illustrated in Appendix 1, Table 1. Our methodology to implement the Department's advocacy program flows from this allocation of resources. As part of this response, we provide Chart 1 in Appendix 1. This chart details the time line of each task, based upon the RFP and our experiences delivering such services. It is important to note that this is only an estimate.

Scope of Work

We would work with the Department's General Manager or designee to ensure that our activities are consistent with agreed-upon priorities. In order to maximize success, our approach encompasses the following elements:

- Legislative and Executive Branch Liaison and Representation
- Washington-based Stakeholder Liaison

Legislative and Executive Branch Liaison and Representation

We would continue to rely upon the process that proved successful over the past years and as outlined below. With a new Congress convening in 2019, an important emphasis on liaison with congressional committees and the leadership will be vital

since every new Congress ushers in new Chairmen, Ranking Members and committee staff that determine the viability of, and action on, policy issues. With this point in mind, we believe the ability to complete the tasks identified in Table 1 cover the overall needs of the Department, but are expanded as illustrated below with regard to specific activities:

- i. Convene a meeting with Department officials to review goals and objectives and reach agreement on legislative and regulatory program priorities;
- ii. Draft strategy to achieve priorities for Department officials to review and approve;
- iii. Communicate federal priorities to the congressional delegation and key congressional committee leadership including the House and Senate committees with jurisdiction over environmental policy and public infrastructure;
- iv. Track status of legislative, regulatory and grants proposals that offer opportunities (authorizations and appropriations) of interest and provide appropriate email alerts and analyses, weekly updates, and a matrix of consequential legislation and regulations to the Department (*Appendix 3 and 4*);
- v. Track federal agency grants opportunities including a focus on infrastructure, climate resiliency, water conservation, integrated permitting and alternative energy production at U.S. Environmental Protection Agency, Department of the Interior and U.S. Department of Energy (*Appendix 4*);
- vi. Draft detailed legislative and regulatory communications, legislative language, report and regulatory language, testimony, and other appropriate materials for review, approval and use by the Department to support the identified goals and objectives and to update the Department and for Department officials to rely upon for use with City Council;
- vii. Draft for review issue papers, briefing materials, and talking points for use in meetings with Members of Congress, congressional committee staff, federal agency officials as well as stakeholders, including ACWA, NACWA, National League of Cities, NAFSMA, CASA, and other appropriate groups;
- viii. Arrange and coordinate congressional and federal agency meetings for Department officials independent or in conjunction with regional stakeholder visits to Washington;
- ix. Arrange and coordinate tours of the Department facilities by congressional delegation Members, their staff and committee staff and senior federal agency staff; and

- x. **Work with the White House – Office of Management and Budget and Council on Environmental Quality and appropriate federal agencies to advance formal budget requests and/or programmatic increases of value to the Department.**

Washington-based Association Liaison

Over several decades, our team has either worked as lead staff to many of the key water-related trade associations in Washington or helped to launch such organizations. For example, we helped to transition the WaterReuse Association from a state-based group to a nationally recognized organization, supported the creation of the Association of Metropolitan Water Agencies, served as a lead for the National Association of Clean Water Agencies (formerly AMSA), and represent the Water Environment Federation. Over the years, we have developed strong working relationships with groups like U.S. Conference of Mayors, National League of Cities, Association of California Water Agencies and the Washington Office of the California Governor to name a select group of that play pivotal roles in the policymaking process.

We would work with key stakeholders located in Washington to enlist support for Department policy and program initiatives. We would employ our extensive liaison network to achieve this support. Our liaison would target the State of California Governor's Washington Office, U.S. Conference of Mayors, National Association of Clean Water Agencies, Water Environment Federation, WaterReuse Association, Association of California Water Agencies, Natural Resources Defense Council, Government Finance Officers Association, California Association Sanitation Agencies, National Association of Flood and Stormwater Managers, and the Bioenergy Council, among other groups.

In addition to these key national and state trade associations, we would also work with individual Washington-based advocates that represent organizations like the Central Valley Water Association and other individual public and private agencies to advise the Department on potential positive or adverse impacts of such groups' positions on the Department's mission and federal agenda. We also envision working with regionally-based stakeholders that might enhance the Department's federal priorities, including the Sacramento Water Forum, California Municipal Utilities Association, and Northern California Water Agencies.

ENS Subcontractors

ENS enjoys a collaborative relationship with Mr. Roger Cockrell and Mr. Steve Dye. Their biographies are included with our response as Appendix 2. ENS relies on Mr. Cockrell to supplement our activities before Congress and the U.S. Department of the Interior and U.S. Army Corps of Engineers. As a former senior USACE official and staff to the Committee on Appropriations for a number of Senators on a bipartisan basis, including as the lead committee staff for water issues on behalf of Senator Dianne

Feinstein, he provides exceptional guidance on behalf of our clients. ENS has worked with Mr. Cockrell for more than fifteen years on water resources, water quality and water supply policies and appropriations as they impact agencies like the Department.

Mr. Dye provides ENS with advocacy services before Congress, U.S. Environmental Protection Agency and the stakeholder community. As a former Senate staffer to then Committee on Environment and Public Works Chairman Barbara Boxer, Mr. Dye has a solid working understanding of Senate rules and procedures related to the central issues of concern to the Department. His current representation of the Water Environment Federation provides him with the ability to leverage stakeholder support on behalf of our clients' interests.

Demonstration of Strong Legislative and Executive Branch Capabilities

Our team has served in key positions at USEPA, USACE, and in Congress, the California State Legislature and the California Governor's office. ENS has the requisite experience and expertise to advocate policy initiatives before numerous federal departments and agencies including: the U.S. Army Corps of Engineers, U.S. Department of Justice, U.S. Department of the Interior, U.S. Environmental Protection Agency, U.S. Department of Transportation, and the U.S. Department of Commerce. This knowledge is especially relevant to our ability to identify federal programs and funding sources, including grant opportunities that the District can seek to support its local needs. We would utilize our experience with the State of California policymaking process, including working with the Governor of California's Washington office, to help facilitate the successful implementation of the District's defined federal initiatives.

Over more than five decades, ENS and its consultants developed an extensive working relationship throughout the Legislative and Executive Branches. We achieved this by serving in senior appointments in each Branch with responsibility for the Clean Water Act, Safe Drinking Water Act, Resource Recovery and Conservation Act, Superfund, WRDA, U.S. Army Corps of Engineers, and the related annual spending bills impacting the implementation of these laws.

Through these positions and our ongoing activities to address local governmental needs, we enjoy a solid professional working relationship with Members of the California Congressional Delegation, including the Department's direct delegation and the region at-large and/or their senior staff. This is complemented by our decades of representing public agencies before the key House and Senate committees with jurisdiction over water quality, water supply, water recycling, water resources, energy and solid waste management mandates. In the U.S. House of Representatives, this includes working on a bipartisan basis with senior staff to the Committees on Transportation & Infrastructure, Energy and Commerce, Natural Resources, and Appropriations. In the U.S. Senate, our bipartisan approach with the Committees on Environment and Public Works, Energy and Natural Resources, and Appropriations provides meaningful

TAB F COST PROPOSAL FORM

ENS proposes to provide the services outlined in the project plan based upon a monthly retainer of eight thousand dollars (\$8,000.00), not to exceed ninety-six thousand dollars (\$96,000.00) over a 12-month period. We also request a CPI escalator for the succeeding years of any final contract agreement. We would bill our travel costs for visits to meet with the City and Department officials as requested under the RFP.

In response to the RFP for a breakout of costs associated with the tasks, Appendix 1, Table 1 illustrates how we would allocate staff costs to conduct the tasks. It is important to highlight that the identified tasks and specific activities were developed based upon the RFP's stated needs. We expect that other actions could be required to be initiated. These would be added to the tasks, based upon the strategic planning exercise. It is also important to note that the activities would be conducted in a manner that allows for us to utilize the most appropriate team members, working along with the project manager, Eric Sapirstein.



October 29, 2018

ADDENDUM

**ENVIRONMENTAL UTILITIES DEPARTMENT, CITY OF ROSEVILLE
SCOPE OF SERVICES
ENS RESOURCES, INC.**

Scope of Services

The following is an addendum to the Environmental Utilities Department contract entered into with ENS Resources, Inc. summarizing the Scope of Services provided in ENS Resources, Inc's proposal.

- Participate in annual strategic planning session with Department officials to finalize priorities
- Monitor federal legislative and regulatory issues related to Department's priorities, including attending hearings, markups and other appropriate meetings
- Provide periodic written and oral updates on legislative and regulatory issues of interest, including matrix of identified priority legislation
- Develop draft communications for use by Department officials to communicate issues of interest to federal policymakers, including issue papers, briefing documents, public comments, testimony and positions on legislation
- Arrange, coordinate and attend meetings with federal officials, including City congressional delegation, for the purposes of advancing legislative and regulatory priorities
- Conduct liaison with appropriate Washington-based stakeholders
- Conduct liaison with federal departments and agencies officials
- Draft annual federal policy reports for presentation before City Council
- Attend in-person meetings (twice a year) with Department officials to review activities and other matters
- Provide overall management of federal advocacy team members, serving as lead contact to Department officials.

ENS Resources, Inc.
1901 Pennsylvania Avenue, N.W. • Suite 1005
Washington, D.C. 20006 • Telephone 202.466.3755
Telefax: 202.466.3787
www.ensresources.com

**ADDENDUM
ENVIRONMENTAL UTILITIES DEPARTMENT, CITY OF ROSEVILLE
SCOPE OF SERVICES
ENS RESOURCES, INC.**

Project Team

As outlined in Appendix 2 of ENS proposal submitted on September 9, 2018.

Term of Service

December 5, 2018 through November 30, 2024, with the three options to extend the Professional Services Agreement for one additional year at a time.

Cost of Service

Monthly retainer of eight thousand dollars (\$8,000); or ninety-six thousand dollars (\$96,000) annually. In the event of contract renewal as detailed, a CPI escalator for the Washington, D.C. region will be incorporated unless otherwise agreed upon. Travel costs for visits to meet with the City and Department officials, as outlined in the Request for Proposal, would be billed at actual cost to the City of Roseville. Out of town travel costs will be incurred on a coach fare basis.



COUNCIL COMMUNICATION

CC #: 9689

File #: 1004 & 0800-02

Title:	Federal Advocacy Services for the Environmental Utilities Department - Professional Services Agreement (Thorn Run)
Contact:	Sean Bigley 916-774-5513 sbigley@roseville.ca.us

Meeting Date: 12/19/2018

Item #: 6.13.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve a Professional Services Agreement (PSA) with Thorn Run Partners, LLC for federal advocacy services.

BACKGROUND

After an assessment of current federal lobbying needs and what would provide the most effective representation in Washington D.C. in early 2018, the City of Roseville decided to end its long-term relationship with The Ferguson Group in representation on water policy issues under the R3 coalition (City of Roseville, San Juan Water District and City of Folsom), effective August 31, 2018.

Subsequently, city staff issued a Request for Proposal (RFP) in the summer of 2018 and through the evaluation process selected the top two lobbying firms from the competitive process. ENS Resources, Inc. was selected as the coordinating firm, under the direction of Eric Sapirstein, with Thorn Run Partners as part of the Environmental Utilities proposed new federal lobbying team. Previous representation under The Ferguson Group was almost exclusively covering policy issues relevant to the Water Utility, and not at the level needed for the other operational aspects of Environmental Utilities.

ENS Resources, Inc. working with Thorn Run Partners will provide the appropriate level of coverage and bandwidth to represent all the federal policy areas and interests under the Environmental Utilities Department.

The attached Professional Services Agreement is for a six year term (December 19, 2018 through November 30, 2024). Thorn Run Partners monthly retainer payment is \$7,500.00 per month and is inclusive of all day-to-day expenses. The annual cost of the proposed PSA is \$90,000.00; over a six year contract period that equates to \$540,000.00. The proposed PSA also provides that upon mutual agreement between the City of Roseville and Thorn Run Partners that there be three options to extend the PSA for one additional year at a time (at \$90,000.00

additional not to exceed per year extended).

FISCAL IMPACT

The proposed Professional Services Agreement (PSA) with Thorn Run Partners for professional federal advocacy services is for a not-to-exceed amount of \$540,000.00 (\$90,000.00 annually for a six year term) with the costs for the PSA equally budgeted between the Water Administration (Water Operations Fund) at \$270,000.00 and Wastewater Administration (Wastewater Operations Fund) at \$270,000.00, funded from utility service revenue. The PSA also provides that upon mutual agreement between the City of Roseville and Thorn Run Partners that there be three options to extend the PSA for one additional year at a time (at \$90,000.00 additional not to exceed per year extended).

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

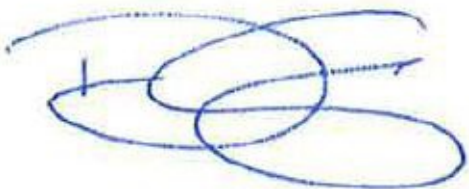
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The proposed Professional Services Agreement does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Sean Bigley, Acting Water Utility Manager

Richard Plecker, Environmental Utilities Director

A handwritten signature in blue ink, appearing to read 'Dominick Casey', with a horizontal line extending to the right.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-502

Professional Services Agreement

RESOLUTION NO. 18-502

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THORN RUN PARTNERS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for federal advocacy services, by and between the City of Roseville and Thorn Run Partners, LLC, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Federal Advocacy Services

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the City of Roseville, a municipal corporation ("CITY"), and Thorn Run Partners, LLC, a District of Columbia limited liability company ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of Federal Advocacy Services; and

WHEREAS, CONSULTANT has prepared a proposal dated September 10, 2018 and the addendum dated October 26, 2018, which describes the scope of work to be performed by CONSULTANT, the budget for the work, and the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional services.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on November 30, 2024. The City Manager may, in his or her discretion, elect to extend the Agreement in one (1) year increments for up to an additional three (3) years by giving CONSULTANT thirty (30) days advance written notice of each optional one (1) year renewal. Such extensions shall be memorialized by a written amendment to this Agreement.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a retainer basis as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. Any proposed increase in the effective rates for future services must be preceded by at least a 90-day written notice to the contracting department. Total compensation shall not exceed ninety thousand dollars per year (\$90,000.00) for an overall total compensation for the initial term not to exceed five hundred forty thousand dollars (\$540,000.00). Total compensation for optional renewal years of this Agreement shall not exceed ninety thousand dollars per year (\$90,000.00). Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council.

4. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by

law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

5. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$1,000,000 per claim \$2,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the

additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds.

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

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

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

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

6. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall

have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

7. Time is of the Essence. Time is of the essence of this Agreement.
8. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.
9. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.
10. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.
11. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.
12. Independent Contractor. CONSULTANT shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

13. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

14. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

15. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

16. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any Material, notwithstanding any termination or any dispute regarding the amount to be paid.

17. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

20. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Richard D. Plecker
Environmental Utilities Director
2005 Hilltop Circle
Roseville, CA 95747

CONSULTANT

Jim Davenport, Partner
100 M Street SE
Suite 750
Washington, D.C. 20003

Either party may amend its address for notice by giving notice to the other party in writing.

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

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

SIGNATURES ON FOLLOWING PAGE

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Richard D. Plecker
RICHARD D. PLECKER
Environmental Utilities Director

THORN RUN PARTNERS, LLC, a District
of Columbia limited liability company

BY: Jim Davenport
its: Jim Davenport, Partner

and

BY: Greg Burns
its: Greg Burns, Partner

EXHIBIT “A”

THORN RUN PARTNERS

GOVERNMENT RELATIONS

September 10, 2018

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

Re: RFP for Federal Advocacy Services

To Whom It May Concern:

Thorn Run Partners (TRP) is pleased to submit a response to the City of Roseville's request for proposals to provide Federal Advocacy Services. TRP is highly qualified to provide superior advocacy services and deliver measurable results to the City's Environmental Utilities Department.

Thorn Run Partners is a "next generation" government affairs firm. Since we were founded in 2010, TRP has consistently ranked among Washington's fastest growing lobbying firms according to analysis from *Politico*, *The Hill*, *Bloomberg Government*, and others, showing consistent growth each year since the firm was founded. With significant changes coming to Washington over the next few years, it is important for the City to work with a dynamic firm.

TRP prides itself on its agility, which is essential in today's political environment. We believe that firms emphasizing either political heft or substantive policy depth present a false choice. In today's environment, stakeholders require a breadth of relationships and political acumen, as well as unqualified policy expertise on the issues of importance to them, and Thorn Run provides both.

Major organizations such the National Football League, AARP, eBay, PayPal, GlaxoSmithKline, and Comcast turn to us with their Federal lobbying needs. Likewise, our firm has a dynamic and successful local government practice. We represent 25 small-to-midsize cities, counties and various public entities in California, Florida, Kansas, Oregon and Texas. In California, our government clients include the cities of Manteca, Pismo Beach, Santa Maria and Visalia, as well as Del Norte County, Los Angeles County Office of Education, and the San Bernardino City Unified School District.

The proposed team for the City of Roseville has extensive experience working on issues of importance to the City. We work closely with the Environmental Protection Agency, Department of the Interior, Army Corps of Engineers, and the Department of Agriculture, on issues impacting water, wastewater, stormwater and the environment, possessing strong relationships with both career staff and political appointees at the departments and agencies. And, because of our long-term representation of clients in California, we also have a great rapport with Senator Dianne Feinstein, Kamala Harris, and several members of Congress from your region and across the state. Furthermore, Gary Palmquist, who is part of our team, served as legislative director to Congressman Dennis Cardoza (D-CA), who represented a large district in the Central Valley.

100 M St. SE - Ste. 750 | Washington D.C. 20003 | (202) 849-8528 | jdavenport@thornrun.com

TRP will perform the services and adhere to the requirements described in the RPF and any addenda.

My contact information is as follows:

Jim Davenport, Partner
100 M Street SE, Suite 750
Washington, DC 20003
(202) 849-8528
jdavenport@thornrun.com
www.ThornRun.com

On behalf of our entire team, thank you very much for the opportunity to submit this proposal to provide Federal Advocacy Services to the City of Roseville's Environmental Utilities Department. Please contact me if you need additional information or have questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Davenport", with a horizontal line extending from the end of the signature.

Jim Davenport, Partner

THORN RUN PARTNERS

GOVERNMENT RELATIONS

PROPOSAL TO PROVIDE FEDERAL ADVOCACY SERVICES FOR THE *City of Roseville, California*

Jim Davenport, Partner
100 M Street SE, Suite 750
Washington, DC 20003
(202) 849-8528
jdavenport@thornrun.com



100 M St SE – Ste. 750 | Washington D.C. 20003 | (202) 849-8528 | jdavenport@thornrun.com

Project Plan

Secure Federal Programmatic Funding and Policy for Programs and Projects

Thorn Run Partners regularly and actively engages with the Federal agencies and congressional appropriators to pursue funding on behalf of our clients. Throughout the Federal appropriations process, we work to create, augment or protect Federal programs and funding sources that are important to our public entity clients. This includes assisting our clients with making programmatic funding request in appropriations bills and to subsequently secure discretionary funding from the Federal agencies, usually in the form of Federal grants, but also in the form of set-asides for which the clients are eligible.

At the onset of the calendar year, the 116th Congress will get to work on drafting Fiscal Year 2020 appropriations legislation. One of the first items we would undertake on your behalf is to relay the Environmental Utilities Department's appropriations requests to your congressional delegation. Even without earmarks, it is necessary for Congress to fund critical programs of importance to the City for items such as water and wastewater. Thorn Run Partners has been particularly successful in ensuring healthy funding for programs such as the State Revolving Fund (SRF), Water Infrastructure Finance and Innovation Program (WIFIA), Army Corps of Engineers Environmental Infrastructure, Bureau of Reclamation's Title XVI program, among others. We will work with your staff to draft programmatic requests letter that will go to Representative Tom McClintock, and Senators Dianne Feinstein and Kamala Harris, laying out programs of importance and requested funding levels. We will also work with your delegation, and the broader delegation around Roseville, to gather their signatures on "Dear Colleague" letters of support for those programs. Dear Colleague letters are letters sent by one or more members of Congress to all fellow members asking for cosponsors or seeking to influence the recipients' votes on an issue. In the case of appropriations, these letters go to the Appropriations Committees in support of funding programs at a certain level. If enough members sign, it can have a strong effect on the Committees' decisions.

Members of Congress can also make language (i.e. policy) requests to the Appropriations Committee during the appropriations process. This gives members the opportunity to pursue policy, such as modifying a federal program. For instance, in past years, we have used this method to set-aside funding for water and sewer programs within the Army Corps of Engineers budget. It is likely we will make language requests in conjunction with programmatic requests to your delegation.

While we are working with your Congressional delegation to submit programmatic and language requests to the House and Senate Appropriations Committees, we are also advocating for these programs directly with our contacts on the Appropriations Committees, and the Appropriations Subcommittees, including Interior and Environment and Energy and Water. We aid in the technical aspects of drafting funding proposals and will assist you with writing talking points and other informational material and prepare briefings and updates for dissemination to City officials and your Congressional delegation.

For instance, the EPA manages two recycling programs that are vital to efforts to divert waste away from landfills: the Sustainable Materials Management Program and the Waste Reduction Model. Sustainable Materials Management outlines the best practices for local governments and industry partners to use waste materials as commodities, growing associated industries and jobs and reducing waste and impacts on our landfills. The EPA provides technical assistance and support to communities and industry partners as it is believed that local governments are not able to compile the breadth of research and expertise that the EPA provides. The Waste Reduction Model (WARM) assists local governments and waste management providers in calculating the greenhouse gas (GHG) emission reductions that are achieved from different

waste management practices. These calculations can assist in decision making for governments and private businesses as they assess their waste management needs.

In their FY 2018 budget proposal, the Trump Administration proposes eliminating funding for both programs. On behalf of our clients, we have engaged with members of Congress to advocate for the continued funding of these programs. The House Interior and Environment appropriations bill funds the Resource Conservation and Recovery Act programs, which both programs fall under, at \$100 million. This is \$27.7 million more than was proposed in the Trump administration's budget and \$4 million under the Fiscal Year 2017 enacted level. These programs are sure to be on the Administration chopping block again and are ones we will work to protect on behalf of Roseville.

Furthermore, in 2019 it is possible that Congress will move forward with an ambitious infrastructure proposal. House Democrats have made it part of their agenda if they take over the House. Likewise, President Trump has made bold promises to invest \$1 trillion in infrastructure over ten years. It will ultimately be up to Congress to draft an infrastructure bill and allocate funding, but many have discussed water and wastewater infrastructure as a critical component of the legislation. And, if the bill indeed starts to develop, be assured that we will begin working with the committees of jurisdiction on developing a proposal that addresses the needs of Roseville and ensure that the proposal addresses vital water infrastructure projects.

Secure Federal Competitive Grant Funding for Programs and Projects

We work with Federal agencies to continue funding programs of importance to our clients. We arrange meetings between our clients and senior Federal officials overseeing a program to request that programs are included, retained, or modified as part of the President's Budget, or to advocate on behalf of our clients as the Administration considers how to direct funding appropriated by Congress. Since Congress has elected not to direct funding to specific projects, the Administration is now in control of making many funding decisions, and therefore has taken on special importance in choosing where to direct Federal funding because it now has far more latitude.

Concurrent with our efforts to pursue programmatic funding and beneficial policy, TRP will work with the Environmental Utilities Department to pursue funding through the federal grants process. Specifically, we would work with your staff to develop an overarching grant strategy that outlines an annual plan for grant success that improves on past performance, including working with your internal grant writing team, reviewing prior grant applications to suggest areas of improvement and identifying priority projects.

We will work to target pertinent grant opportunities and keep you apprised of solicitations weekly. We would assist your staff with putting together its application, including reviewing your application, making suggested edits, and having your questions answered by the grant program manager with the agency. Prior to grant solicitations, we develop targeted relationships with federal agency leaders and program managers, and know many of them already, and we will arrange meetings for you to visit with them while you are in Washington, DC. These meetings are critical to a successful application because you are given an opportunity to present your case, get to know the agency official, and get a better understanding of the upcoming solicitation. Moreover, they in turn will likely remember you when your application is submitted, which we believe gives you a leg up on the competition.

While we are readying your grant application for submission, we will work with your congressional delegation to obtain letters of support for your application. Often, we obtain joint letters from the entire delegation which illustrate a strong show of force in support of your grant.

As an example, new opportunities for water infrastructure financing have also recently become available. The Water Infrastructure Finance and Innovation Act (WIFIA), created under the Water Resources Reform and Development Act of 2014, is a low-interest loan program for large drinking water, wastewater and water reuse projects. The program was established in 2014 and provided with appropriations to establish the program in Fiscal Years 2015 and 2016. The EPA has now completed two rounds of funding solicitations and has closed on the first loans.

The program provides up to 35-year fixed rate loans, can provide up to 49% of the cost of a project, and has a total project minimum of \$20 million for large communities (population over 25,000). EPA anticipates opening annual rounds of funding through the program and TRP would work with City staff to put together the best application possible for any relevant projects.

Additionally, in the Water Infrastructure Improvements for the Nation (WIIN) Act passed by Congress in December of 2016, the Bureau of Reclamation established a new process for authorizing Title XVI water recycling and reuse projects. New projects had not had a viable path for authorization since the end of earmarks several years before. The Bureau of Reclamation then established criteria and a process for local sponsors to submit feasibility studies for approval. The TRP team has helped multiple clients navigate this process, with both the City of Pismo Beach, California and the City of Wichita, Kansas recently earning approval of their feasibility studies. This now makes their projects eligible to compete for funding. We continue to work with Congress to ensure robust funding for the Title XVI program and on changes to the program that make it more beneficial to local governments.

One specific area that we have work with Reclamation on is the project selection criteria. The Bureau of Reclamation was using the total volume of water saved as an evaluation criterion, which was disadvantaging projects in smaller areas when compared to those serving major metropolitan areas. The TRP team spoke with both regional offices and the Bureau's Headquarters in Washington, DC to outline this issue. The Bureau of Reclamation then alerted us that they would be proposing revisions to their evaluation criteria prior to the Fiscal Year (FY) 2018 round of funding. Once the proposed changes were released, we helped draft comments supporting the consideration of the volume of water as a percentage of the total water in the system, which would place all projects, no matter their population, on a level playing field. Ultimately, the Bureau did include this criterion in their final notice of funding opportunity for FY 2018.

Tracking Legislation

The TRP team will monitor the introduction and progress of relevant legislation that could impact the City's Environmental Utilities Department. We will keep the City informed of these developments through ongoing communication and regular reports. These updates will include information about the legislation as well as its potential to advance in the current political environment and any recommended engagement on behalf of the City on the issue. The TRP team will also remain in communication with the City's delegation and relevant committee staff to ensure they are informed of the City's interest and that we have the latest information on any developments related to the legislation.

TRP will comprehensively monitor any actions by the federal government that may impact the City's priority issues and provide strategic guidance to the City regarding any needed advocacy or education. We will also analyze the hearings and meetings to identify any potential impacts on the City and your citizens. TRP comprehensively covers hearings of relevance to our clients, providing a summary of testimony, any legislation proposed in the meetings, how the hearing fits into the overall conversation on Capitol Hill and next steps.

For instance, although municipal bonds have been tax-exempt for almost 100 years, a number of federal proposals target this exemption, particularly as part of any debate to end sequestration or reduce federal spending. With local governments facing severe budget difficulties, any proposal to limit the tax exemption would put more pressure on local finances by reducing demand for tax-exempt bonds and increasing borrowing costs for state and local governments, ultimately leading to higher taxes or reduced services. On behalf of several clients, we advocated for continuation of the tax-exemption. Ultimately, the issue of the deductibility of municipal bonds was not included in the comprehensive tax reform legislation signed into law at the end of 2017, however it may continue to be an issue in the future, which is something we will keep our eye on.

Likewise, both the Trump Administration and Congress have put forth proposals to modify the Endangered Species Act (ESA). At the heart of these proposals is a push to reduce regulation, streamline federal approvals and permits, and limit the impact of the ESA on private land. Many in Congress see this moment, with a supportive Administration and Republican majorities in both the House and Senate, as their best opportunity to make reforms to the ESA. The Administration's proposals seek to expedite federal interagency consultations and permits related to the ESA, as well as placing parameters on how species are listed, what areas can be considered habitat, and what protections are granted automatically to threatened and endangered species. The House and Senate proposals are more wide-ranging, but essentially seek to limit the ESA's impact on private land management, de-centralize the enforcement of the ESA, and place additional parameters around how species and habitat are listed as endangered. These efforts provide an opportunity to address the issues the City might be facing.

Tracking Rule Changes

Regulatory changes and the policies of Federal agencies can have direct impacts on the day to day operations of the City's Environmental Utilities Department. We will track all proposed changes that may impact the City, keep the City informed once these proposals are released and outline an engagement strategy. Once proposed rules or regulations are published, they are typically open for public comment. TRP will draft comments for the City to approve and submit on the proposed initiatives and can help identify other ways to weigh in on the proposed comment from engagement with members of Congress to the use of our strategic communications practice to garner public support for the City's position and drive others to submit comments.

The TRP team has been directly involved with several rulemaking proposals. We have worked with the EPA and the Army Corps of Engineers on the definition of Waters of the United States (WOTUS), which is currently being re-written. The 2015 rule raised concerns that it may have significantly expanded the definition of WOTUS to include tributaries, ditches, canals, and other water bodies that can potentially drain into navigable waters, interstate waters, or the territorial seas. These water bodies would have been subject to new requirements, and some waters currently covered by a permit could have been subject to additional monitoring and regulation when those permits were renewed. These requirements can be burdensome, especially when combined with California's robust environmental laws. A recent South Carolina District Court ruling has allowed the 2015 rule to go into effect in 26 states, including California. Over the next several months the EPA and Corps will work to develop a new proposed rule, which will then be available for public comment, and is likely something you would comment on.

Additional opportunities for the City of Roseville could stem from the EPA's Integrated Municipal Stormwater and Wastewater Plan. In 2011, the Environmental Protection Agency (EPA) issued a memorandum entitled "Achieving Water Quality Through Integrated Municipal Stormwater and Wastewater Plans." The memorandum encouraged EPA regions to work with states to allow for comprehensive and integrated planning that would "put municipalities on a critical path to achieving the water quality objectives of the Clean Water Act by identifying efficiencies in implementing sometimes

overlapping and competing requirements that arise from separate waste- and storm-water programs, including how best to make capital investments and meet operation and maintenance requirements.”

In 2012, the EPA subsequently released the “Integrated Municipal Stormwater and Wastewater Planning Approach Framework” (Framework). The Framework outlines the key elements of the integrated planning process and provides a roadmap for developing and implementing such plans. Since 2012, the EPA has continued to support the integrated planning approach, including through several technical assistance grants to help communities develop such plans. TRP has worked with our clients on this issue and assisted the City of Santa Maria, CA in receiving one of five technical assistance grants awarded by the EPA to help develop its Integrated Plan. The City is one of the first agencies to pursue the integrated plan process from the permitting perspective rather than in connection with an enforcement action and consent decree. Congress has continued to support Integrated Planning and the Senate’s 2018 Water Resources Development Act bill would codify the Integrated Planning program. This program could provide opportunities for the City of Roseville to address stormwater and wastewater issues.

Our firm has been directly engaged on behalf of our clients on landfill and recycling regulation issues as well, particularly in working with the EPA on regulatory issues. The EPA announced an Advanced Notice of Proposed Rulemaking (ANPRM) and public comment period in mid-2014 regarding methods to reduce emissions from existing municipal solid waste landfills. Most existing landfills are subject to control requirements in either the landfill New Source Performance Standards (NSPS) or the federal or state plans implementing the landfill emissions guidelines, which were both promulgated in 1996. The EPA believed that these guidelines merited review to determine the potential for additional reductions in emissions of landfill gas. We worked with our clients to draft comments on this proposal and advocated for their priorities on this issue.

In 2016, EPA announced final updates to its NSPS to reduce emissions of methane-rich landfill gas from new, modified and reconstructed municipal solid waste landfills. In a separate action, EPA also issued guidelines for reducing emissions from existing municipal solid waste landfills. The final rule became effective on October 28, 2016. However, in May 2017, the EPA announced that they were reconsidering several issues in the 2016 rule and enacted a 90 day stay on the 2016 NPS rule. This stay expired in August 2017, meaning the rule is currently in effect. The EPA still plans to move forward with reconsidering the rule and will develop a new path forward, and we would plan to advocate for your needs during this process.

Moreover, the City has expressed support for encouraging pesticide manufacturers to produce products that are less harmful to the environment. One particular chemical of concern in pesticides is glyphosate, which has been listed as a potentially cancerous causing chemical in California. Industry groups then sued the state and successfully prevented the state from requiring warning labels on products containing glyphosate. Meanwhile, the EPA has been in the process of reviewing glyphosate. In December of 2017, the EPA released their Draft Risk Assessment. In the assessment, they conclude that glyphosate is not likely to be carcinogenic to humans and does not pose any other meaningful risk to humans if it is used according to the instructions on the product label. However, they did conclude that it does have the potential to harmfully impact birds, mammals, and terrestrial and aquatic plants. The draft risk assessment was published in the Federal Register in early 2018 and was open for public comment at that time. The EPA does not plan to publish their registration review decision, which would include any mitigation measures to reduce risks to the environment, until 2019. These reviews and public comment periods are key opportunities for the City to engage directly with the EPA on this priority issue and ensure your perspective is heard.

Congressional and Executive Branch Relationships, and Strategic Relationships

The Congressional delegation for the City includes Representative Tom McClintock and Senators Feinstein and Harris. While they would be the foundation of support for our efforts on your behalf, we would also

plan to expand upon these relationships, and bring your issues to the attention of adjacent congressional districts, including Representative Doris Matsui (D-6th), John Garamendi (D-3rd), and Ami Bera (D-7th). We have a track record of establishing regional support for projects, including our work for the Village of Islamorada, Florida, whereby the Florida Keys Water Quality Improvement Program is now supported by roughly 10 members of Congress, while the project itself is in one Congressional district.

With clients already in California, we collaborate on a regular basis with your Senators. Likewise, we will work with the congressional committees having jurisdiction over issues impacting Roseville's water and wastewater issues. This includes the House and Senate Appropriations Committees, including the Subcommittees on Energy and Water and Interior and Environment. Our relationships with staff directors and senior staff on these committees is particularly strong, having worked with them for many years. We also work with the authorizing committees, including the House Transportation and Infrastructure Committee and Senate Environment and Public Works Committee, both with jurisdiction over the Environmental Protection Agency.

TRP engages in regular meetings with Congressional leadership and staff on behalf of our clients in Washington. We stay in continuous contact with these officials by phone and email. We advance already existing political relationships and works to establish new ones. We assist in correspondence between your Congressional delegation and other relevant members of Congress to ensure your viewpoint and suggestions are heard regarding legislation that affects the Roseville's Environmental Utilities Department. Thorn Run Partners focuses its collective efforts intensely on the Congressional members that best enable us to accomplish your goals.

Recently, the firm launched its *Influencer* series, where we host senior congressional staff in our office to discuss the political landscape and legislation important to our clients. Our *Influencer* series is a way for our clients to establish or solidify relationships with congressional leadership in an informal setting. And, we only invite our clients to these off-the-Hill discussions.

Beyond members of Congress, we have relationships at nearly every relevant agency that we can call upon to benefit the City. For instance, we have a great rapport with the entire team handling water and wastewater issues at the Environmental Protection Agency, including EPA's Office of Congressional and Intergovernmental Relations, Office of Water, and Office of Wastewater Management. Our relationships with these offices goes back nearly 20 years. We meet and correspond with these career officials frequently, and our relationships will become your relationships.

Similarly, for the City of Wichita, Kansas and the City of Pismo Beach, California, we have been actively working with leadership at the Bureau of Reclamation, to continuing their aquifer project and the authorization of a water recycling project. This includes career staff with oversight over the policy and budget of the Bureau and political appointees.

The TRP team works closely with organizations such as the National League of Cities, National Association of Counties, the League of California Cities, National Association of Clean Water Agencies, the US Conference of Mayors and others on policy issues. We are in consistent communication with these entities and other groups on issues of importance to multiple stakeholders.

TRP also has extensive experience establishing and managing coalitions in a variety of issue areas. Thorn Run Partners has had demonstrable success building new coalitions from the ground up, as well as managing them, lobbying for them, and providing for their public relations needs. For instance, one such client for whom we helped to create provides an excellent example of the approach, the Continuing Medical Education (CME) Coalition. Even though it was a brand-new entity, we succeeded in making the CME Coalition the Washington, DC standard-bearer for policy matters related to CME. We developed a website,

hosted well-attended congressional policy briefings, brought coalition members together to lobby our issues on Capitol Hill, drove positive stories in the trade press, submitted comments during rulemaking procedures and led numerous stakeholder calls to engage a wide range of non-members in our legislative and regulatory efforts. As a coalition, we made a bigger impact than any single entity ever could have.

In addition to the work we did for the CME Coalition, we also manage or represent several others, including the Partnership for Improvements in Patient Care, the Medical Device Manufacturers Association, the Partnership for Infrastructure Project Excellence and the International Packaged Ice Association.

Meetings in Washington, DC

TRP will schedule all meetings for the City's Environmental Utilities Department in Washington, DC. City representatives must meet with the right members of Congress and Federal agency officials and must deliver the right message. A member of the TRP team will accompany City officials and Environmental Utility Department staff during any meetings with Congress, staff, and agency officials to provide background information and assist as needed. We will work with City staff in advance to ensure that those attending the meeting are knowledgeable on the topics being discussed and equipped with documents to supplement the conversation. We work hard to ensure that all trips are structured to most effectively take advantage of your time in Washington, DC. Since the trip from California to Washington, DC is a long one, we often encourage our CA clients to stay in town for two days, and we fill it with meetings on Capitol Hill and with the Federal agencies.

TRP engages in regular meetings with Congressional leadership and staff on behalf of our clients in Washington. We stay in continuous contact with these officials by phone and email. TRP advances already existing political relationships and works to establish new ones. We assist in correspondence between your Congressional delegation and other relevant members of Congress to ensure your viewpoint and suggestions are heard regarding legislation that affects the City. TRP focuses its collective efforts intensely on the Congressional members that best enable us to accomplish your goals.

Strategic Communications Services

Our team understands the legislative process – and the politics of the process – and possesses the relationships necessary to be effective advocates for clients before Congress and the Executive Branch. A key element of advocacy is ensuring our clients have the proper messaging and attention focused on their issues. With a keen understanding of the intersection between policy and public affairs, Thorn Run Partners maintains key relationships with influential members of the Washington press corps, providing the opportunity to achieve earned media placements for clients that can lend support to their lobbying efforts.

We provide strategic communications services that most firms do not offer. Whether you are trying to influence policy or follow its twists and turns, success demands that the UG effectively engage policymakers, third-party allies, and stakeholders – both internal and external. Thorn Run Partners *Engage* is our unique package of tools and services through which we, with our client partners, develop compelling content and tailor its delivery to the audiences that are essential to your success.

Here are some of the ways we can help Roseville harness our communications strengths to more effectively advocate, influence, and inform.

- Comment Writing Campaigns – driving robust grassroots participation through regulatory comment and congressional letter writing campaigns
- Social Media Management – creating and maintaining respected social media leadership profiles through Twitter and Facebook

- Infographics and One-Pagers – Designing creative infographics, "one-pagers", and advocacy documents that transform arcane policy issues into a compelling story
- Paid Advertising – Devising, designing, and placing impactful advertisements in print and digital formats
- Op-Ed Placement – Crafting and placing strategic op-eds that appear both inside-the-Beltway and across the country
- Policy Briefings and Roundtables – Conceptualizing and executing impactful, well attended, and influential stakeholder gatherings in the Nation's Capital
- Website Design Building state-of-the art websites for coalitions and issue-based advocacy campaigns – both affordably and fast
- Newsletter Development – Establishing though leadership with externally-facing policy newsletters
- Video Production – Choreographing professionally produced videos that provide compelling testimonials to shape the policy debate

We view TRP *Engage* as an enhancement of our advocacy work for you.

Reporting

As we advocate on behalf of the City's Environmental Utilities Department, we will maintain a constant dialogue with City officials, department heads and staff to regularly update you on our work, as well as assess your priorities. We believe that effective communication is critical to successful advocacy, and we will work diligently to keep the Department informed and updated regarding Federal legislation, proposed regulations, initiatives, funding opportunities, and news through a variety of different tracking sources and reports based on the needs and preferences of the City. Rather than simply forwarding along a news article or announcement, we will ensure that all communication provides analysis of the proposal, an outlook for implementation, potential impacts to Roseville, and relevant recommendations for steps to address the issue. Depending on your needs, we can prepare:

- Monthly reports summarizing our activity on behalf of the Environmental Utilities Department;
- Analyses of budget requests and forecasts for policies and programs of importance to the City;
- Reports of, and testimonies from, relevant committee hearings and markups;
- Memos on pertinent Federal initiatives or topics;
- Federal agency and departmental regulations, guidelines, directives, and other instruments of administrative policy;
- Grants and other funding opportunities for proposed City projects;
- Technical reports and memoranda affecting the Department's operations and fiscal conditions;
- Copies of proposed legislation and associated reports;
- "White papers" and materials geared toward elected officials and their staffs that justify your objectives in simple and straightforward language, providing Congress and the Executive Branch with the information they need to be successful on your behalf;
- Support or request letters for Congressional sponsors to use with relevant committees or Federal agencies;
- Any necessary forms for appropriations or authorizations requests.

These formal methods of communication would not replace ongoing communication on urgent issues. The Thorn Run Partners team will bring any emerging issues to the attention of Department staff, outline the potential impacts to the City and provide a suggested path forward.

THORN RUN PARTNERS

GOVERNMENT RELATIONS

October 26, 2018

Thorn Run Partners' Scope of Work for the City of Roseville's Environmental Utilities Department

Scope of Services

As described in our proposal dated September 10, 2018, Thorn Run Partners (TRP) will provide federal lobbying and advocacy services that include:

- **Create a Federal agenda** – In coordination with ENS Resources, Inc., TRP will begin our relationship with the City's Environmental Utilities Department by reviewing your 2018 environmental utilities platform to prioritize your most important objectives, which would guide our efforts. We suggest a separate and distinct federal agenda for the Environmental Utilities Department, whereby we can expand upon your current priorities and develop full one-pagers for many of your issues. The Environmental Utilities Department's Federal Agenda will comprehensively summarize issues and programs of importance to the City Department, emerging Federal issues, and essential funding needs. The document will thoroughly outline each area, its potential impacts to the City and region, and recommend a policy position. This document provides transparency to your Board, City staff and the public regarding the efforts in Washington, DC.
- **Advocate to secure Federal programmatic funding and policy for programs/projects** – During the annual appropriations process, TRP, in coordination with ENS Resources, Inc., will work with your Congressional delegation, members of Congress, and the House and Senate Appropriations Committees, to fund critical programs of importance to the Environmental Utilities Department for all water resource and environmental items as delineated in the Federal Agenda.
- **Advocate to secure Federal competitive grant funding for programs/projects** – In coordination with ENS Resources, Inc., TRP will work with the Utilities Department to pursue funding through the Federal competitive grants process. TRP will work with the Department to develop an overarching grant strategy that outlines an annual plan for grant success that improves on past performance, including working with your internal grant writing team, review prior grant opportunities to suggest areas of improvement and identify priority projects. We will target specific grant opportunities, build the case for funding, and develop key relationships with federal agency leaders and program managers in support of the Department's efforts.
- **Monitor and impact Federal legislation** – The TRP team will monitor the introduction and progress of relevant legislation that could impact the City's Environmental Utilities Department. We will keep the Department informed of these developments through ongoing communication and regular reports. The TRP team will also remain in communication with the City's delegation and relevant committee staff to ensure they are informed of the Department's interest. TRP will also analyze congressional hearings and meetings to identify any potential impacts on the Environmental Utilities Department and your citizens.

THORN RUN PARTNERS

GOVERNMENT RELATIONS

October 26, 2018

Thorn Run Partners' Scope of Work for the City of Roseville's Environmental Utilities Department

- **Monitor and impact Federal regulations** – TRP will track all proposed Federal regulatory changes that may impact the Environmental Utilities Department. Once proposed rules or regulations are published, they are typically open for public comment. TRP will assist with drafting comments for the Environmental Utilities Department to submit and engage with the agencies to advocate for favorable rulemakings.
- **Maintain and enhance Congressional, Executive branch, and strategic relationships** – In coordination with ENS Resources, Inc., TRP will ensure that the Department's voice is heard on Capitol Hill and within the relevant Federal agencies. On your behalf, we will contact members of Congress and Federal agency officials to make them aware of your position on an issue, regulation or legislation.
- **Arrange and attend meetings in Washington, DC** – In coordination with ENS Resources, Inc., TRP will schedule any requested meetings for the City's Environmental Utilities Department in Washington, DC. A member of the TRP team will accompany City officials and Environmental Utility Department staff during any meetings with Congress, staff, and agency officials to provide background information and assist as needed. We will work with City staff in advance to ensure that those attending meetings are knowledgeable on the topics being discussed and equipped with documents to supplement the conversation.
- **Provide strategic communications services (as needed)** – In addition to our standard lobbying services, TRP offers a unique approach by providing strategic communications services as well. TRP maintains key relationships with influential members of the Washington press corps, providing the opportunity to achieve earned media placements for clients that can lend support to their lobbying efforts. This includes comment writing campaigns, op-ed placement, and policy briefings and roundtables, among other services.
- **Provide monthly reports and memos** – In coordination with ENS Resources, Inc., TRP will assist in drafting letters and reports for the City. We will proactively alert the Department to emerging or timely issues where you may want to weigh in with your delegation or other members of Congress. Upon approval from your staff, we will prepare a draft letter for review and signature. Once the letter is signed, we will ensure it is delivered directly to the right person in Washington. Additionally, we will identify situations where a letter from a member of Congress may assist the City in accomplishing a goal, whether it is a letter of support for a grant application or a letter to Congressional leadership advocating for programs of importance to the City and will work with the member's office to secure that letter.
- **Collaborate and coordinate our efforts with ENS Resources and the Ferguson Group** – The TRP team is prepared to work with ENS Resources, as the lead firm for Environmental Utilities Department, and the Ferguson Group, who represents the City of Roseville on policy issues outside of those relevant to

THORN RUN PARTNERS

GOVERNMENT RELATIONS

October 26, 2018

Thorn Run Partners' Scope of Work for the City of Roseville's Environmental Utilities Department

the Environmental Utilities Department, to help advance the City's and the Environmental Utilities Department's goals.

Project Team

The proposed work by TRP above will be carried out by the following:

- Jim Davenport, Partner
- Greg Burns, Partner
- Gary Palmquist, Senior Vice President; and
- Mary Scott Hardwick, Vice President

Term of Service

December 19, 2018 through November 30, 2024, with the three options to extend the Professional Services Agreement for one additional year at a time.

Cost Proposal

TRP's monthly retainer is \$7,500, for an annual cost of \$90,000. This fee includes all day-to-day expenses.



COUNCIL COMMUNICATION

CC #: 9677
File #: 0800-02

Title: Site Evaluation for City Services - Professional Services Agreement
Contact: Devin Whittington 916-774-5783 dwhittington@roseville.ca.us

Meeting Date: 12/19/2018
Item #: 6.14.

RECOMMENDATION TO COUNCIL

Staff recommends that Roseville City Council adopt a resolution to approve a professional services agreement with HDR Engineering, Inc. for site evaluation for City services, and authorize the City Manager to execute it on behalf of the City.

BACKGROUND

The City of Roseville is currently growing at a rate of 600-1000 homes per year. Every home that is added to the city, results in additional services being required. The city is currently looking into the next thirty years to ensure our utility facilities are capable of meeting the demand of our customers. City of Roseville staff, over the past two years, has examined growth projections and applied them to service requirements. Staff has concluded additional real estate is needed to perform necessary city services, into the future.

Commercial real estate in Roseville that fits operational needs is becoming scarce. City staff is looking to verify assumptions and layout conceptual facilities to determine real estate needs. Once the conceptual layouts are completed, staff will recommend a preferred option for acquisition.

FISCAL IMPACT

The contract amount of \$56,500.00 will be paid by the Solid Waste Fund (460). Funding for the Site Planning service is included in utility service rates.

ECONOMIC DEVELOPMENT / JOBS CREATED

Non Applicable

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical changes in the environment (CEQA Guidelines §15061(B)(3)). Approval of a professional services agreement does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Devin Whittington, Refuse and Stormwater Manager

Rich Plecker, Environmental Utilities Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, positioned above a horizontal line.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-500

HDR PSA

RESOLUTION NO. 18-500

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE
CITY OF ROSEVILLE AND HDR ENGINEERING, INC., AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for a site evaluation for City services, by and between the City of Roseville and HDR Engineering, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: Site Evaluation for City Services

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation ("CITY"), and HDR Engineering,
Inc., a Nebraska corporation ("CONSULTANT"); and

WITNESSETH:

WHEREAS, CITY desires professional services consisting of site evaluation for City
Services; and

WHEREAS, CONSULTANT has prepared a proposal dated October 10, 2018, which
describes the scope of work to be performed by CONSULTANT, the budget for the work, and
the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional
services.

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of
services as described in EXHIBIT "A," attached hereto and incorporated herein by this
reference. CONSULTANT shall perform all services with the care and skill ordinarily used by
members of CONSULTANTs profession practicing under the same or similar circumstances at
the same time and in the same locality.

2. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed fifty-six thousand, five hundred dollars (\$56,500.00).

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

3. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, to the extent resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence, active negligence, or willful misconduct.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

4. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

COVERAGE

LIMITS OF LIABILITY

Workers' Compensation

Statutory

Commercial General Liability

\$1,000,000 each occurrence
\$2,000,000 aggregate
Personal Injury:
\$1,000,000 each occurrence
\$2,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

Professional Liability (errors and omissions)

\$1,000,000 per claim
\$2,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds.

Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and

limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

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

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full

redacted copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

5. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or

expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

6. Time is of the Essence. Time is of the essence of this Agreement.

7. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

8. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

9. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

10. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

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

12. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or

making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

13. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

14. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY. Any modification or reuse of the Materials for purposes other than those intended by this Agreement shall be at CITY's sole risk and without liability to CONSULTANT.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this

Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

15. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CITY may also terminate this Agreement for cause but only after providing CONSULTANT written notice of the breach and a reasonable opportunity to cure. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any Material, notwithstanding any termination or any dispute regarding the amount to be paid.

16. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

19. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Richard D. Plecker
Environmental Utilities Director
2005 Hilltop Circle
Roseville, CA 95747

CONSULTANT

Tim Raibley
Vice President
2365 Iron Point Road, St. 300
Folsom, CA 95630

Either party may amend its address for notice by giving notice to the other party in writing.

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

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

CITY OF ROSEVILLE, a
municipal corporation

HDR ENGINEERING, INC., a
Nebraska corporation

BY: _____
DOMINICK CASEY
City Manager

BY:  _____
its: Vice President

SIGNATURES CONTINUED ON FOLLOWING PAGE

and

ATTEST:

BY: Bonnie J. Kudron
its: Asst. Secretary

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
RICHARD D. PLECKER
Environmental Utilities Director



EXHIBIT “A”



October 10, 2018

Devin Whittington
City of Roseville
Refuse and Stormwater Utility Manager
2005 Hilltop Circle,
Roseville CA 95747

Dear Devin,

We are pleased to offer our assistance to the City of Roseville in the exploration of the City's Environmental/Solid Waste Utilities from the existing Corporation Yard at Hilltop Circle to two other possible sites. We offer the attached approach, scope, schedule and budget to perform an analysis of the operational viability of the two sites under consideration. Also, we offer the attached comments to the City's standard contract terms for your consideration when preparing the contract. Please advise if you need any other supporting information of us.

Rest assured, as a nearly 10,000 person, employee-owned, full-service architectural, structural, mechanical, electrical, and civil engineering firm, we are fully capable of providing these services. We look forward to assisting the City as they explore their future corporation yard needs.

Best regards,

HDR Engineering Inc.

A handwritten signature in blue ink, appearing to read 'Tim Raibley'.

Tim Raibley, PE
Vice President

A handwritten signature in blue ink, appearing to read 'Ken Jong'.

Ken Jong, PE
Vice President

City of Roseville – Site Evaluation for City Services

Understanding

HDR understands the City of Roseville's Corporation Yard located on Hilltop Circle is constrained in terms of providing adequate area for the needs of the various departments it serves, particularly when the future needs of the various departments are assessed. The current corporation yard is configured to support the City's Environmental Utility's, Electric Utility, Public Work's, Parks Fire and Police Departments needs. The Office of Economic Development's 2017-2022 Economic Development Strategy illustrates the City is growing rapidly and needs to maintain a strong public infrastructure to continue to attract businesses and residents to the City.

The City is in a period of growth coupled with new regulations that require public jurisdictions to provide mandatory commercial organics collection and treatment as part of the state's greenhouse gas reduction goals. The state is also finalizing increased waste diversion requirements that will be imposed onto local cities and counties soon. These changes will require additional facilities that may exceed the capacity of the existing Hilltop Circle facility.

In light of these conditions, we understand the City is exploring several sites that could serve the City's future needs in this matter.

Approach

HDR will work interactively with the City staff to evaluate the future needs of the various City services in terms of facilities and dedicated use areas. Using the projected future needs, we will prepare up to a total of four planning level site development scenarios for two separate parcels of land being considered by the City as possible expansion sites to serve the City's needs. The tasks below describe the sequence of our work to assist the City in your consideration of a preferred site.

Task 1 Preliminary Sizing of Future Needs

As a parallel task, HDR will also initiate a review of the preliminary sizing of the current and future needs of each of the City service sectors. We have received and will provide a preliminary review of an analysis of the city's current and projected future staffing, which was prepared by City staff. We will use this data to develop our own estimate of the future facility needs by comparing the City's staffing and facility needs.

Task 2 Clarify Departments to participate in off-Hilltop Circle planning

Based on the outcome of Task 1, Preliminary Sizing of Future Needs, HDR will compare the current facility at Hilltop Circle to the projected future requirements. This exercise will inform the various department managers of the possible constraints to facilitate discussion of the long term use of Hilltop Circle or other sites. HDR understands the Environmental Utilities Solid Waste Division staff will coordinate responses from other city departments and provide a consolidated comment response to HDR for use in assisting the City to finalize preferred functions to be explored at the new annex site.

HDR will document the results of the discussions, summarizing them in a Technical Memorandum which will be distributed to the participating department heads.

Task 3 Prepare Conceptual Site Plans

Using the projected future facility and area needs developed in Task 2, we will prepare a series of conceptual general site arrangement plans illustrating how the two parcels previously identified as potential expansion sites could be configured to serve the City's future needs. We will initiate this task by developing bubble diagrams and process flow maps of how the site could be configured for mixed use. For example, if solid waste future needs involve an organics receiving and transfer facility, the configuration of the site to facilitate ingress/egress such that users are restricted to a specific area will need to be considered. We will identify these types of uses for each of the service sectors being considered for the two sites. Using site constraint criteria combined with future facility and area needs, we will prepare a series of two site development maps of each of the two prospective sites, each illustrating a variety of possible general development plan configurations.

We will come to the City offices to present our draft conceptual site plans and discuss them with the participating department staff. These in-person meetings are intended to expedite the process and improve coordination/communication as we will seek to identify the preferred site configuration, taking into account features such as on-site compatibility while considering the nearest off-site sensitive receptors, etc. We will conclude this task by preparing a conceptual site plan for each of the two prospective parcels.

Task 4 Prepare Summary Overview for Council Consideration

After having identified the preferred site development plan for each of the prospective parcels above, HDR will compile an overview of the planning exercise for city management and elected officials' informational review in a Summary Technical Memorandum. This document will compile the efforts described in the prior tasks in a concise and easy to follow format providing a succinct comparison of the two sites and specifically detailing their relative benefits and limitations.

Assumptions:

- Each of the City's departments will assign a staff to represent their interests at meetings and other instances requiring their engagement in discussions and review.
- The Environmental Utilities Solid Waste staff will coordinate the other city departments' review comments and provide a consolidated set of comments for HDR.
- Comments on draft deliverables will be shared with others to allow a transparent comment review process with the goal of identifying the preferred facility arrangement for the City.

Meetings

- One kick-off meeting to be attended by two HDR staff (Tim Raibley as Project Manager and Michael Lambert or other Architect as available)
- Up to six in-person meetings assumed to be two hours in duration at the City Hilltop Circle offices to be attended by HDR's project manager and architect
- Presentation of materials to the City department heads

Deliverables

- Refined growth projections calculations building on the City's growth projection analysis
- Technical memo summarizing which departments are to be considered for possible off-site expansion
- Draft and Final Conceptual Site maps for up to two prospective development sites
- Draft and Final Summary Technical Memorandum for Council

Information Provided by City

- Current staffing and facilities (percent used if currently under-utilized) for each department occupying the Hilltop Circle facility.
- The two prospective sites, their acreage, street configuration, etc.

Schedule

We can begin this work immediately. Given the urgency of possible prospective sites being available, we understand this work needs to be completed relatively quickly. We therefore anticipate commencing as soon as a Notice to Proceed is issued. We anticipate completing Task 1 within two weeks of the NTP. Assuming City staff are available for Tasks 2 and 3, we anticipate completing these two tasks within about six to eight weeks after Task 1. Again, assuming efficient and coordinated communications between the City departments, we anticipate concluding Task 4 within an additional three to four weeks.

Budget

We offer the following estimate of budget to complete this work.

Task	Description	Estimated Hours	Estimated Amount \$
1	Preliminary Sizing of Future Needs	30	\$5,500
2	Clarify	12	\$2,500
3	Prepare Conceptual Site Configurations	212	\$36,000
4	Prepare Summary Overview	70	\$12,500
	Total	324	\$56,500



COUNCIL COMMUNICATION

CC #: 9717
File #: 0600-08

Title: Fire Department Performance Audit - Professional Service Agreement
Contact: Kevin Payne 916-774-5362 kpayne@roseville.ca.us

Meeting Date: 12/19/2018
Item #: 6.15.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution approving a professional services agreement with Fitch & Associates, LLC for the purpose of providing a performance audit of the Roseville Fire Department, and authorizing the City Manager to execute it on behalf of the City.

BACKGROUND

In July of 2017, the City formed a 20 person citizens committee entitled the Community Priorities Action Committee (CPAC). In April of 2018, the City completed an almost year long process examining the services that are being provided by the five major departments (police, fire, parks, public works and development services) that have the most impact on the City's General Fund (GF). This 20 person citizens committee did a thorough review of the services provided by each of these departments and provided a set of recommendations to address service levels in order to offset shortfalls in the City's GF.

An outcome of this exercise was based on a recommendation from CPAC that Council direct staff to conduct a study on the fire department's staffing model. The purpose of this effort is to look for inefficiencies in the current model and to evaluate if the current model is the highest and best use of equipment and staffing resources, and identify opportunities for cost savings. It is intended that this study be a comprehensive operational and financial audit of the policies and practices related to Personnel Expenditures and current methods of Service Delivery. The City Council reviewed and approved this recommendation and directed Staff to move forward with a formal Request for Proposals (RFP).

In August of this year, staff released a RFP on the Public Purchasing system requesting formal submittals for completing this assessment. In response, staff received 5 separate proposals and following an assessment of the responses and interviewing the top two firms, Fitch and Associates (Fitch) was selected. Fitch has provided similar planning and analysis services for over 1,000 clients represented in all 50 U.S. States throughout its 30 year history. Their team has extensive technical experience and California specific knowledge, based on the make-up of the consultant team. It is for these reasons that they met the qualifications outlined in the RFP and are being recommended to provide this assessment.

FISCAL IMPACT

The total costs for these professional services is \$59,999.00. The City Manager's FY2018-19 budget identified this expense as part of the budget process and the full funding is available through the remainder of this fiscal year.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on federal guidelines approximately one job is created for every \$92,000.00 in direct government spending. Therefore, based on the cost of the work to be completed approximately 0.65 jobs would be created.

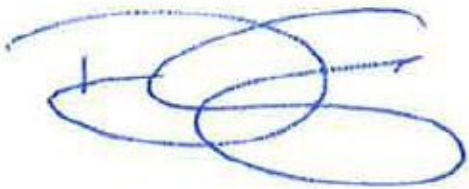
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The proposed performance audit does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Kevin Payne Assistant City Manager

Dominick Casey, City Manager



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-526

PSA

RESOLUTION NO. 18-526

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE
CITY OF ROSEVILLE AND FITCH & ASSOCIATES, LLC, AND AUTHORIZING THE
CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for a performance audit of the Roseville Fire Department, by and between the City of Roseville and Fitch & Associates, LLC, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: Performance Audit of the Roseville Fire Department

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the City of Roseville, a municipal corporation ("CITY"), and Fitch & Associates LLC, a Delaware limited liability company ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of the review of Roseville Fire Department's operational and organizational efficiency, effectiveness, improvement and long-term sustainability based on modern best practices; and

WHEREAS, CONSULTANT has prepared a proposal dated September 10, 2018, which describes the scope of work to be performed by CONSULTANT, the budget for the work, and the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional services related to the assessment of Fire Department operations and organizational characteristics.

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference.

2. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed fifty nine thousand, nine hundred ninety nine dollars (\$59,999.00).

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

3. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

4. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$1,000,000 per claim \$2,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum

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

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

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

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

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

5. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed

hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

6. Time is of the Essence. Time is of the essence of this Agreement.

7. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

8. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

9. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

10. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

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

12. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any

company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

13. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

14. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this

Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

15. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any Material, notwithstanding any termination or any dispute regarding the amount to be paid.

16. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

19. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Kevin Payne
Assistant City Manager
311 Vernon Street
Roseville, Ca 95678

CONSULTANT

Joseph Fitch, Founding Partner
Fitch & Associates, LLC
2901 Williamsburg Terrace,
Suite G, Box 170
Platte City, Missouri 64079

Either party may amend its address for notice by giving notice to the other party in writing.

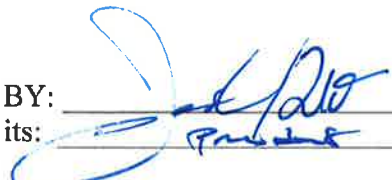
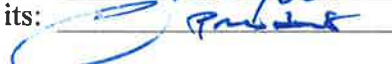
20. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

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

CITY OF ROSEVILLE, a
municipal corporation

FITCH & ASSOCIATES LLC, a
Delaware limited liability company

BY: _____
DOMINICK CASEY
City Manager

BY:  _____
its:  _____
and

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

BY: 
its: Secretary

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
KEVIN PAYNE
Assistant City Manager

EXHIBIT “A”

COPY

Response to Request for Proposal:



PERFORMANCE AUDIT OF THE ROSEVILLE FIRE DEPARTMENT

CITY OF ROSEVILLE, CALIFORNIA

Prepared by:



2901 Williamsburg Terrace #G ■ Platte City ■ Missouri ■ 64079

P: 816.431.2600 ■ F: 816.431.2653

www.fitchassoc.com

CONSULTANT PROPOSAL

Y 900



FITCH
A ASSOCIATES

10 September 2018

Kevin Payne
Assistant City Manager
City of Roseville
311 Vernon Street
Roseville, CA. 95678

Dear Kevin Payne

Fitch & Associates (FITCH) is pleased to respond to your Request for Proposal for the *Preparation Of A Performance Audit Of The Roseville Fire Department Addressing Policies And Practices Related To Personnel Expenditures And Service Delivery*.

We have reviewed the RFP and have incorporated your specific needs into this submission and have organized the information requested for clarity. The FITCH team recognizes the importance of this project to the City and Department and will objectively assess and benchmark the performance of each service line. We will identify implementable opportunities for operational and organizational efficiency, effectiveness, improvement, and long-term sustainability based on modern best practices and the unique characteristics of the City of Roseville.

Our firm is uniquely qualified to submit this response and perform the work required. Fitch & Associates has provided similar planning and analysis services for over 1,000 clients represented in every continent except Antarctica and in all 50 U.S. States throughout its 30-year history. Our team has wide ranging technical expertise and California specific experience. Chiefs Michael Despain (City of Fresno and City of Clovis) and Chief Eric Nickel (City of Palo Alto) have extensive experience in California. We are known for delivering accurate reports within the agreed timeframes and budget.

Fitch & Associates' home office is located at the address below. However, each of the consultants are located in their area of residence and/or expertise. All official hard-copy documents can be sent to the office located below.

Fitch & Associates, LLC
2901 Williamsburg Terrace
Suite G, Box 170
Platte City, Missouri 64079
Telephone: (816) 431-2600
Facsimile: (816) 431-2653



All direct or digital communications can be provided to the project manager Dr. Steven Knight, EFO at sknight@fitchassoc.com or 816-500-7481. Dr. Knight will serve as the project manager and will ensure that all work meets the client's expectations and project timelines.

The consultant (Fitch & Associates) will perform the services and adhere to the requirements described in this RFP, including any addenda.

We appreciate the opportunity to submit this response and look forward to talking with you more about how we can provide you superior services and value.

Warm regards,

A handwritten signature in blue ink, appearing to read "Joseph (Jay) Fitch".

Joseph (Jay) Fitch, PhD
Founding Partner

FIRE DEPARTMENT PERFORMANCE AUDIT CITY OF ROSEVILLE, CA

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TAB C: PROJECT TEAM ORGANIZATION & QUALIFICATIONS

FITCH's specific strengths for this project are centered in the ability to objectively conduct research, manage multiple project priorities and blend both expert and local resources while building support for the outcome. Our key strengths include talented and experienced consultants, time-tested methods, quality teamwork, timeliness, and the ability to provide tangible results.

Talent – Each project is managed by a *FITCH* partner who is responsible for bringing together the specific resources necessary to meet the client's needs. Staffing for this project involves eight team members. Team members have been selected for their specific areas of expertise that match the requirements of this project.

Time-Tested Methodologies – *FITCH's* experience and that of the individual consultants involved represents an unparalleled base for the tasks at hand. We have worked with more than 1,000 clients including local, state and federal government agencies; municipal and volunteer fire departments; ambulance services and hospitals.

Teamwork – Throughout its history, *FITCH* has stayed true to its core values by accomplishing projects using a collaborative approach. This approach offers high levels of involvement for system participants without compromising the independent or objective nature of the project.

Timeliness – *FITCH* is known for producing its work on or before the scheduled completion date and within budget. Timeliness also involves consultant access and response times. Both are as important in consulting, as they are in emergency services.

Tangibles – Tangible results in consulting mean developing solutions addressing the client's needs and providing recommendations that are implemented. *FITCH* is well known for developing innovative solutions to complex issues. Our recommendations and tangible work products have been implemented with greater frequency than those of any other national public-safety consulting firm.

Members of the *FITCH* project team are highly qualified academically with some serving as faculty members at leading educational institutions. Most importantly, *FITCH* has real-world experience managing emergency services across the nation and a track record of content-specific consulting. Each of the firm's partners and the project director proposed for this project has extensive emergency services management experience of more than 30 years. The commitment of top-level resources underscores the importance *FITCH* places on this project team.

FITCH has routinely undertaken projects over the last three decades similar in scope to that proposed by the City. *FITCH* has reviewed systems and processes for nations, states, provinces, regions, and individual departments. Most of our recommendations are implemented due to our real-world approach, matching both the desired outcome with the clear realities in each system.

FITCH proposes an expert group of consultants that are selected specifically for their expertise within this scope of work. All of the consultants work exclusively for Fitch & Associates and no subcontractors are utilized. All of our consultants have direct experience leading municipal fire and EMS agencies. Brief bios of the team members are provided in the “Consultant Resume’s” section.

A project with this level of complexity requires a focused approach by each member of its team. The partner responsible for this project will be Dr. Steven Knight, EFO. Dr. Knight will ensure the coordination of teams and provide overall leadership resulting in a comprehensive study, completed on time and within budget.

The FITCH team will be divided into the following project categories with each category having a specific lead based on areas of expertise:

Table 1: Projects and Team Members

PROJECT CATEGORIES	TEAM MEMBERS
Oversight and Project Lead	Chief Steven Knight, PhD - Partner
Fire and EMS	Chief Steven Knight, PhD Chief Eric Nickel, EFO, CFO Chief Michael Despain, MPA Chief Bruce Moeller, PhD
Emergency Communications/Dispatch	Guillermo Fuentes, MBA – Partner Chief Bruce Moeller, PhD
Finance – Forensic Audits	Dianne Wright, MBA Sheryl Swearengin, CPA Guillermo Fuentes, MBA - Partner
Quantitative Analyses	Gang Wang, PhD
Geographic Information Systems	Brian McGrath President and CEO of CAD North

The following biographical profiles highlight the expert qualifications this team brings to the City of Roseville’s project.

Project Team Members

Chief Steven Knight (Ret.), PhD, Partner – Project Lead. Dr. Knight has nearly 25 years of experience and recently retired as the Assistant Fire/EMS Chief for the City of St. Petersburg, Florida. He is a subject matter expert for both the National Fire Academy and the Center for Public Safety Excellence (CPSE). He has also served as a team leader and peer assessor for the Commission on Fire Accreditation International (CFAI) and has held multiple faculty appointments in Fire Science and

EMS. Dr. Knight previously served the International City and County Management Association (ICMA), as the Senior Manager for Fire and EMS.

Dr. Knight holds a PhD from the University of South Florida in curriculum and instruction and a minor in research and measurement, a master's degree in public administration from Troy University and a bachelor's in Fire & Safety Engineering from the University of Cincinnati. Chief Knight is also a graduate of and previous faculty for the Executive Fire Officer Program (EFO) through the U.S. Fire Administration, Federal Emergency Management Agency. Knight has been accredited multiple times as a Chief Fire Officer (CFO) through the Center for Professional Credentialing. Knight also served as an adjunct professor at St. Petersburg College and the State College of Florida in their Fire Science and Public Safety Administration Programs, is the former program director for Emergency Medical Services at the Manatee Technical Institute, and is an affiliate faculty with the University of Central Florida's College of Medicine.

Chief Michael Despain, MA, EFO, CFO – Senior Consultant - Fire. Michael Despain has over 30 years of experience in the fire service and currently serves as the Fire Chief for the City of Clovis (CA). Chief Despain has worked for a number of fire agencies throughout California and is experienced in the various service models including cities, counties, special districts, contracts for service, consolidated agencies, as well as state and federal models. Chief Despain's professional experience includes 8 years as a Peer Assessor and Technical Advisor for the Center for Public Safety Excellence (CPSE/CFAI), 9 years as a member of a Type I Incident Command Team, and 12 years as chief fire officer.

Chief Despain earned a Bachelor of Arts degree from Fresno Pacific University, a Master of Arts degree from National University, and is a graduate of the Executive Fire Officer (EFO) program through the U.S. Fire Administration's National Fire Academy in Emmitsburg, Maryland. Chief Despain serves on a number of boards and committees including the League of California Cities, the Fresno County Emergency Medical Care Committee, and the Fresno Fire Chief's Foundation.

Chief Eric Nickel, CFO, CFC, EFO – Senior Consultant - Fire. On July 4, 2016, Chief Eric Nickel celebrated 29 years of service as a professional firefighter. Originally educated to be a banker, he graduated from California State University, Long Beach with a degree in Business Administration, Finance. A fateful summer fighting forest fires radically changed his career path. He has worked for five fire departments, large and small, in Southern and Northern California. He joined the Palo Alto Fire Department as their Fire Chief on November 12, 2012.

Eric provides strategic leadership to a team of 120 professional firefighters, paramedics and support staff. He is responsible for the delivery of risk reduction, prevention, fire, rescue and emergency medical services to the communities of Palo Alto and Stanford University.

Eric is a graduate of the National Fire Academy's Executive Fire Officer Program and is professionally credentialed as a Chief Fire Officer through the Commission on Professional Credentialing. He is also

a certified Fire Chief through the State of California State Board of Fire Services. He is one of three active California Fire Chiefs to hold all three professional certifications.

Eric has focused his professional research on fire agency community engagement and public relations programs, using social media as a community link and creating predictive analytic technology solutions to forecast risk reduction opportunities and predict calls for service. Eric seeks to use innovative solutions to make life safer and to create an all-risk emergency services department ready to meet the future challenges and community needs.

Bruce J. Moeller, PhD – Senior Consultant. Dr. Moeller joined the firm last year. He most recently served as Executive Director for Safety & Emergency Services in Pinellas County, Florida and as Interim Chief of Staff for the County. Pinellas County is a community of almost 1 million residents; his areas of responsibility include 9-1-1, EMS & Fire Administration, Justice & Consumer Services, Radio & Technology, Emergency Management and Animal Services. Prior to his current role, Dr. Moeller served as city manager in Sunrise, Florida. Moeller's background includes 30+ years of public safety service, culminating as Chief of Department for several fire-rescue agencies, including Broward County, Florida.

Dr. Moeller is active in fire service and public management organizations, having served in committee and leadership roles for the International City County Management Association (ICMA), National Fire Protection Association (NFPA), and International Association of Fire Chiefs (IAFC). He is also an active member of the International Chiefs of Police (IACP).

Guillermo Fuentes – Partner. Guillermo Fuentes, MBA, has 25 years of emergency services experience that spans multiple public safety services and jurisdictions. He has held executive positions for more than a decade being named Deputy Chief of Montreal (Canada) EMS in 1999. Montreal EMS is the 5th largest municipal ambulance service in North America answering over 300,000 calls for service, while in Montreal he was responsible for overseeing 1100 field employees. One of his core duties was to manage a 118-person communication center. He subsequently served as Deputy Chief of EMS for Niagara EMS and was responsible for building and staffing a new communications center. He led both centers through their NAED accreditation process.

Mr. Fuentes subsequently served as the Chief Administrative Officer for the Niagara Regional Police Service. In this role he was responsible for Information Technology, Human Resources, Records, Communication Center, Fleet and other administrative duties including the finance function. As CAO he also served as the CFO overseeing a 150 million dollar operating budget.

Mr. Fuentes has worked with Fitch & Associates on a part time basis for eight years and joined the firm full time in 2012. He routinely is involved in complex projects. His ability to move between field operations, dispatch centers and administrative functions - applying statistical analysis to real life situations makes his contribution to projects both complete and practical. He holds a Masters

Certificate in Management from Tulane University and a Master's in Business Administration from Aspen University.

Gang Wang, PhD – Senior Consultant-Data Analyst. Dr. Wang has completed more than sixty emergency service operational analyses using data-driven analytical techniques to determine the most efficient organizational and operational structures. Gang has a PhD in Industrial Engineering from Wayne State University and a Master's degree in Management Information Systems from Chongqing University. Previously, Dr. Wang worked for the Center for Public Safety Management and the International City/County Management Association.

Dianne G. Wright, MPA – Governmental Financial Project Coordinator. Ms. Wright is the former Assistant Director of Fire-Rescue Services in Miami-Dade County, Florida. In that capacity for 10 years, she was the senior staff executive and Chief Financial Officer for one of the nation's largest and progressive fire-rescue departments. Ms. Wright enjoyed a 17-year career with Metro-Dade County. Her previous assignments were as the Division Chief for Finance/Public Services in the Public Works Department and as a Budget Analyst for the Office of Management and Budget.

In January 1998, Ms. Wright began consulting on a full time basis and has been affiliated with FITCH for fire and EMS projects since that time.

She also independently served as a consulting staff member to the Governor's Financial Oversight Board for the City of Miami and consults in the area of business processes and performance improvement.

Sheryl Swearengin, MBA, CPA – Director of Finance. Ms. Swearengin has over 25 years' experience with various levels of responsibilities with accounting, construction and wholesale distribution companies. She has 12 years' experience at several local CPA firms, starting as a staff accountant to becoming tax manager. She also was the Chief Financial Officer of a local wholesale distribution company with sales locations in approximately 15 cities for 19 years. Ms. Swearengin has a BBA in accounting and an MBA, in addition to current licensure as a CPA in Missouri. She is currently the Director of Finance for Fitch & Associates LLC.

Brian McGrath – Senior Consultant – GIS and Mapping Analyst. Brian McGrath serves as President of CAD North Inc. His responsibilities include Administration, Marketing, Software Development and Business Analysis/Requirements Documentation. He brings over 18 years' experience in Information Systems management and development in the public safety industry including 10+ years Business and Systems Analysis in public safety software development. He has exceptional ability at requirements capture, analysis and documentation and is fully conversant with all aspects of the software product development and implementation life-cycle. He is an experienced software developer of public safety dispatch applications including software development using TriTech's RAPTOR API. He possesses excellent communications and interpersonal skills, is comfortable at all organizational levels and has a solid base of operational experience in public safety communications.

Workload and Availability for the City's Project

FITCH does not allow our consultants to work more than three projects at a time. In addition, if the projects are large or complex, we may limit the consultants' commitments accordingly. As a client centric and high-engagement consulting firm, we ensure that the resources and personnel dedicated to the project have ample time and availability to accomplish all goals and tasks as designed.

Finally, as a control mechanism, we will establish a communication plan and process to ensure that the project is progressing on time and in accordance with the contract/proposal. Any deviations will be immediately brought to the City's attention and we will work collaboratively to find a reasonable solution that best maintains the desired timeline and quality. In our 30 years of consulting, our process has provided clients superior service.

Project Objectivity and Neutrality

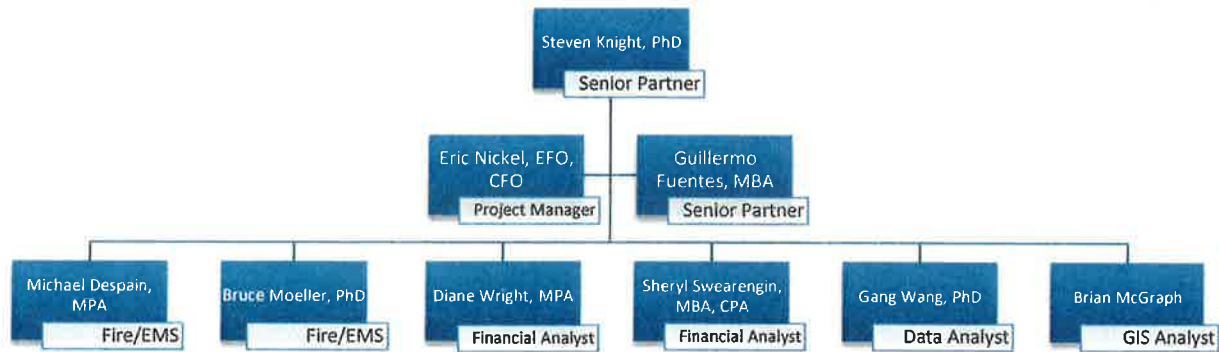
The *FITCH* team has broad-based expertise that naturally blends the competing demands for efficiency and system design in an objective and neutral manner. By design, the firm utilizes a data and research-based foundation, coupled with inner rater reliability procedures, that controls for the naturally occurring biases. Our firm has extensive experience in high-performance system design and efficiency in the use of human and physical resources and continues to serve as a strategic partner with ICMA. Finally, *FITCH* brings nearly 150 years of direct fire/ems service system leadership and management experience to this project that serves to balance the "do more with less" movement with realistic and highly implementable solutions for long-term sustainability while maintaining high quality services.

Please feel free to review our CV's provided in the appendices.

TEAM ROLES AND RESPONSIBILITIES

The team roles and responsibilities were previously presented in the "Proposed Project Team Organization and Qualifications" section. However, the tables are reproduced here for your convenience.

Figure 3: Project Organizational Chart



The project team works together as a cohesive unit on government-based fire and ems organizations. Therefore, a highly efficient and effective synergy is leveraged for our clients. All tasks and scope elements will be accomplished on time and within budget.

While the proposed consulting team has extensive synergy in project experience, consultants have been selected for this project based on their specific expertise. For example, Guillermo Fuentes is an industry leader in dispatch centers, EMS, and system deployment for fire and EMS services. Dr. Knight is an expert on organizational effectiveness, system design and deployment, system effectiveness, community engagement, and firefighter safety. Dianne Wright, is an expert in system funding, financing, and budgeting and worked with the Florida Governor's task force for managing cities in receivership. A more robust response to team member capabilities and capacity were previously provided.

Specifically, Chief Eric Nickel has extensive fire service industry expertise and leadership and has served his entire career within the State of California and is currently serving as Fire Chief for the City of Palo Alto, CA. Similarly, Chief Michael Despain has spent the vast majority of his career within the State of California and most recently served as Fire Chief of the City of Clovis prior to becoming the Fire Chief of Lincoln, Nebraska.

Finally, Dr. Steven Knight and Chief Despain have worked over the past ten years with the Center for Public Safety Excellence (CPSE) and the Commission on Fire Accreditation International (CFAI) engaging in and evaluating communities' public input for strategic planning and system design elements.

TAB D: FITCH & ASSOCIATES' METHODOLOGY AND TEAM

Recognizing that each community is unique - our analysis of the fire department's functions, operations, finances and community expectations must be completed with due regard for local characteristics.

Figure 4: Review Components



This local awareness is balanced with a comprehensive review methodology that incorporates recognized objective benchmarks and international best practices. That information is turned into actionable recommendations incorporating both pros and cons of service delivery changes.

Fitch & Associates (*FITCH*) has over 30 years consulting experience and is internationally recognized as a leader in emergency services development. The project team's leadership has California-specific experience. The proposal that follows describes why *FITCH* is best suited to tackle the issues and objectives requested.

In order to appropriately tackle each of these complex issues in a meaningful, yet cost effective manner, *FITCH* has put together a multidisciplinary team that combines a senior officer for each service line with a partner to review each one of the areas required.

Introduction & Methodology

FITCH is pleased to present a robust response to the City of Roseville's request for proposal. In over three decades of consulting, our experience spans the globe in evaluating and developing emergency service agency plans.

The consultant's role is to objectively undertake an organizational and operational effectiveness and efficiency audit on all facets of the City of Roseville's Fire Department. This evaluation will include a review of community risk, fire department operations, staffing, structure, dispatching, facilities and equipment, performance, and develop future oriented options. At a high level the City seeks to:

- Solicit stakeholder input
- Analyze fire station locations, staffing, conditions, and capabilities.
- Recommend the optimal number of fire stations, apparatus, and personnel while maximizing efficiency and effectiveness and eliminating duplication of services
- Analyze assigned response area for each station
- Analyze the number, distribution, and location of 3 to 5-years of historical incidents by type and severity for each station identifying changes and trends in response history.
- Conduct a risk analyses for each station by historical incident type and severity
- Evaluation of policies and procedures that impact operational, financial, or procurement related activities and/or exposures.
- Analyze the fire apparatus and resource configuration to meet both current and future projected needs.
- Analyze fire-dispatching services.
- Analyze the current organization, staffing, and management functions and effectiveness.
- Analyze the current fire inspection functions, operations, and effectiveness.
- Recommend optimal alternatives to control costs while maintaining high quality services that meet community expectations.
- Conduct a forensic audit of fire department practices and activities
- Explore opportunities for additional funding
- Identify opportunities for enhanced collaborative efforts, shared services, or contracted services (if appropriate)
- Assist in developing future oriented reporting tools
- Compare performance with national recommendations and similarly situated communities

Local governments throughout the country, including the state of California, are facing a new reality in the provision of public services. Fiscal resources may be challenged to sustain the traditional methods and scope of providing services to the community. Concurrently, taxpayers are increasingly unwilling to increase their contributions to fund the status quo. In this environment, it is incumbent on government to assess efficiency and explore options for the delivery of essential services so that policy is established in a transparent environment that links community expectations and industry best practices. This proposal is designed to investigate implementable options for the City.

Many contemporary fire departments have incorporated EMS response into their mission. In these jurisdictions, this service typically accounts for a majority of fire department's emergency responses. *FITCH* brings a unique understanding of both fire-based and 3rd service public EMS systems in addition to fire protection. This fosters a comprehensive system assessment that accounts for the interconnectedness of service deliveries along with realistic and practical recommendations for change.

We propose a team of experts in municipal leadership, fire protection, and emergency medical services to assess performance and explore options for the City to operate within funding limitations

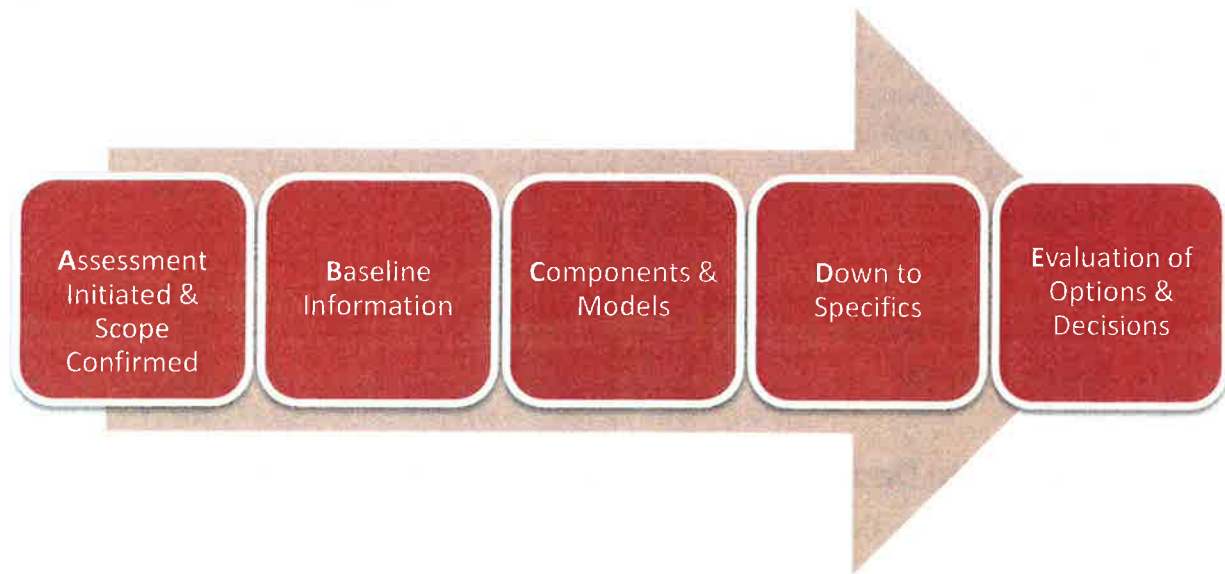
while preparing for the agency's future service delivery in an operationally effective, efficient, and sustainable manner that is aligned with the City's specific community risks.

FITCH is uniquely suited for this project. We have reviewed emergency service systems and developed staffing and deployment plans for over 30 years. We have taught multiple approaches for fire and EMS deployment models for more than a decade as part of the Communications Center Manager's (CCM) program and the Ambulance Service Managers program (ASM) we conduct under the auspices of the International Academies of Emergency Dispatch (IAED) and the American Ambulance Association, respectively. We have served as a resource for detailed reports on emergency services and are a Strategic Partner of the International City and County Management Association (ICMA).

TAB E: PROJECT PLAN

We have organized the engagement to allow the City optimal flexibility to determine its best value as the project develops. The following figure graphically illustrates the project approach.

Figure 5: Description of Project Approach



Project Initiation, Kickoff, and Acquisition and Review of Background Information

The first step in the process is to conduct a kick-off meeting to finalize the work plan and timeline and is paramount to a successful study and the ability of *FITCH* to maximize the effectiveness of its work teams. At the kick-off meeting an overview to the approach of the project will be provided to stakeholders. Any final logistical issues will be resolved during this phase. It is in this phase that key representatives will review and prioritize items outlined in the RFP and provide an opportunity to refine any specific objectives related to each service area or objective.

During the project initiation and/or first on-site visit, personal interviews will be scheduled with the following key stakeholders.

- Elected officials
- City Manager
- Fire Chief
- Fire Rescue Leadership Team
- Labor Executive Board (If appropriate)

Concurrently, *FITCH* will submit an Information Data Request (IDR) that the Departments will complete within 30 days of project initiation.

Overview of the Community Served

Within a risk-based schema, the first step in an analysis is to understand the individual or specific aspects to the City. Therefore, a description of the community served by Department will be completed. Elements included in the community description may include:

- Legal Basis
- Governance and Lines of Authority
- Brief History of the Agency
- Organizational Design
- Financial Basis, including Operating Budget, Funding, Fees, and Taxation
- Geography
- Topography
- Climate
- Population
- Demographic Features
- Disaster Potential

Overview of the Departments and Currently Provided Services

The next step is to review the services that are provided within the existing deployment model and the associated baseline performance for the City and mutual/automatic aid agencies. All of the currently provided service delivery programs will be evaluated in an effort to establish the current deployment strategy and to identify the current baseline performance. The deployment related service delivery programs to be evaluated include:

- Fire Suppression
- Rescue
- Emergency Medical Services
- Hazardous Materials
- Specialized Services such as Technical Rescue, Swift-Water Rescue, Marine Rescue & Firefighting, Dive Rescue, and Wildland Firefighting (as appropriate)

In addition, the current deployment strategy will be identified and described with regards to the number of fire and EMS stations, response territories or demand zones, and apparatus quantity and type. Similarly, the current staffing strategies will be identified and described including the organizational structures, administrative and support staffs, emergency response staffing, and a brief summary of each Department's response history.

Citizen Needs and Stakeholder Input

A review of the community's expectations for service will be completed. This review will include several strategies designed to elicit both internal and external stakeholder input. The process *FITCH* will utilize to elicit internal stakeholder input regarding service expectations will include a series of

on-site structured interviews with key stakeholders. Preliminarily, the stakeholders that have been identified include:

- Elected Officials
- Fire Chief
- Department's Leadership Team
- Random Sample of Line Personnel from
- Labor's Executive Board (if appropriate)

Previously captured data elements such as population density will be synthesized with the forthcoming risk assessment to lend insight for the development of performance goals and objectives. In addition, a review of existing internal guiding documents will be completed. For example, the *FITCH* team will review mission, value, and purpose statements and any existing or desired performance goals and objectives.

Often, a "review of community expectations" only includes inferences from internal staff. The process typically suggested by *FITCH* is to conduct a town-hall style meeting of key external stakeholders. *FITCH* will facilitate a process that allows participants to prioritize the available services and provide essential feedback through the consumer's lens. *FITCH* will review and seamlessly incorporate the external stakeholder feedback. This is very valuable to the process and may serve to balance the gap that often exists between the Departments' desire to provide exemplary services and the community's expectations of said services.

Finally, towards the end of the project, another community engagement is desirable to solicit feedback for substantive recommendations or system alternatives.

Identifying Optimal Fire and EMS Station Locations and Utilization

Analyses at the station level will determine the appropriateness of the fire and EMS station locations in relation to the risk identified and the geographic limitations for travel time. Factors related to the distribution (station locations) such as geographic size, travel impedance, workload, and risk would be evaluated. Similarly, the station level analyses will also include elements of concentration such as the numbers of apparatus or personnel required at each level of distribution necessary to reliably respond to the demands for service. Elements evaluated for concentration may include the number or risks located in each demand zone or station territory and the capabilities to assemble an effective response force by program area. Station level performance and capabilities will be illustrated utilizing GIS and quantitative analyses presented in tabular form. Examples of similar analyses are presented for your review and convenience.

Marginal Utility of Optimized Resource Allocation

We utilize a proprietary marginal utility model to engage communities in their understanding of the balance between response time performance, the communities willingness to assume risk, and the

costs associated with comparative service levels. In this transparent dialogue, community policy can be clearly derived that meets the best balance between community expectations for service, costs, and outcomes.

Therefore, in each community at any given response time objective (Minutes), an optimal number of fixed facility fire and EMS station locations are identified. Many communities have sited their fire station locations for a wide variety of reasons with the least of them being a specific performance objective. The concept that “faster is always better” passes the common sense test, but in most communities there is a marginal benefit or marginal return on fixed cost investments that may not be providing the desired return on investment. These analyses and continued dialogue with the community provide for a transparent and accountable method to best meet community expectations for service.

In the following example, this community has two fire stations and was meeting their desired performance (minutes). However, the first fire station captures 97.46% of all of the calls in the community from the current location within the desired performance level. In this case it was eight (8) minutes travel time. The second station only added 0.3% improvement in coverage. A quantitative analysis, such as typically presented in an annual report, would report the aggregate performance at 8 minutes 90% of the time, but fall short of illustrating the diminishing return on investment of the second fire station’s contribution at a constant fixed cost for each fire station.

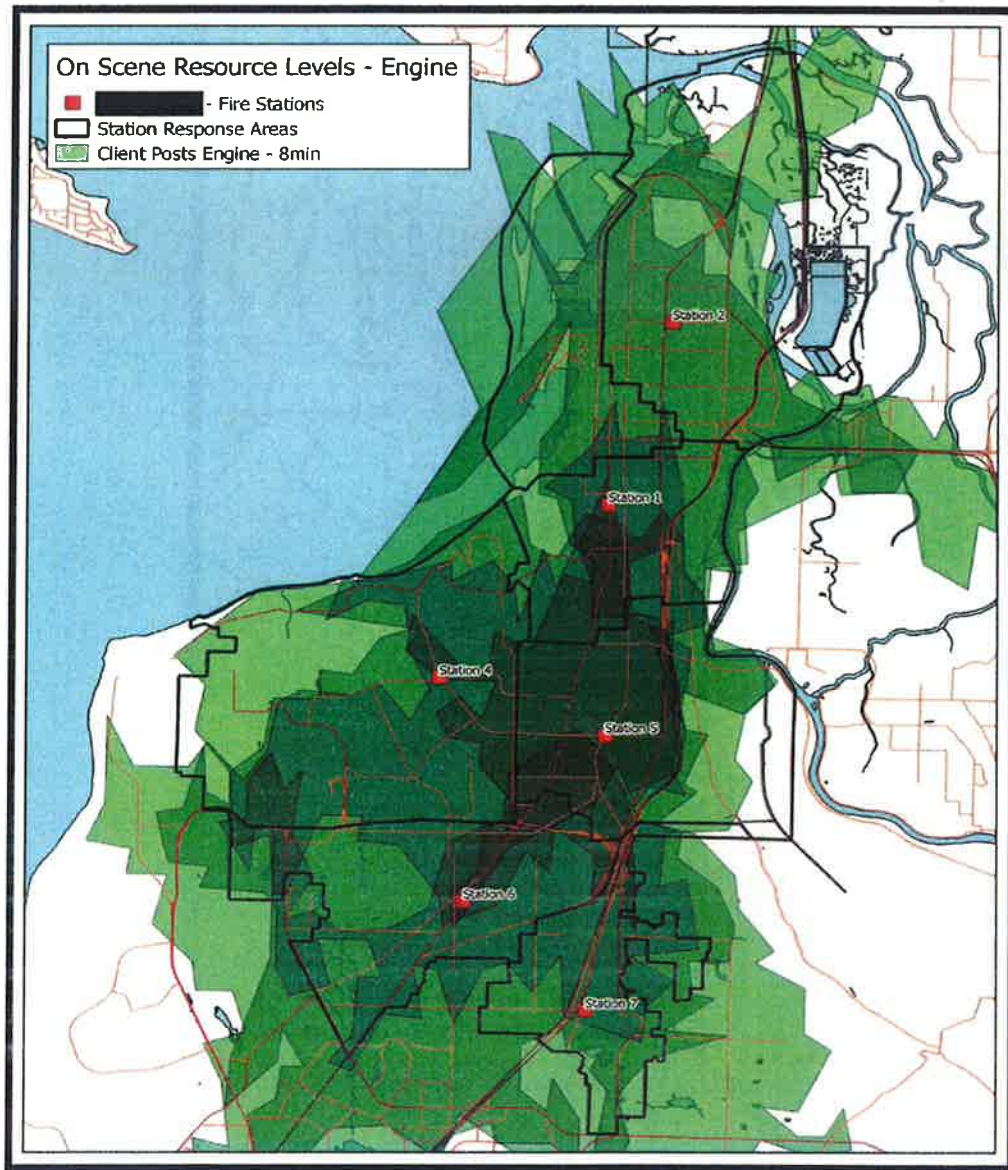
Table 2: Marginal Utility and Optimization of Fire and EMS Station Locations

Station Rank in Contribution to System	Existing Station Number	Station Capture	Total Capture (Cumulative)	Percent Capture (Cumulative)	Contribution to the System
1	Station 2	4,562	4,562	97.46%	97.46%
2	Station 1	14	4,576	97.76%	0.3%

Our approach to optimizing the fire station locations and utilization is determined by the desired service level and capabilities from each of the facilities. Since an optimal number of facilities exist, some communities may be able to consolidate stations, some may currently have the optimal number of facilities, and some may need additional facilities to meet the desired service levels. However, this analysis is the only method to identify the diminishing return or marginal utility of resource allocation as quantitative analyses alone will not identify “overlapping” predetermined response areas. For example, in the following GIS mapping, this illustrates the degree to “overlapping” or redundancy of station coverage areas. The darker the shading the more units are able to cover the same area within the desired performance level. Please see Figure 6 below.

Finally, an evaluation of land use plans, annexation plans, the City’s urban growth boundary, and anticipated changes in community demographics, socioeconomic status, or population will be considered in determining the most appropriate allocation of resources to best meet the unique community profile.

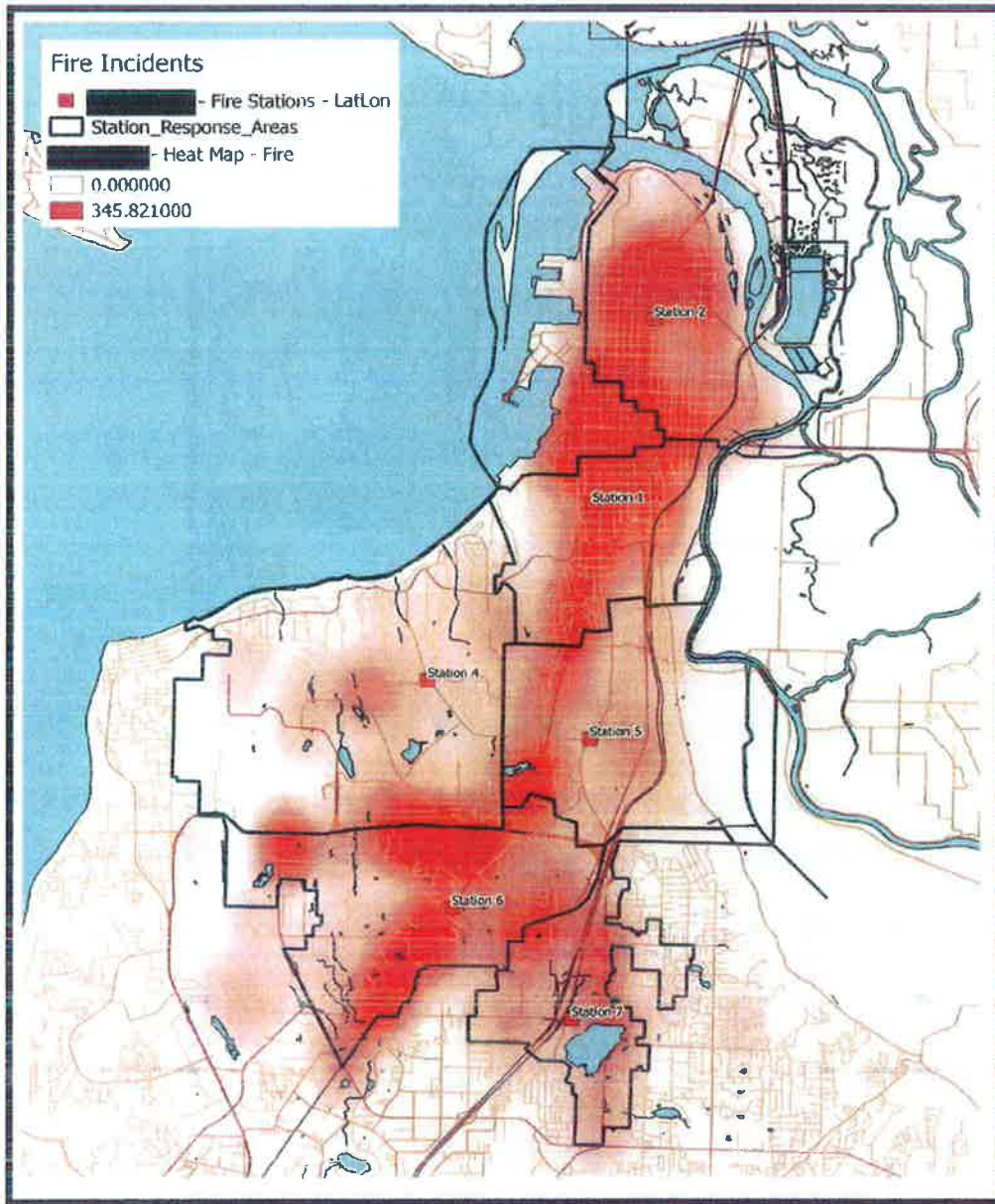
Figure 6: Illustration of Overlapping Station Response Capabilities



Analysis of 3-Year Historical Data by Station Response Area and Call Type

The analysis for this part of the scope of work is a continuation of previous quantitative work for the station locations and response areas as well as the GIS analysis of the location of historical incidents. Therefore, in addition to the previously presented tabular data, all incidents will be geocoded in GIS to generate heat maps as presented in Figure 7. Each major call type will receive a specific analysis (fire, ems, hazmat, technical rescue, etc.)

Figure 7: Example of Historical Call Location Heat Map for Fire Incidents



In summary, the following elements will be evaluated while completing the review of 3-years of historical system performance for the City and all mutual/automatic aid responses given or received:

- Number of calls
- Call frequency
 - Time of day
 - Day of week
 - Month of year

- Call type
 - Fire
 - Ems
 - Hazmat
 - Tech Rescue
- Elements of Time
 - Dispatch time
 - Turnout time
 - Travel time
 - Total response time
- Performance
 - Unit performance
 - Station performance
 - System performance
 - Reliability / Concurrent Calls
 - Workload
 - Call duration
 - Unit Utilization
 - Workload Distribution at Unit and Station levels
- Deployment Modeling
 - Effective Response Force (ERF) performance and capabilities
 - Distribution of Resources
 - Concentration of Resources
 - Automatic and Mutual Aid Capabilities
- Effectiveness / Outcome Measures
 - Call Type
 - Program Area

Risk Analysis for Each Station by Incident Type and/or Severity

FITCH utilizes two perspectives to evaluate community risks. One is the retrospective or historical community demand. As a continuation of the distribution and location of calls sorted by call type (severity) from the previous section, we will complete the review of historical demand and sort by station response area by each call type/severity.

In addition, we can utilize a prospective view to evaluate community risks. Utilizing available data from ISO, we will create a risk matrix that will categorize risks as low, moderate, high, or special risks. This information will be utilized at the occupancy level for the commercial properties within the jurisdiction. An example of an occupancy level risk matrix is provided below as Table 3. **This is only an example as the city and department will participate in developing the relevant risk matrix.**

Table 3: Example of Occupancy Level Risk Severity Matrix

Risk Class	Water Flow		Number of Stories		Protection Systems Present (Yes/No)	Occupancy Building Type*	Total Risk Score
	Value	Scale	Value	Scale			
High	3	≥ 1500 gpm	5	≥ 4	-3/0	3	≥ 9
Moderate	2	> 499 and < 1500 gpm	3	> 1 and < 4	-3/0	2	>3 and <9
Low	1	≤ 499 gpm	1	1	-3/0	1	≤ 3

The combination of the prospective risk as defined (in this example) will generate risks that are mapped by station demand zone and quantitatively analyzed within the context of a station level risk matrix. An example of a station level risk matrix that incorporates both the historical demand (risk) and the prospective (potential) risk is utilized to determine the appropriate balance between the distribution and concentration of needed resources and is provided as Table 4 below. **This is only an example as the city and department will participate in developing the relevant risk matrix.**

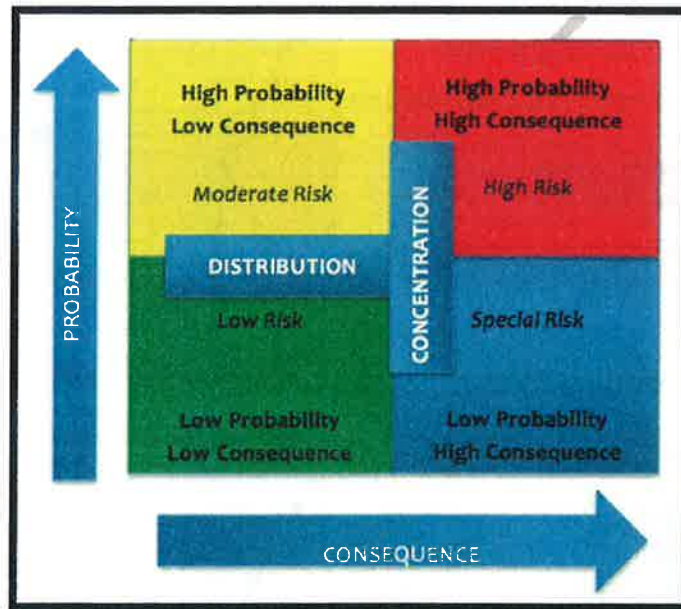
Table 4: Example of Station Fire Response Area Risk Concentration Matrix

Risk Class	Coverage Area (mi ²)		Moderate Risk Occupancies		High Risk Occupancies		Critical Infrastructure Occupancies		Workload (availability)		Total Risk Score
	Value	Scale (mi ²)	Value	Scale	Value	Scale	Value	Scale	Value	Scale (%)	
High	3	≥ 9	3	≥ 100	5	≥ 20	5	≥ 20	5	≥ 20	≥ 20
Moderate	2	> 5 and < 9	2	> 50 and < 100	3	> 10 and < 20	3	> 10 and < 20	3	> 10 and < 20	>10 and <20
Low	1	≤ 4	1	≤ 50	1	≤ 10	1	≤ 10	1	≤ 10	≤ 10

While occupancy level data is primarily used for fire protection, ultimately, all of the types of risk (fire and EMS) will be categorized utilizing a probability/consequence matrix to best determine the appropriate number of resources and staffing to respond to or mitigate risks. This is utilized to ensure that there is the appropriate balance between preparedness, or readiness, for the delivery

system and the actual historical demand. An example of the probability/consequence matrix is provided below as Figure 8.

Figure 8: Example of Probability/Consequence Matrix



Analyze Need for New Stations or Identify Opportunities for Consolidating Existing Stations and Sharing of Equipment and Facilities

All previous efforts as outlined in this scope of work will flow seamlessly to identify the need for new stations as well as identify opportunities to consolidate existing stations and/or collocate or share facilities and equipment. The major elements that will contribute to this analysis are the risk assessment, historical demand, workload, system reliability, and geographic limitations of the jurisdiction.

As an objective data-based firm, we let the data resonate with the policy makers, and then design the system that best meets the competing demands of balancing the community's tolerance for risk and their expectations for service with the desire or capability to pay for preparedness.

All results will be provided in both tabular form as well as through GIS mapping. The following two maps are provided as examples of our objectivity for system design. In the first example, the agency has seven (7) EMS stations with a desired performance level that far exceeds current performance. In this example three years of historical data were analyzed and the optimal station locations were posited. The agency would have to increase from seven (7) stations to 10 stations in order to meet the desired performance. In contrast, the fire services for our example agency has 17 fire stations and could cover 90% of their calls within the desired timeframe within 10 minutes with six (6) stations.

The City will be provided the latitude and longitude coordinates of recommended locations. The GIS mapping for these two examples are provided as Figures 9 and 10 below.

Figure 9: Example of Need for Additional Stations and Optimized Locations

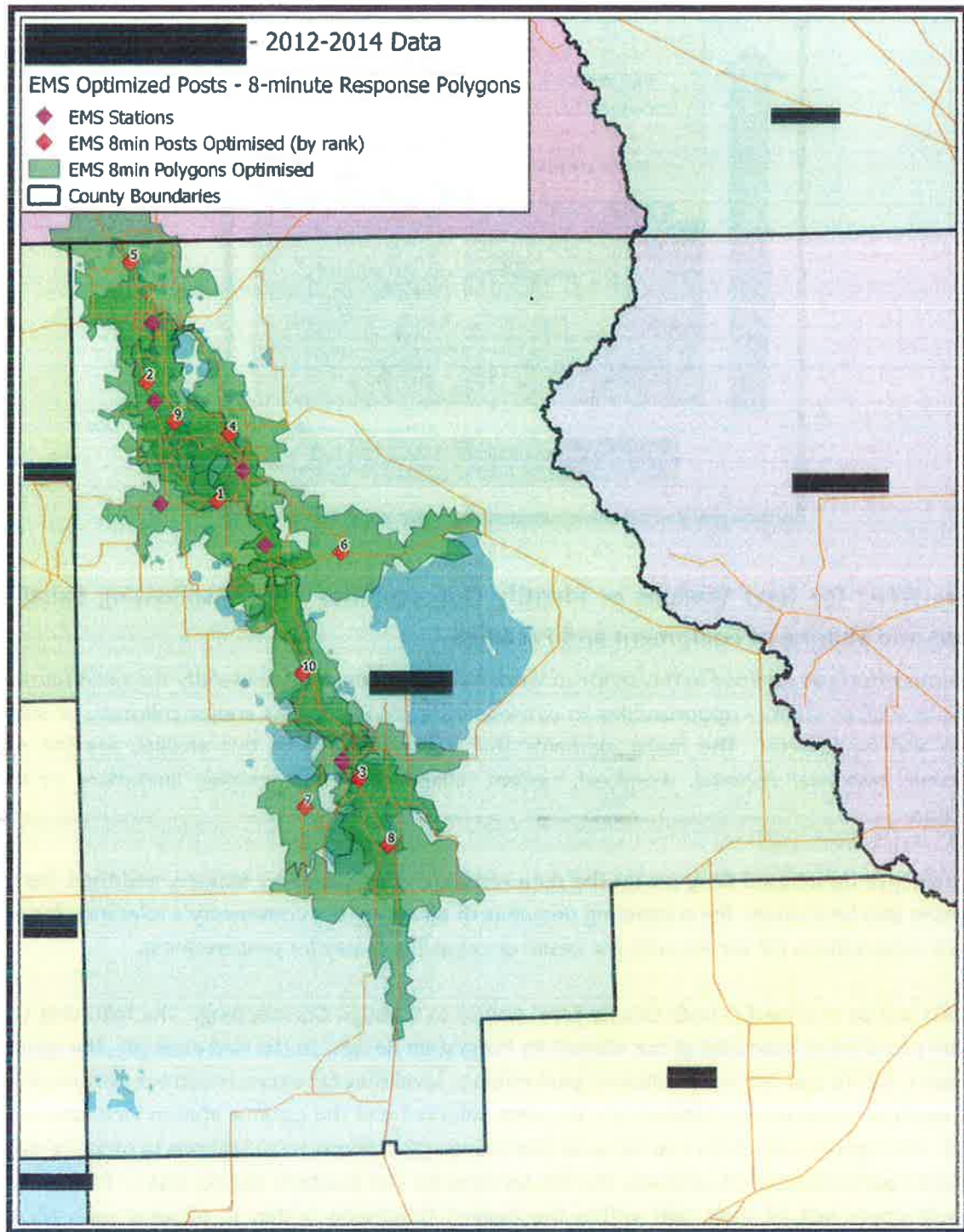
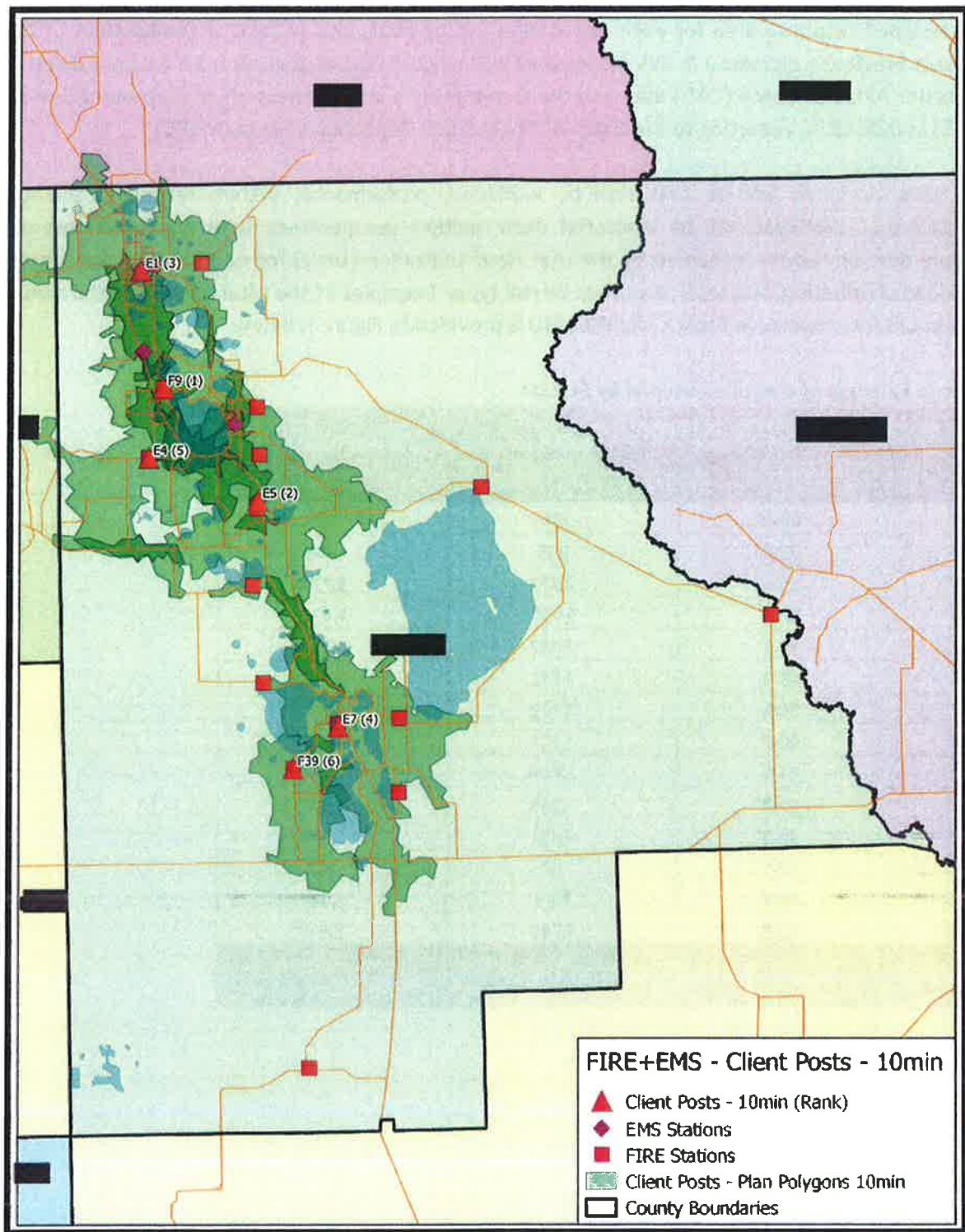


Figure 10: Example of Consolidated Stations



Analysis of Assigned Response Areas

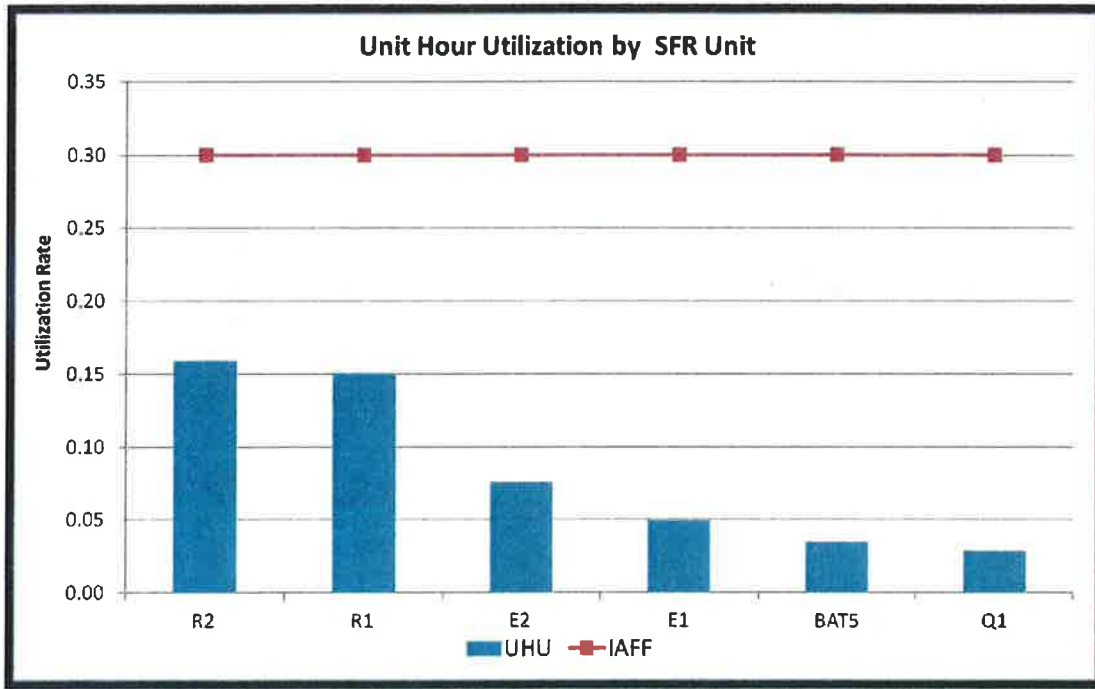
The assigned response area for each fire station will be evaluated utilizing a combination of GIS analyses previously discussed in this proposal as well as quantitative analysis from a combination of Computer Aided Dispatch (CAD) data and the Department's internal Records Management System (RMS) as utilized for reporting to the National Fire Incident Reporting System (NFIRS).

The assigned areas will be evaluated by workload, performance, system reliability, and call concurrency. Workload will be evaluated from multiple perspectives; total unit responses per station, time on task as measured by the Unit Hour Utilization (UHU) for each unit and/or station, workload distribution, and total responses by risk type. Examples of the total responses and annual busy hours are provided in Table 5 and the UHU is provided as Figure 11 below.

Table 5: Example of Overall Workload by Station

Station	Avg. Busy Minutes per Unit Response	Annual Busy Unit Hours	Annual Total Unit Responses
1	68.9	136	118
2	35.1	943	1,613
3	35.2	2,217	3,776
4	37.8	1,658	2,630
5	35.3	2,832	4,818
6	43.9	1,817	2,482
7	31.9	2,189	4,120
8	48.7	1,722	2,120
9	31.5	2,600	4,952
10	38.8	1,545	2,387
11	36.5	2,152	3,540
12	27.1	62	137
13	43.4	899	1,243
14	29.9	1,749	3,510
Total	36.1	22,519	37,446

Figure 11: Example of Unit Hour Utilization Analysis



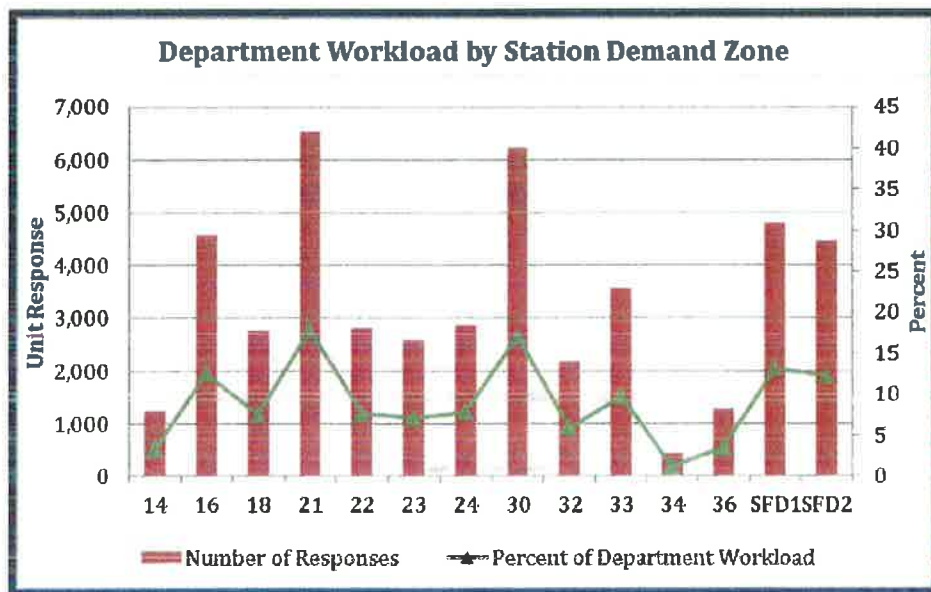
In addition, the type of historical demands for service are examined by each station response area in an effort to validate that the appropriate resources are provided to handle the unique risk profile of the fire station response area.

An example is provided as Table 6 below. Finally, workload is expressed in terms of the total percentage of department workload by each individual station. This is utilized to assist in determining the appropriate staffing and apparatus resource allocation per optimized station. An example is provided as Figure 12 below.

Table 6: Example of Number of Responses by Station Area and Call Type

First Due Station	EMS	Fire	Rescue	Hazmat	Mutual aid	Canceled	Total
14	851	283	7	14	0	70	1,225
16	3,679	625	0	27	9	237	4,577
18	2,056	455	3	50	9	177	2,750
21	4,834	1,177	7	43	10	459	6,530
22	1,898	569	0	21	9	306	2,803
23	1,952	428	0	17	33	162	2,592
24	1,840	542	0	40	262	187	2,871
30	4,893	700	0	33	79	533	6,238
32	1,519	514	0	6	28	99	2,166
33	2,951	455	0	32	22	112	3,572
34	296	86	0	14	0	22	418
36	900	294	0	11	9	60	1,274

Figure 12: Example of Department Workload by Station Area



Each station's performance is evaluated by both their response time performance within their respective fire station first due area and the reliability/concurrency of the stations ability to answer the requests for service. An example of the response performance is provided as Table 7 below.

Table 7: Example of Response Time Continuum by Station and Unit

Station	Unit	Dispatch Time	Turnout Time	Travel Time	Turnout and Travel Time	Response Time	Sample Size
1	ALS3	1.9	1.8	9.0	10.2	11.5	1,488
	ALS6	2.0	2.1	9.4	10.7	12.0	1,364
2	ALS2	1.9	2.1	7.1	8.7	9.9	2,009
3	ALS4	1.9	2.0	8.1	9.3	10.5	2,421
4	ALS7	1.8	2.3	9.0	10.7	11.9	1,640
5	ALS5	1.9	2.2	11.5	12.9	14.2	2,048
6	ALS8	1.7	2.2	12.2	13.4	14.7	1,407
7	ALS1	1.7	2.0	12.1	13.5	14.6	1,530
NA	JAWS	3.0	1.8	9.8	10.8	12.6	73
Total		1.9	2.1	9.9	11.3	12.5	13,980

In addition, measures of reliability will be utilized to determine the effectiveness and validity of the current deployment strategies. Specifically, the percentage of calls that the primary station territory and/or unit was able to respond to when called will be evaluated. Another measure that may be useful is that of analyzing the frequency of concurrent or simultaneous calls. Examples of analyses for station reliability and call concurrency or overlapping calls are provided as Figures 13 and 14, respectively.

Collectively, these analyses, in conjunction with the GIS analyses previously discussed, will provide a robust assessment of the current station configurations, response areas, unit resource allocation, and the appropriate staffing for each fire station based on objective data specific to the community.

The *FITCH* team will work with the City to determine any specific locations to measure independently of the aggregate system design. For example, our system design may suggest that 90% of all requests for service could be served with four (4) minutes and 98% could be service with (6) minutes. We can specifically identify locations that are known or expected to remain as an outlier to overall system performance.

Verification of Data and Development of Reporting Tools

FITCH'S process includes multiple validation and verification checks. For example, when available, the fire department and/or EMS departments reporting information in their respective Records Management Systems (RMS) will be merged with the raw CAD data from the 911 center. In this manner, we are able to measure the degree of agreement between local agency records and the 911 center. Any variability is explored, shared, and discussed with the system stakeholders. If the data cannot be reconciled, we will meet with the client and agree upon which data set has the greatest

value. Finally, recommendations for improvement in data collection or record keeping will be offered, if appropriate.

In all cases, draft data will be shared with the system experts for validation and verification at each critical milestone in the study. All geospatial and quantitative analyses will be balanced with information gleaned from onsite work, direct observations, document reviews, and structured interviews.

Finally, recommendations for reporting tools, methods for capturing targeted data, and intuitive data elements for successful and timely management of system performance and outcomes will be offered.

Figure 13: Example of Station Reliability Analysis

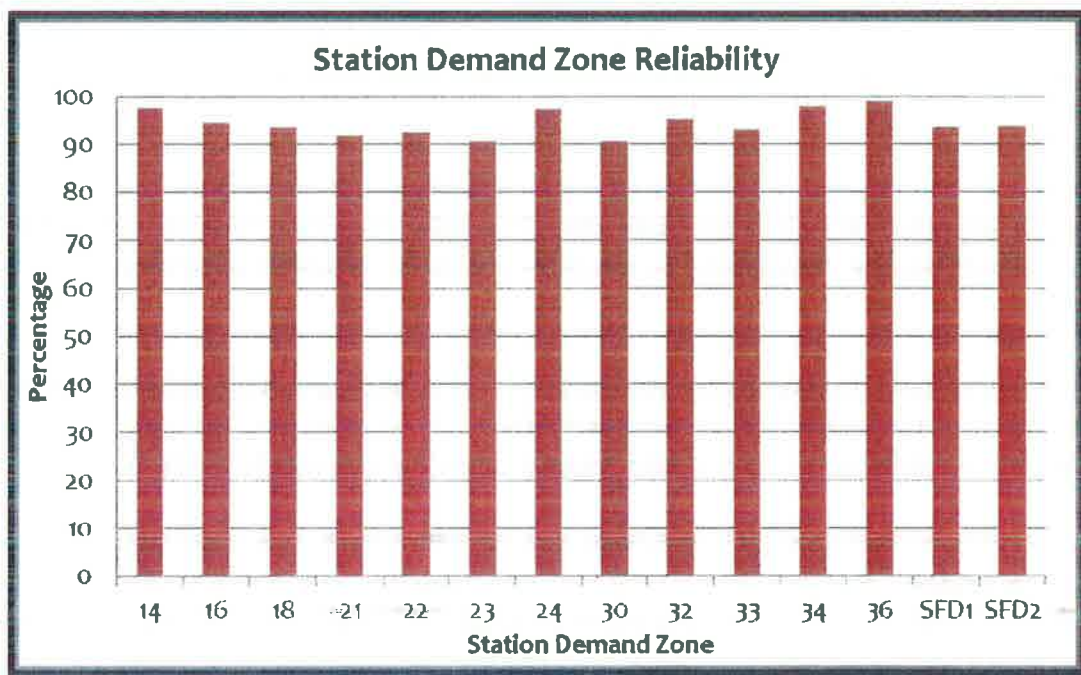
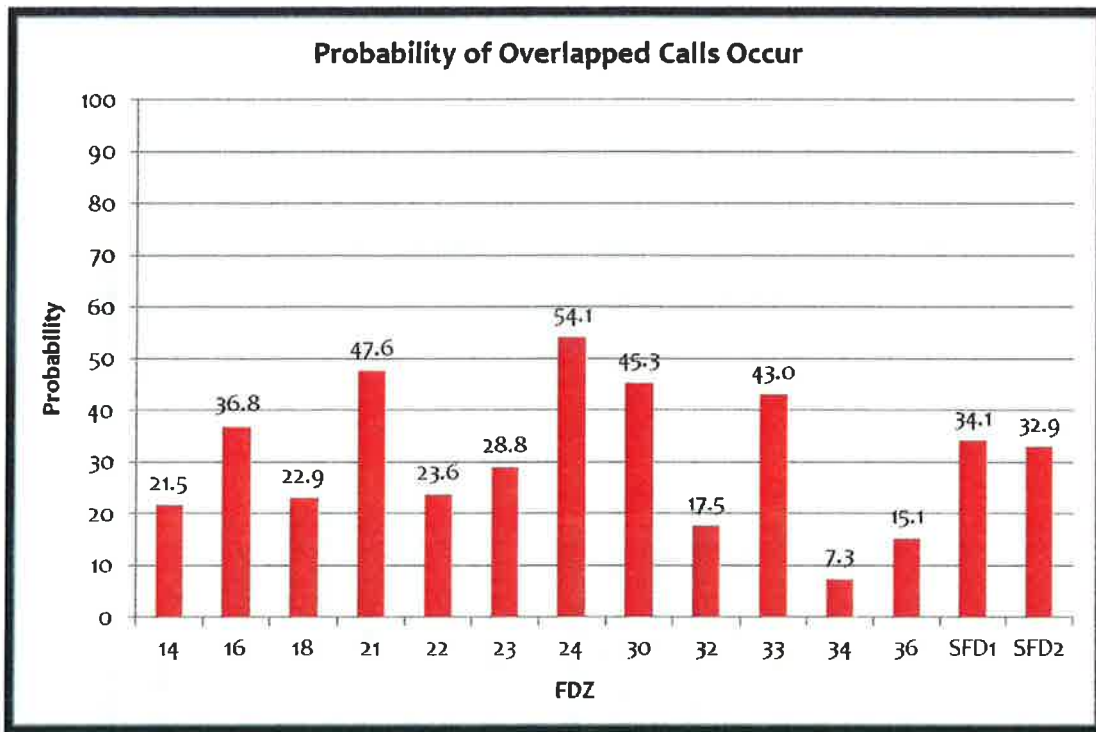


Figure 14: Example of Probability of Overlapping or Simultaneous Calls by Station Area



Fire and EMS Station Staffing

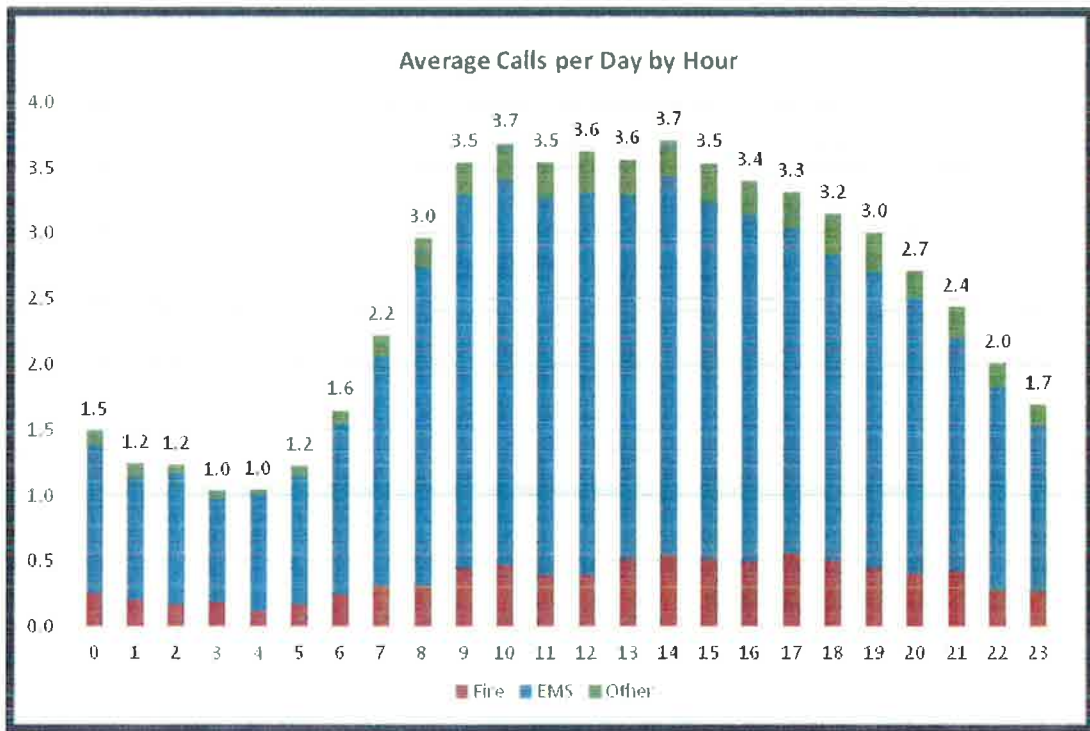
A comprehensive staffing analysis will be completed during this phase of the project with respect to the present staffing and deployment. Recommendations for optimal staffing levels will naturally flow from a review of the unique community characteristics, response configurations, expectations for service, and historical demands for service.

Within the development of the optimized staffing configuration, *FITCH* will evaluate the present shift coverage and scheduling system. Temporal analyses will be completed in an effort to explore options for optimally aligning schedules with demands for service. An evaluation of variables that impact staffing needs such as workweeks, minimum staffing policies, back-fill or contingency policies, vacation accrual and use guidelines, recruitment and retention and unique community risk and service demands will be completed. Opportunities for improved operational and economic efficiency will be identified and recommendations to mitigate deficiencies will be provided.

The following is an example of the results from temporal analyses that demonstrate at what time of day the workload is the highest and thus requiring sufficient resources to meet the demand. It also illustrates that in many communities' alternative deployment strategies or configurations may be considered during the non-peak periods once the baseline service levels have been met.

In addition, this analysis takes into consideration the type of community service demands that the agency responds to. In this example, the demand for fire suppression related services is relatively low as compared to the community's demand for emergency medical services. Again, these analyses may demonstrate opportunities for considering alternative deployment strategies to best align resource allocation to historical demand and community risk. Please refer to Figure 15 below.

Figure 15: Example of Average Calls per Day by Hour of Day

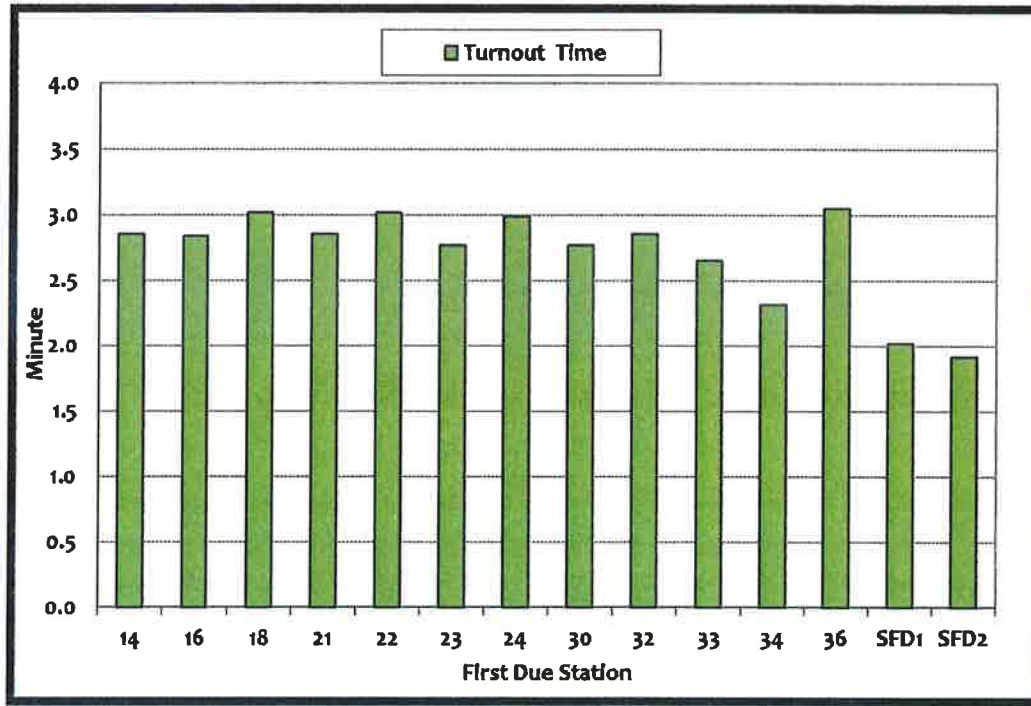


Fire and EMS Stations' Conditions and Capabilities

Each of the fire stations will be evaluated through direct observation and through the lenses of both the current and recommended (if applicable) deployment strategies. In addition, the layout of each station will be evaluated through direct observation and quantitative analysis of station performance on turnout time defined as the time increment from when the crews are notified of an alarm (call) and when they arrive on-scene of the incident (career personnel). An example of the per-station turnout time is presented as Figure 16 below. This is evaluated for both career and volunteer performance, but as it relates to the design and functionality of the station layout, the career staff provides the greatest data based assessment.

Strategies for capital improvement will be offered as appropriate to maintain long-term sustainability of operations.

Figure 16: Turnout Time Performance by Station at the 90th Percentile



Analysis of Fire and EMS Apparatus and Resource Configuration to Meet Both Current and Future Needs

Analyses completed during the earlier phases of this scope of work will be utilized to inform the *FITCH* team as to the optimal quantity of resources, staffing, and resource configurations to meet both current and future demands for services. As proposed this will be accomplished in conjunction with the optimization of the station locations, staffing, and overall risk-based deployment model.

In addition, to direct observation and inspection of vehicles and equipment, *FITCH* will review maintenance practices, replacement schedules, funding strategies and policies, and utilization within the response configurations with respect to unique community service demands and risk profile.

Analysis of Fire and EMS Dispatching Services

The fire and EMS dispatch center will be evaluated as part of the overall response time continuum as previously described. In addition, direct observation, data analyses, and structured interviews will guide the *FITCH* team to identify areas for optimization or improvement. Assessment may include an evaluation of the following elements with respect to the fire dispatch where those activities impact Fire and EMS performance capabilities.

- Utilization Of Priority Dispatch Procedures In Fire And EMS
- Call Answering Time
- Call Processing Time
- Quality Assurance / Quality Improvement Efforts
- Utilization Of Emergency Medical Dispatching (EMD)
- Call Categorizations
- Ability To Differentiate Calls Based On Risk
- Ability To Record All Tactical Channels
- Integration And Capability Of Records Management System

Analysis of Current Fire and EMS Organization, Staffing, and Management

A comprehensive analysis will be completed concerning the overall effectiveness and efficiency of the organizations by function. These analyses will include a review of all levels of the organizations from administration to line personnel. Specific attention will be provided to administrative, staff and supervisory structures and their related assignments. Finally, the decision-making processes will be observed and validated through structured interviews and a review of department policies and documents.

Recommendations will flow through the result of these on-site structured interviews, observations, and our extensive experience in leading and evaluating fire and emergency service organizations. In addition, assessments will be completed with respect to comparison communities, national best practices, and *FITCH's* experience in designing and operating highly efficient and effective organizations. The following questions are representative of the breadth and depth of this assessment:

- Are the Departments' management and administration structure efficient and effective?
- Are the present standards of service and delivery for fire suppression, EMS, rescue, and hazardous materials appropriate for the City's specific and unique characteristics?
- What is the optimal number of personnel needed to staff for the unique community demands?
- To what degree are the following management elements completed? Are they effective?
 - Planning
 - Organizing
 - Staffing
 - Directing
 - Coordinating
 - Reporting
 - Budgeting

- How does community risk reduction, public education, and fire prevention activities align with the agency's goals and objectives?
- What is the organization's overall commitment to firefighter safety?
- Are labor/management relationships reflective of Department's mission, vision, and values?
- What is the preferred communication style? Medium? Is it effective?
- How is information received and processes from the field? Is it effective?

Analysis of Fire Inspection Functions, Operations, and Effectiveness

A comprehensive assessment will be completed of the life safety and fire inspection functions on behalf of the organization. A combination of direct observations, data analyses, document review, and structured interviews will guide the assessment.

Elements to be evaluated may include the following:

- What is the Division management and organizational structure? Is it effective?
- What are the current and/or desired certifications and qualifications of fire prevention/inspection personnel?
- What performance objectives currently exist within the division?
- To what extent does public education and community risk reduction align with divisional and organizational goals and objectives?
- Which version of the code is currently adopted? What modifications or allowances have been made at the local level?
- What is the process for plans review? Performance objectives?
- What is the capability and cycle for completing inspections? How is the current performance? If backlogged, what is the proximate cause?
- What data is currently being collected to drive targeted efforts in prevention?
- Is there a coordinated effort to align field operations and performance with fire prevention activities such as code enforcement and plans review?
- What is the political environment or influence on fire prevention/inspection activities as it relates to the City's position on economic development, growth, and/or the business community?
- What technologies are currently utilized to capture robust data and to drive individual and divisional accountability?

Analysis of Training Program

The results of the quantitative analyses of both potential risk and historical community demand will inform the *FITCH* team on the appropriateness and effectiveness of the training programs.

This portion of the evaluation will ensure that both of the Department's processes and procedures are appropriately aligned to deliver the desired service levels for today and into the future. This evaluation will answer questions of similar nature to the following:

- Do the training programs support the desired deployment strategies?
- Are standard operating procedures/guidelines aligned with deployment strategies?
- To what degree do they enhance firefighter and EMS personnel safety?
- Are the current training and education levels adequate for each staffing position?
 - In 5 and 10 years?
- Do the Departments' training program guidelines, procedures, and processes meet industry standards?
- Are the training programs competency-based?
- Is there appropriate support capacity?
- What efforts exist for quality assurance and quality improvement?
- What relationship does fire prevention, public education, and community risk reduction efforts have with the Department's training programs?
- How do the training programs align with ISO and FL requirements?

Overall, an evaluation will be completed with respect to current or adopted standards of performance and for future service demands over the next 5 to 10 years. Recommendations for changes to the training programs must be aligned with the delivery system, deployment, policies, and procedures.

Review of First Responder Role and Capabilities

As a continuation of all previously discussed geospatial, temporal, and quantitative analyses, the *FITCH* team will review the current deployment strategies in relation to the community's historical risk profile and make recommendations concerning the system's roles and capabilities for first responder activities.

In addition to the City's current capabilities and performance, this review encompasses full consideration of the EMS Transport's current performance and qualifications so that decisions are made from the perspective of a delivery system that is in the best interest of the public. In the last decade, there has been considerable evidence based research on the impact of the first responders' role in relation to the transport provider. Similarly, considerable research has been completed on the efficacy of providing Basic Life Support (BLS) service or Advanced Life Support (ALS) services as first responders and/or as the transport agency.

Specific analyses will be provided to evaluate the time interval between fire department first arrival and the arrival of the ambulance and/or ALS care if it isn't the fire department. A landmark study was recently completed in Canada that found that when the time interval between first response and ALS care was not substantively different (in this study it was one minute) then alternative strategies could be considered. For example, in Vancouver, WA *FITCH* completed a study where the ultimate implementation elongated the transport providers' response time parameters for greater system efficiency since the fire department was providing first response duties. In other situations, it may be better to reduce the number of times the fire department responds to non-emergency incidents

since the research has demonstrated that time is not always of the essence depending on the severity of the incident.

The data will provide an objective framework for consideration of potential opportunities and alternatives, but the process would not be complete without a transparent dialogue with City leadership as to the community's expectations for service and the capability and potential excess capacity available to the system. It is important to consider the long-term implications to sustainability depending on the anticipated or projected growth in community demands.

Overall, recommendations will be provided for the optimal utilization of first responders within the unique community framework.

Compare and Contrast with National and Regional Models

Current and/or desired service levels will be compared with recommendations from the National Fire Protection Association (NFPA), the Commission on Fire Accreditation International (CFAI), and the Insurance Services Organization (ISO). In addition, comparison communities will be established with the City and Staff for comparative purposes.

Service Levels To Be Offered

A key component to exploring options or alternatives is to establish the desired service levels. This part of the process will incorporate several elements from both internal and external stakeholder feedback to establish expectations for service as well as a brief review of the available evidenced-based research related to response times.

Several alternatives will be provided and articulated in such a manner that policy can be transparently adopted with the specific costs associated with the associated desired performance. For example, the financial impact will be provided comparing incremental adjustments to performance for both quicker responses as well as a more measured response. The impact to costs is significant and grows exponentially with the size of the system.

In addition, this type of analysis will be provided at the apparatus level. We will demonstrate the total cost for each apparatus and the corresponding marginal utility or contribution each apparatus provides to the success of the overall system.

Maximizing Fiscal Efficiencies and Funding Opportunities

Throughout this proposal, an underlying evaluation of all best practices, operations, and organizational structures is to either improve services within the current fiscal realities or maintain current services for long-term sustainability at either current or reduced costs.

Potential for increased economies of scale and the utilization of a “system” approach will be evaluated with for the potential to reduce overall community costs for services while maintaining or improving current services.

In all cases, recommended alternatives will be accompanied with the general cost projections, funding strategies, and the advantages and disadvantages of implementation.

Finally, opportunities for additional funding mechanisms will be explored and relevant recommendations will be offered as appropriate.

Forensic Audit

Our forensic audit team, led by Guillermo Fuentes, a certified public accountant (CPA), and a municipal budget director, will complete forensic audits and analyses based on all aspects of operational interests with budget and expenditure implications.

All analyses and recommendations will be reviewed with the city and department in full transparency. Additionally, all assumptions will be reviewed with city staff prior to final recommendations to assure complete transparency and compliance.

Areas of inquiry may include the following items identified:

- Review of collective bargaining agreement
- Review of current procedures, practices related to sworn firefighter staffing, timekeeping, and overtime
- Analyze RFD records related to sworn firefighter staffing and expenditures
- Evaluate internal controls related to sworn firefighter staffing and expenditures
- Review operational practices, rules and staffing in published audit reports that examine firefighter overtime and staffing in other similar agencies
- Review current shift model and contrast with various other shift models
- Evaluate the risk of loss, waste, and potential for abuse with regard to RFD policies and practices relating to personnel expenditures

Project Management and Interaction with City

Our project management is a disciplined and structured process. Key activities are clearly outlined and logically organized to produce specific deliverables within the defined period of time. We will review our progress against the work plan on a regular basis to ensure that we are progressing according to plan. Any deviations will be flagged immediately and appropriate action taken, through discussion with you, to address issues.

As designed, this project will be transparent and highly collaborative. It is essential to the *FITCH* team that the key stakeholders have sufficient opportunity for input and guidance throughout the project. This proposal is assuming a kick-off meeting with the City leadership. As proposed, the *FITCH* team will conduct a minimum of three onsite visits including a formal presentation of the findings and at least one public input meeting (if desired). At a minimum, the *FITCH* team will meet with elected officials, fire rescue administration, and identified key stakeholders.

FITCH is a strategic partner with the International City/County Managers Association (ICMA) and is well versed in public safety models. The lead practitioner on this project, Dr. Knight, previously served as the Senior Manager for ICMA's Fire/EMS Consultancy before ICMA outsourced the Center for Public Safety Management as an independent limited liability corporation (LLC).

For your review, Dr. Fitch and Dr. Knight authored the following publications for ICMA titled "Making Smart Choices about Fire and EMS in a Difficult Economy"; "EMS in an Era of Health care Reform"; and "The New EMS Imperative: Demonstrating Value".

Identified City Resources

As a data-driven analysis, the following sources of information have been pre-identified.

- Department RMS Data
 - Department Incident Reporting RMS
 - Department Patient Care Reports (if separate)
 - Department Inspection/Permitting Records
 - Department Pre-fire Planning Records
- Primary Safety Answering Point (PSAP)
 - Three Years of Raw CAD Data
- Economic Development / Planning
 - Identified Planning Areas
 - Projected Growth
 - Anticipated Annexations
 - Zoning
- Facilities and Apparatus
 - Access and Observation
 - RMS or Database with maintenance records
 - Replacement Schedules
- Fiscal Services
 - Agency Budget
 - Fire-Rescue Budget
 - Capital Improvement Plan
 - Revenue and Taxing Information
 - Grants - Current or Anticipated
- Agency/Department GIS

- Station Territories (Shape files)
- Agency Boundaries
- Major Transportation
- Critical Infrastructures
- Growth Boundaries
- Agency/Department Human Resources
 - Payroll
 - Staffing
 - Scheduling
- Miscellaneous Documents
 - Automatic/Mutual Aid Agreements
 - Contractual Documents for External Services
 - Department Policies and Procedures

Finally, as proposed this project will require three on-site visits with the Departments and staffs. During these visits, access to staff for structured interviews and facilities for direct observation will be necessary as well as continued dialogue for clarification of information.

Proposed project schedule

The process identified in the previous sections will yield the desired results for this project. The assessment of the current system will determine if there are opportunities for reducing expenditures or enhancing service delivery through the completion of a fire department operations and staffing assessment.

The proposed scope of work demonstrates that the consultant understands the desired outcomes and has proposed objectives and tasks to achieve that outcome. A table for each of the proposed objectives and time frames is included to describe the project more clearly.

Table 8: Proposed Timeline

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Kick-Off Meeting, Refine Work Plan and Scope, and Meet with Stakeholders						
Overview of Community Served						
Overview of the Departments and Currently Provided Services						
Citizen Needs and Stakeholder Input						
Optimizing Fire and EMS Station Locations and Utilization						
Analysis of Assigned Response Areas						

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Analysis of 3-Year Historical Data by Station Response Area and Call Type/Severity						
Conduct Risk Analysis of Each Station by Incident Type and/or Severity						
Analyze Need for New Stations or Identify Opportunities for Consolidation of Stations						
Analysis of Fire and EMS Station Staffing						
Analysis of Fire and EMS Station Facilities, Apparatus, Equipment, and Resource Configurations – Current and Future Needs						
Analysis of Fire and EMS Dispatching Services						
Analysis of Current Organization, Staffing, and Management						
Maximizing Efficiencies, Reducing Duplication of Services, and Identifying Opportunities for Improvement						
Maximizing Fiscal Efficiencies, Funding Opportunities, and Recommended Service Levels						
Development of Draft Report						
Final Presentation to City						
Proposed Onsite Visits	#1	#2	#3	#4	#5 & #6	

EXHIBIT “B”

TAB F: COST PROPOSAL

As proposed the total project will require 400 consultant hours. This proposal encompasses the development and delivery of a *Fire Department Audit*, inclusive of all items outlines in this proposal, and scope of services and deliverables section 4.0 and 6.0-6.11, and includes up to six-on-site meetings, one to two public input meetings (as desired) and up to two formal presentation of the final results. All consultants are billed at a blended service rate of \$150 per hour. This proposed pricing is an all-inclusive fixed cost fee that is not to exceed \$59,999.

The Draft and Final Reports will be delivered in an executive summary style PowerPoint report that includes the following:

- Executive Summary
- Background
- Methodology
- Findings and Recommendations

Dr. Knight	Guillermo Fuentes, MBA	Michael Despain, MPA	Eric Nickel, MPA	Dr. Bruce Moeller	Dianne Wright, MBA	Sheryl Swearengin, CPA	Dr. Gang Wang	Brian McGrath
40	30	50	50	30	40	40	80	40
Total Hours								400 Hours



COUNCIL COMMUNICATION

CC #: 9701

File #: 0200

Title: Revenue Enhancement Services - Professional Services Agreement Amendment

Contact: Scott Pettingell 916-774-1306 spettingell@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 12/19/2018

Item #: 6.16.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the following resolutions:

- Resolution authorizing the City Manager to execute a First Amendment to Professional Services Agreement with MuniServices, LLC to include the review and examination of Measure B transactions and use tax records collected by the California Department of Tax and Fee Administration, to extend the term of the agreement for one additional year, and to increase the total contract compensation by \$125,000.00.
- Resolution authorizing MuniServices, LLC access to all sales and transactions and use tax records collected for the City by the California Department of Tax and Fee Administration, including Measure B sales and transaction and use tax records, and superseding the prior resolution authorizing access to sales and use tax records adopted by City Council on February 3, 2016.

BACKGROUND

On February 3, 2016, the City Council authorized the City Manager to enter into an agreement with MuniServices, LLC (MuniServices) to perform revenue enhancement services, including the review and examination of sales and transactions and use tax records. On this same date, the City Council also adopted a resolution authorizing MuniServices to have access to the tax records collected by the California Department of Tax and Fee Administration (Agency) necessary to perform the agreed upon services. This resolution was required in order to comply with Section 7056 of California Revenue and Taxation Code that imposes conditions on the access of tax records.

After the passage of the half-cent transaction and use tax known as "Measure B Protecting Roseville's Public Safety, Roads, and Essential Services," MuniServices notified staff that the City Council must amend the existing agreement with MuniServices to include the review and examination of Measure B transactions and use tax records collected by the Agency. The Agency also separately recommended that the City adopt a new resolution superseding the prior

resolution authorizing MuniServices access to tax records and expanding their access to all sales and transaction and use tax records, including Measure B sales and tax records.

Additionally, the existing agreement with MuniServices included a three-year term, with the option to renew for up to two consecutive one year periods. This initial three-year term will end on February 3, 2019. The recommended amendment exercises the first renewal option for one year and accordingly increases the total compensation authorized under this agreement by \$125,000.00, from \$375,000.00 to \$500,000.00.

FISCAL IMPACT

There are adequate funds available in the FY2018-19 Approved Budget to fund this amendment.

ECONOMIC DEVELOPMENT / JOBS CREATED

This agreement will not have an impact on economic development or job creation.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical changes in the environment (CEQA Guidelines §15061(B)(3)). Approval of an amendment to a professional services agreement for revenue enhancement services does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Scott Pettingell, Budget Manager

Dennis Kauffman, Finance Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-513

First Amendment to PSA with MuniServices

Resolution No. 18-530

RESOLUTION NO. 18-513

APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY
AND BETWEEN THE CITY OF ROSEVILLE AND MUNISERVICES, LLC, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF
OF THE CITY OF ROSEVILLE

WHEREAS, a first amendment to professional services agreement for revenue enhancement services, by and between the City of Roseville and MuniServices, LLC, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said amendment is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Project: Revenue Enhancement Services

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the City of Roseville, a municipal corporation ("CITY"), and MuniServices, LLC, a Delaware limited liability company ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated February 3, 2016 ("Agreement") regarding the following Revenue Enhancement Services: Sales, Transaction and Use Tax Audit, Sales/Use Tax Analysis & Reporting; Property Tax Audit; Property Tax Information; Franchise Fee Compliance Review; and Solid Waste Hauler Franchise Fee Compliance Services ("Services"); and

WHEREAS, on November 6, 2018, the voters of the City of Roseville approved the adoption of a half cent City of Roseville Transactions and Use Tax (known as a "District Tax") known as "Measure B Protecting Roseville's Public Safety, Roads, and Essential Services," to support the City's General Fund. The half-cent local sales tax increase will go into effect on April 1, 2019 (the "District Tax"); and

WHEREAS, the State Board of Equalization or its successor agency the California Department of Tax and Fee Administration (collectively, or in the alternative, the "Agency") has

taken the position that general references to “sales and use tax” are insufficient to allow access to information relating to the collection of the District Tax by the Agency; and

WHEREAS, CITY and CONSULTANT, without conceding the correctness of the Agency’s interpretation, deem it prudent to comply with the interpretation by amending the Agreement to specifically refer to the Local Tax; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code imposes conditions on the access to information related to the collection of sales, transaction, and use tax by the Agency; and

WHEREAS, in order to satisfy the requirements of Section 7056, the parties hereby agree to amend the Agreement as specified herein; and

WHEREAS, CITY also desires by this amendment to exercise its option to extend the term of the Agreement for an additional one (1) year period.

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 2 of the Agreement is amended by adding an additional paragraph to read as follows:

“CITY is exercising its option to extend the term of the Agreement for an additional one (1) year period commencing February 4, 2019 and ending on February 3, 2020.”

2. Paragraph 3 of the Agreement is amended by adding an additional paragraph to read as follows:

“Total annual compensation shall not exceed one hundred twenty-five thousand dollars (\$125,000.00) and total compensation under this Agreement shall not exceed five hundred thousand dollars (\$500,000.00).”

3. Paragraph 22 is hereby added and incorporated into the Agreement as if set forth therein:

“22. Transaction and Use Tax. CONSULTANT qualifies under Section 7056 of the Revenue and Taxation Code to review (Bradley-Burns) confidential taxpayer information and documentation before the State Board of Equalization (BOE) or its successor agency, the California Department of Tax and Fee Administration (collectively, or in the alternative, the “Agency”). CONSULTANT is hereby authorized by this First Amendment to examine transaction tax, sales tax and use tax records of the Agency, including but not limited to the transaction and use tax that becomes effective on or about April 1, 2019 known as “Measure B Protecting Roseville’s Public Safety, Roads, and Essential Services” pertaining to the ascertainment of those sales or transactions and use taxes to be collected for CITY.

CONSULTANT is required to disclose information contained in, or derived from, those transaction, sales and use tax records only to an officer or employee of CITY who is authorized by resolution to examine the information.

CONSULTANT is prohibited from performing consulting services for a retailer during the term of the Agreement. CONSULTANT is also prohibited from retaining the information contained in, or derived from, those transaction, sales and use tax records, after the Agreement has expired.”

4. CITY and CONSULTANT agree that although the scope of work attached to the Agreement generically refers to "sales and use tax" those references are meant to include "sales, transaction, and use tax" as part of the scope of work, including but not limited to any transaction and use taxes adopted after the effective date of the Agreement.

5. The parties agree that the Agreement is applicable to all Sales, Transaction and Use Tax Ordinances currently enacted in the City of Roseville and which may become enacted while the Agreement is in effect.

6. The parties agree that CITY will adopt an updated resolution in substantially the same form as the template provided as Exhibit A to this First Amendment.

7. Except as herein modified, all other provisions of the Agreement, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

8. In case of a conflict between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall strictly prevail.

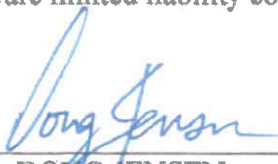
IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this First Amendment to Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the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

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ROSEVILLE, a
municipal corporation

MUNISERVICES, LLC, a
Delaware limited liability company

BY: _____
DOMINICK CASEY
City Manager

BY:  _____
DOUG JENSEN
SVP Client Services

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
DENNIS KAUFFMAN
Finance Director

EXHIBIT "A"

Template Resolution

RESOLUTION NO. 18-

RESOLUTION AUTHORIZING THE EXAMINATION OF SALES OR
TRANSACTIONS AND USE TAX RECORDS

WHEREAS, pursuant to Chapter 4.20 of the Roseville Municipal Code, the City of Roseville ("City") entered into a contract with the State Board of Equalization ("Board") to perform all functions incident to the administration and collection of the Transactions and Use Tax Ordinances and the local sales and use taxes; and

WHEREAS, City deems it necessary for authorized representatives of City to examine confidential sales and transactions and use tax records of the Board or its successor agency, the California Department of Tax and Fee Administration, (collectively, or in the alternative, the "Agency") pertaining to sales and transactions and use taxes collected for City by the Agency; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Agency records and establishes criminal penalties for the unlawful disclosure of information contained in, or derived from sales or transactions and use tax records of the Agency; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code requires that any person designated by City shall have an existing contract to examine City's sales and transactions and use tax records.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that:

Section 1. That the Chief Financial Officer, or other officer or employee of City designated in writing by the Chief Financial Officer to the Agency, is hereby appointed to represent City with authority to examine all of the sales and transactions and use tax records of the Agency pertaining to sales and transactions and use taxes collected for City by the Agency pursuant to the contract between City and the Agency. The information obtained by examination of Agency records shall be used for purposes related to the collection of City's sales and transactions and use taxes by the Agency pursuant to the contract.

Section 2. That the Chief Financial Officer, or other officer or employee of City designated in writing by the Chief Financial Officer to the Agency, is also hereby appointed to represent City with the authority to examine those sales and transactions and use tax records of the Agency for purposes related to the following governmental functions of City:

- a) tracking and economic development;
- b) forecasting and budget related functions;
- c) detection of misallocations and deficiencies.

The information obtained by examination of Agency records shall be used only for those governmental functions of City listed above.

Section 3. That MuniServices, LLC is hereby designated and authorized to examine all of the sales and transactions and use tax records of the Agency pertaining to all sales and use taxes collected for City and any transaction and use taxes collected for City under the following Transactions and Use Tax Ordinances and any future Transactions and Use Tax Ordinances that may be enacted in the City:

Measure B Protecting Roseville's Public Safety, Roads, and Essential Services
as codified in Chapter 4.22 of the Roseville Municipal Code

The person or entity designated by this section meets all of the following conditions:

- a) has an existing contract with City to examine sales and transactions and use tax records;
- b) is required by that contract to disclose information contained in, or derived from those sales and transactions and use tax records only to an officer or employee authorized under Section 1 and Section 2 of this resolution to examine the information;
- c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;
- d) is prohibited by that contract from retaining the information contained in or derived from those sales and transactions and use tax records after that contract has expired.

BE IT FURTHER RESOLVED that the information obtained by examination of Agency records shall be used only for purposes related to the collection of City's sales and transactions and use taxes by the Agency pursuant to the contracts between City and the Agency and for purposes relating to the governmental functions of City listed in Section 2 of this resolution.

Section 4. This resolution supersedes all prior sales and transactions and use tax resolutions of City adopted pursuant to subdivision (b) of Revenue and Taxation Code Section 7056.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

RESOLUTION NO. 18-530

RESOLUTION AUTHORIZING THE EXAMINATION OF SALES OR
TRANSACTIONS AND USE TAX RECORDS

WHEREAS, pursuant to Chapter 4.20 of the Roseville Municipal Code, the City of Roseville ("City") entered into a contract with the California Department of Tax and Fee Administration ("Department") to perform all functions incident to the administration and collection of the Transactions and Use Tax Ordinances and the local sales and use taxes; and

WHEREAS, City deems it necessary for authorized representatives of City to examine confidential sales and transactions and use tax records of the Department pertaining to sales and transactions and use taxes collected for City by the Department; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department records and establishes criminal penalties for the unlawful disclosure of information contained in, or derived from sales or transactions and use tax records of the Department;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that:

Section 1. That the Chief Financial Officer, or other officer or employee of City designated in writing by the Chief Financial Officer to the Department, is hereby appointed to represent City with authority to examine all of the sales and transactions and use tax records of the Department pertaining to sales and transactions and use taxes collected for City by the Department pursuant to the contract between City and the Department. The information obtained by examination of Department records shall be used for purposes related to the collection of City's sales and transactions and use taxes by the Department pursuant to the contract.

Section 2. That the Chief Financial Officer, or other officer or employee of City designated in writing by the Chief Financial Officer to the Department, is also hereby appointed to represent City with the authority to examine those sales and transactions and use tax records of the Department for purposes related to the following governmental functions of City:

- a) tracking and economic development;
- b) forecasting and budget related functions;
- c) detection of misallocations and deficiencies.

The information obtained by examination of Department records shall be used only for those governmental functions of City listed above.

Section 3. That MuniServices, LLC is hereby designated and authorized to examine all of the sales and transactions and use tax records of the Department pertaining to all sales and use taxes collected for City and any transaction and use taxes collected for City under the following Transactions and Use Tax Ordinance:

Measure B Protecting Roseville's Public Safety, Roads, and Essential Services
as codified in Chapter 4.22 of the Roseville Municipal Code

The person or entity designated by this section meets all of the following conditions:

- a) has an existing contract with City to examine sales and transactions and use tax records;
- b) is required by that contract to disclose information contained in, or derived from those sales and transactions and use tax records only to an officer or employee authorized under Section 1 and Section 2 of this resolution to examine the information;
- c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;
- d) is prohibited by that contract from retaining the information contained in or derived from those sales and transactions and use tax records after that contract has expired.

BE IT FURTHER RESOLVED that the information obtained by examination of Department records shall be used only for purposes related to the collection of City's sales and transactions and use taxes by the Department pursuant to the contracts between City and the Department and for purposes relating to the governmental functions of City listed in Section 2 of this resolution.

Section 4. This resolution supersedes all prior sales and transactions and use tax resolutions of City adopted pursuant to subdivision (b) of Revenue and Taxation Code Section 7056.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 9673

File #: 0210

Title: City Transactions and Use Tax Agreements
Contact: Scott Pettingell 916-746-1306 spettingell@roseville.ca.us
Dennis Kauffman 916-746-5313 dkauffman@roseville.ca.us

Meeting Date: 12/19/2018

Item #: 6.17.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to authorize the City Manager to execute two agreements and any related documents with the California Department of Tax and Fee Administration (Department) for the preparation and ongoing administration of the Measure B transactions.

BACKGROUND

After the passage of the half-cent transactions and use tax known as "Measure B Protecting Roseville's Public Safety, Roads, and Essential Services," staff was notified by the Department that the City Council must enter into two agreements with them so they can prepare for and administer the collection of Measure B funds.

The first agreement will authorize the Department to prepare to administer the Measure B transactions and use tax. The amount the City will owe the Department for this work will not exceed \$175,000.00.

The second agreement will authorize the Department to exclusively perform all administrative functions related to the ongoing collection of the Measure B transactions and use tax. The agreement requires the City to pay the Department for all costs associated with the administration of the tax as determined by law. These costs will be deducted from the taxes collected by the Department on behalf of the City.

FISCAL IMPACT

There are adequate funds available in the Fiscal Year 2018-19 General Fund contingency to fund the \$175,000.00 required by the Department to prepare for the implementation of the Measure B transactions and use tax. No budget adjustments are required for the ongoing administration of Measure B as these costs will be deducted from the taxes collected by the Department.

ECONOMIC DEVELOPMENT / JOBS CREATED

Adoption of this resolution will not have an impact on economic development or job creation.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical changes in the environment (CEQA Guidelines §15061(B)(3)). The recommended agreements do not include the potential for a significant environmental effect, and therefore are not subject to CEQA.

Respectfully Submitted,

Scott Pettingell, Budget Manager

Dennis Kauffman, Finance Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-514

Agreement for Preparation to Administer and Operate City's Transactions and Use Tax Ordinance

Agreement for State Administration of City Transactions and Use Taxes

RESOLUTION NO. 18-514

AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS AND ALL
RELATED DOCUMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE
ADMINISTRATION FOR IMPLEMENTATION OF A
LOCAL TRANSACTIONS AND USE TAX

WHEREAS, on June 6, 2018 the City Council approved Ordinance No. 5977 amending the Roseville Municipal Code and providing for a local transactions and use tax; and

WHEREAS, the foregoing Ordinance was approved by a majority vote of the voters of the City of Roseville at a General Municipal Election held on November 6, 2018; and

WHEREAS, the California Department of Tax and Fee Administration (Department) administers and collects the transactions and use taxes for all applicable jurisdictions within the state; and

WHEREAS, the Department will be responsible to administer and collect the transactions and use tax for the City; and

WHEREAS, the Department requires that the City enter into an “Agreement for Preparation to Administer and Operate City’s Transactions and Use Tax Ordinance” and an “Agreement for State Administration of City Transactions and Use Taxes” prior to implementation of said taxes; and

WHEREAS, the Department requires that the City Council authorize the agreements;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreements are hereby approved and that the City Manager is authorized to execute them on behalf of the City of Roseville and is further authorized to execute any subsequent revisions to the agreements if requested by the Department.

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute any related documents with the Department required in order for the Department to administer and collect the transactions and use tax.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE
CITY'S TRANSACTIONS AND USE TAX ORDINANCE**

In order to prepare to administer a transactions and use tax ordinance adopted in accordance with the provision of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the City of Roseville, hereinafter called *City*, and the CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, hereinafter called *Department*, do agree as follows:

1. The Department agrees to enter into work to prepare to administer and operate a transactions and use tax in conformity with Part 1.6 of Division 2 of the Revenue and Taxation Code which has been approved by a majority of the electors of the City and whose ordinance has been adopted by the City.

2. City agrees to pay to the Department at the times and in the amounts hereinafter specified all of the Department's costs for preparatory work necessary to administer the City's transactions and use tax ordinance. The Department's costs for preparatory work include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Department's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a transactions and use tax ordinance. These costs shall include both direct and indirect costs as specified in Section 11256 of the Government Code.

3. Preparatory costs may be accounted for in a manner which conforms to the internal accounting and personnel records currently maintained by the Department. The billings for costs may be presented in summary form. Detailed records of preparatory costs will be retained for audit and verification by the City.

4. Any dispute as to the amount of preparatory costs incurred by the Department shall be referred to the State Director of Finance for resolution, and the Director's decision shall be final.

5. Preparatory costs incurred by the Department shall be billed by the Department periodically, with the final billing within a reasonable time after the operative date of the ordinance. City shall pay to the Department the amount of such costs on or before the last day of the next succeeding month following the month when the billing is received.

6. The amount to be paid by City for the Department's preparatory costs shall not exceed one hundred seventy-five thousand dollars (\$175,000) (Revenue and Taxation Code Section 7272.)

7. Communications and notices may be sent by first class United States mail. Communications and notices to be sent to the Department shall be addressed to:

California Department of Tax and Fee Administration
P.O. Box 942879 MIC: 27
Sacramento, California 94279-0027

Attention: Supervisor
Local Revenue Branch

Communications and notices to be sent to City shall be addressed to:

City of Roseville
311 Vernon Street
Roseville, CA 95678
Attention: Chief Financial Officer

8. The date of this agreement is the date on which it is approved by the Department of General Services. This agreement shall continue in effect until the preparatory work necessary to administer City's transactions and use tax ordinance has been completed and the Department has received all payments due from City under the terms of this agreement.

CITY OF ROSEVILLE

CALIFORNIA DEPARTMENT OF TAX
AND FEE ADMINISTRATION

By _____
Dominick Casey
City Manager

By _____
Administrator

**AGREEMENT FOR STATE ADMINISTRATION
OF CITY TRANSACTIONS AND USE TAXES**

The City Council of the City of Roseville has adopted, and the voters of the City of Roseville (hereafter called "City" or "District") have approved by the required majority vote, the City of Roseville Transactions and Use Tax Ordinance (hereafter called "Ordinance"), a copy of which is attached hereto. To carry out the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code and the Ordinance, the California State Department of Tax and Fee Administration, (hereinafter called the "Department") and the City do agree as follows:

**ARTICLE I
DEFINITIONS**

Unless the context requires otherwise, wherever the following terms appear in the Agreement, they shall be interpreted to mean the following:

1. "District taxes" shall mean the transactions and use taxes, penalties, and interest imposed under an ordinance specifically authorized by Revenue and Taxation Code Section 7261 *et seq.*, and in compliance with Part 1.6, Division 2 of the Revenue and Taxation Code.

2. "City Ordinance" shall mean the City's Transactions and Use Tax Ordinance referred to above and attached hereto, Ordinance No. 5977, as amended from time to time, or as deemed to be amended from time to time pursuant to Revenue and Taxation Code Section 7262.2.

**ARTICLE II
ADMINISTRATION AND COLLECTION
OF CITY TAXES**

A. Administration. The Department and City agree that the Department shall perform exclusively all functions incident to the administration and operation of the City Ordinance.

B. Other Applicable Laws. City agrees that all provisions of law applicable to the administration and operation of the Department Sales and Use Tax Law which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code shall be applicable to the administration and operation of the City Ordinance. City agrees that money collected pursuant to the City Ordinance may be deposited into the State Treasury to the credit of the Retail Sales Tax Fund and may be drawn from that Fund for any authorized purpose, including making refunds, compensating and reimbursing the Department pursuant to Article IV of this Agreement, and transmitting to City the amount to which City is entitled.

C. Transmittal of money.

1. For the period during which the tax is in effect, and except as otherwise provided herein, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City periodically as promptly as feasible, but not less often than twice in each calendar quarter.

2. For periods subsequent to the expiration date of the tax whether by City's self-imposed limits or by final judgment of any court of the State of California holding that City's ordinance is invalid or void, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City not less than once in each calendar quarter.

3. Transmittals may be made by mail or electronic funds transfer to an account of the City designated and authorized by the City. A statement shall be furnished at least quarterly indicating the amounts withheld pursuant to Article IV of this Agreement.

D. Rules. The Department shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and operation of the City Ordinance and the distribution of the district taxes collected thereunder.

E. Preference. Unless the payor instructs otherwise, and except as otherwise provided in this Agreement, the Department shall give no preference in applying money received for state sales and use taxes, state-administered local sales and use taxes, and district transactions and use taxes owed by a taxpayer, but shall apply moneys collected to the satisfaction of the claims of the State, cities, counties, cities and counties, redevelopment agencies, other districts, and City as their interests appear.

F. Security. The Department agrees that any security which it hereafter requires to be furnished by taxpayers under the State Sales and Use Tax Law will be upon such terms that it also will be available for the payment of the claims of City for district taxes owing to it as its interest appears. The Department shall not be required to change the terms of any security now held by it, and City shall not participate in any security now held by the Department.

G. Records of the Department.

When requested by resolution of the legislative body of the City under section 7056 of the Revenue and Taxation Code, the Department agrees to permit authorized personnel of the City to examine the records of the Department, including the name, address, and account number of each seller holding a seller's permit with a registered business location in the City, pertaining to the ascertainment of transactions and use taxes collected for the City. Information obtained by the City from examination of the Department's records shall be used by the City only for purposes related to the collection of transactions and use taxes by the Department pursuant to this Agreement.

H. Annexation. City agrees that the Department shall not be required to give effect to an annexation, for the purpose of collecting, allocating, and distributing District transactions and use taxes, earlier than the first day of the calendar quarter which commences not less than two months after notice to the Department. The notice shall include the name of the county or counties annexed to the extended City boundary. In the event the City shall annex an area, the boundaries of which are not coterminous with a county or counties, the notice shall include a description of the area annexed and two maps of the City showing the area annexed and the location address of the property nearest to the extended City boundary on each side of every street or road crossing the boundary.

ARTICLE III

ALLOCATION OF TAX

A. Allocation. In the administration of the Department's contracts with all districts that impose transactions and use taxes imposed under ordinances, which comply with Part 1.6 of Division 2 of the Revenue and Taxation Code:

1. Any payment not identified as being in payment of liability owing to a designated district or districts may be apportioned among the districts as their interest appear, or, in the discretion of the Department, to all districts with which the Department has contracted using ratios reflected by the distribution of district taxes collected from all taxpayers.

2. All district taxes collected as a result of determinations or billings made by the Department, and all amounts refunded or credited may be distributed or charged to the respective districts in the same ratio as the taxpayer's self-declared district taxes for the period for which the determination, billing, refund or credit applies.

B. Vehicles, Vessels, and Aircraft. For the purpose of allocating use tax with respect to vehicles, vessels, or aircraft, the address of the registered owner appearing on the application for registration or on the certificate of ownership may be used by the Department in determining the place of use.

ARTICLE IV

COMPENSATION

The City agrees to pay to the Department as the State's cost of administering the City Ordinance such amount as is provided for by law. Such amounts shall be deducted from the taxes collected by the Department for the City.

ARTICLE V

MISCELLANEOUS PROVISIONS

A. Communications. Communications and notices may be sent by first class United States mail to the addresses listed below, or to such other addresses as the parties may from time to time designate. A notification is complete when deposited in the mail.

Communications and notices to be sent to the Department shall be addressed to:

California State Department of Tax and Fee Administration
P.O. Box 942879
Sacramento, California 94279-0027

Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to the City shall be addressed to:

City of Roseville
311 Vernon Street
Roseville, CA 95678
Attention: Chief Financial Officer

Unless otherwise directed, transmittals of payment of District transactions and use taxes will be sent to the address above.

B. Term. The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on April 1, 2019. This Agreement shall continue until December 31 next following the expiration date of the City Ordinance, and shall thereafter be renewed automatically from year to year until the Department completes all work necessary to the administration of the City Ordinance and has received and disbursed all payments due under that Ordinance.

C. Notice of Repeal of Ordinance. City shall give the Department written notice of the repeal of the City Ordinance not less than 110 days prior to the operative date of the repeal.

ARTICLE VI
ADMINISTRATION OF TAXES IF THE
ORDINANCE IS CHALLENGED AS BEING INVALID

A. Impoundment of funds.

1. When a legal action is begun challenging the validity of the imposition of the tax, the City shall deposit in an interest-bearing escrow account, any proceeds transmitted to it under Article II. C., until a court of competent jurisdiction renders a final and non-appealable judgment that the tax is valid.

2. If the tax is determined to be unconstitutional or otherwise invalid, the City shall transmit to the Department the moneys retained in escrow, including any accumulated interest, within ten days of the judgment of the trial court in the litigation awarding costs and fees becoming final and non-appealable.

B. Costs of administration. Should a final judgment be entered in any court of the State of California, holding that City's Ordinance is invalid or void, and requiring a rebate or refund to taxpayers of any taxes collected under the terms of this Agreement, the parties mutually agree that:

1. Department may retain all payments made by City to Department to prepare to administer the City Ordinance.

2. City will pay to Department and allow Department to retain Department's cost of administering the City Ordinance in the amounts set forth in Article IV of this Agreement.

3. City will pay to Department or to the State of California the amount of any taxes plus interest and penalties, if any, that Department or the State of California may be required to rebate or refund to taxpayers.

4. City will pay to Department its costs for rebating or refunding such taxes, interest, or penalties. Department's costs shall include its additional cost for developing procedures for processing

the rebates or refunds, its costs of actually making these refunds, designing and printing forms, and developing instructions for Department's staff for use in making these rebates or refunds and any other costs incurred by Department which are reasonably appropriate or necessary to make those rebates or refunds. These costs shall include Department's direct and indirect costs as specified by Section 11256 of the Government Code.

5. Costs may be accounted for in a manner, which conforms to the internal accounting, and personnel records currently maintained by the Department. The billings for such costs may be presented in summary form. Detailed records will be retained for audit and verification by City.

6. Any dispute as to the amount of costs incurred by Department in refunding taxes shall be referred to the State Director of Finance for resolution and the Director's decision shall be final.

7. Costs incurred by Department in connection with such refunds shall be billed by Department on or before the 25th day of the second month following the month in which the judgment of a court of the State of California holding City's Ordinance invalid or void becomes final. Thereafter Department shall bill City on or before the 25th of each month for all costs incurred by Department for the preceding calendar month. City shall pay to Department the amount of such costs on or before the last day of the succeeding month and shall pay to Department the total amount of taxes, interest, and penalties refunded or paid to taxpayers, together with Department costs incurred in making those refunds.

CITY OF ROSEVILLE

CALIFORNIA STATE DEPARTMENT OF
TAX AND FEE ADMINISTRATION

By _____
Dominick Casey
City Manager

By _____
Administrator



COUNCIL COMMUNICATION

CC #: 9699

File #: 0200

Title: Disclosure Consultant Services - Professional Services Agreement Amendment

Contact: Nick Rosas 916-774-5314 nrosas@roseville.ca.us

Meeting Date: 12/19/2018

Item #: 6.18.

RECOMMENDATION TO COUNCIL

It is recommended that City Council adopt a resolution to approve the first amendment to professional services agreement with Fieldman, Rolapp & Associates, Inc. dba Applied Best Practices and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

Fieldman, Rolapp & Associates, Inc. dba Applied Best Practices provides service to the City by preparing continuing disclosure annual reports for outstanding bonds, rating change event notices, Debt Transparency Reports, Marks-Roos Fiscal status reports, and providing year-round credit monitoring.

The amendment is to extend the term of the original agreement for a period of 2 years to ensure the City continues to maintain compliance with debt covenants and files all disclosure reports timely.

FISCAL IMPACT

The cost of the service is estimated to be \$15,000 per year for the two-year extension. Funding is included in the FY2018-19 budget of the General Fund, utility enterprise funds, and community facilities district funds. Spending for the second fiscal year is contingent upon Council approval of the budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not Applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines code section 15061(b)(3)). A professional services agreement amendment does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Nick Rosas, Accounting Supervisor

Dennis Kauffman, Finance Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, positioned above a horizontal line.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-512

PSA Amendment

RESOLUTION NO. 18-512

APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY
AND BETWEEN THE CITY OF ROSEVILLE AND FIELDMAN, ROLAPP & ASSOCIATES,
INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF
OF THE CITY OF ROSEVILLE

WHEREAS, a first amendment to professional services agreement, by and between the
City of Roseville and Fieldman, Rolapp & Associates, Inc., has been reviewed by the City
Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said amendment is hereby approved and that the City Manager is authorized to execute it on
behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Disclosure Consulting Services

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (“CITY”), and Fieldman, Rolapp & Associates, Inc., a California corporation dba Applied Best Practices, (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated March 18, 2015 (“Agreement”) regarding disclosure consulting services (“Project”); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT’s letter/proposal dated October 31, 2018 which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, CONSULTANT is willing and able to provide such additional services.

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide additional services as described in Exhibit “A” of this First Amendment to Agreement.

2. Paragraph 2 of the Agreement is amended by adding an additional paragraph to read as follows:

“CITY shall pay thirty thousand dollars (\$30,000.00), in consideration of the additional services as set forth in Exhibit “A” to the First Amendment to Agreement. This brings the total not to exceed contract amount to eighty thousand dollars (\$80,000.00).”

3. Paragraph 15 of the Agreement is amended by adding an additional paragraph to read as follows:

“In consideration of the First Amendment to Agreement, the term shall be extended for an additional term of two (2) years from the date of execution of all parties.”

4. All other provisions of the Agreement shall remain unchanged and in full force and effect.

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

SIGNATURES ON FOLLOWING PAGE

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

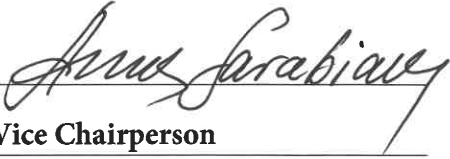
APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
DENNIS KAUFFMAN
Director of Finance

FIELDMAN, ROLAPP & ASSOCIATES,
INC., a California corporation dba Applied
Best Practices

BY:  _____
its: **Vice Chairperson**

and
BY:  _____
its: **Secretary**

EXHIBIT “A”

applied
best
practices

CITY OF ROSEVILLE



Scope of Services and Fee Proposal

**for Continuing Disclosure Consulting Services and
Compliance Services in Connection with CDIAC Reporting**

October 31, 2018

Introduction

Since 2008, Applied Best Practices ("ABP") has been assisting public agencies, non-profit entities and law firms with after-market municipal debt issuance processes and evaluations. ABP services are designed to assist in fulfilling and documenting continuing disclosure obligations and to provide the "best practices" in after-market disclosure management. ABP continuing disclosure services include:

Annual Filings

- ✓ Preparation and filing of continuing disclosure annual reports;
- ✓ Review and filing of client prepared continuing disclosure annual reports;
- ✓ Preparation and filing of rating change event notices;
- ✓ Year-round credit rating monitoring.

Continuing Disclosure Review

- ✓ Verification of timing and content of past continuing disclosure filings, summarized in easy to follow format;
- ✓ Revision and/or remediation of prior continuing disclosure filings.

CDIAC Annual Filings

- ✓ Preparation and filing of Annual Debt Transparency Reports in connection with California SB 1029;
- ✓ Preparation and filing of Marks-Roos Yearly Fiscal Status Reports in connection with the Marks-Roos Bond Pooling Act of 1985, as amended.

ABP works with municipal agencies and finance teams throughout the nation in compliance under the requirements of Rule 15c2-12. With our unique background in municipal financial advisory services and our expertise in continuing disclosure, we can provide a detailed and comprehensive product.

The following is a detailed description of continuing disclosure compliances services that ABP can offer to the City of Roseville and its related entities (the "City").

Scope of Services

The following is a detailed description of continuing disclosure services that ABP can offer to the City.

Preparation and Filing of Utility and General Fund Continuing Disclosure Annual Reports

ABP can assist the City with the preparation and filing of its continuing disclosure annual reports for its Utility and General Fund debt obligations. ABP typically prepares a single Continuing Disclosure Annual Report for each type of debt and not by issuance. A full list of the City's current Utility and General Fund outstanding debt with continuing disclosure obligations has been included in Appendix A.

Any future debt obligations as of such type above would be included in forthcoming continuing disclosure annual reports after written confirmation from the City, and any future maturing or legal defeasance of debt obligations would be excluded in such forthcoming continuing disclosure annual reports.

Year-round credit rating monitoring is automatically included in all annual report assistance that ABP provides at no additional cost to the City.

ABP's services for preparation and filing of a continuing disclosure annual report include, but are not limited to the following steps:

- ✓ Prior to the annual filing deadline of a continuing disclosure annual report, ABP requests from the City financial reports and budget reports, determines the required categories of information and provides a template of tables to complete, list of data to provide and/or questions to be answered in assembling of the continuing disclosure annual report;
- ✓ ABP coordinates with the City and orders from outside vendors specific data not accessible to the City;
- ✓ Review and supplement any information, in addition to the information required by a continuing disclosure undertaking, which might be necessary;
- ✓ Assist the officers or employees of the City designated with responsibility for continuing disclosure to assemble information necessary for the continuing disclosure annual report;
- ✓ Format or assist in formatting such material into a final form for the continuing disclosure annual report;
- ✓ ABP will distribute a draft of the continuing disclosure annual report for the City to review and comment;
- ✓ The City will review each draft continuing disclosure annual report for accuracy and provide comments on each draft, if necessary, or sign off;
- ✓ ABP will provide a revised draft, if necessary, of the continuing disclosure annual report for the City to review;

- ✓ The City provides sign-off to ABP on the draft continuing disclosure annual report and final comments;
- ✓ ABP submits the continuing disclosure annual report along with the City's audited financial statements through the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") Dataport.

UNDER THIS SERVICE ARRANGEMENT, ABP IS NOT RESPONSIBLE FOR PREPARATION OR CONTENT OF AUDITED FINANCIAL STATEMENTS AND BUDGET REPORTS.

Dissemination Services of Redevelopment Tax Allocation Continuing Disclosure Annual Report

ABP can provide straight dissemination services of Redevelopment Tax Allocation continuing disclosure annual reports to the EMMA Dataport. Such services for the dissemination of continuing disclosure annual reports include, but are not limited to the following steps:

- ✓ Receive from the City or its designated consultant the Redevelopment Tax Allocation continuing disclosure annual report and audited financial statements of the City;
- ✓ Submit the continuing disclosure annual report and audited financial statements of the City, with the EMMA Dataport; and
- ✓ Provide confirmation receipts of each submittal to the City.

UNDER THIS SERVICE ARRANGEMENT, ABP IS NOT RESPONSIBLE FOR PREPARATION OR CONTENT OF THE CONTINUING DISCLOSURE ANNUAL REPORT, AUDITED FINANCIAL STATEMENTS AND BUDGET REPORTS.

Review of Land Secured Debt Obligation Continuing Disclosure Annual Reports

ABP can assist the City with the review and confirmation of filing of the City's continuing disclosure annual reports prepared by its designated consultant in connection with the City's Land Secured Debt Obligations. Such services shall include, but are not limited to:

- ✓ No later than the filing deadline, ABP shall confirm the proper and timely submission of the continuing disclosure annual report and the City's audited financial statements through EMMA by its designated consultant.

UNDER THIS SERVICE ARRANGEMENT, ABP IS NOT RESPONSIBLE FOR THE PREPARATION OR CONTENT OF THE CITY'S LAND SECURED CONTINUING DISCLOSURE ANNUAL REPORTS, AUDITED FINANCIAL STATEMENTS AND BUDGET REPORTS.

Continuing Disclosure Compliance Review Services

ABP can assist the City with reviewing its compliance with such continuing disclosure obligations it has covenanted with respect to the issuance of debt. Such services shall include, but not be limited to:

- ✓ Identify all of the debt issuances of the City (the "Transactions") outstanding during the last five fiscal years (the "Continuing Disclosure Filing Cycles") with continuing disclosure reporting requirements.
- ✓ Obtain electronic copies of the Official Statements for all the Transactions.
- ✓ Identify and review continuing disclosure requirements and rating change event notices (including ratings of the City, bond insurers and credit facility providers), for each of the Transactions.
- ✓ Research and locate continuing disclosure filings made during Continuing Disclosure Filing Cycles based on the following data sources:
 - a. MSRB – EMMA,
 - b. Bloomberg LP,
 - c. TM3 – Interactive Data.
- ✓ For each Transaction, enter information into a worksheet identifying the submittal date of the continuing disclosure filings and the content requirements of the continuing disclosure filings.
- ✓ Prepare a report (the "Report"):
- ✓ Outline our findings from each worksheet.
- ✓ For each rated Transaction, provide a chronological history of all rating changes (including ratings of the City, bond insurers and credit facility providers), whether an event notice was submitted for such rating change and how many days after such event a notice was submitted.
- ✓ Provide suggestive make-up filings with regards to continuing disclosure annual reports and/or event notices limited to rating changes (including the City and bond insurer).
- ✓ Participate in discussions with the City and others regarding the Report.

Assist in drafting any required make-up continuing disclosure filings and notices.

Preparation and Filing of Rating Change Event Notices

ABP can assist the City with the preparation and filing of rating change significant event notices. Such services include, but are not limited to the following steps:

- ✓ Upon receipt by the City of a rating change, the City contacts ABP and authorizes ABP to assemble a rating change significant event notice (the "Rating Notice");
- ✓ ABP assists in preparing and assembling the Rating Notice into a final form;
- ✓ ABP distributes for review a draft of the Rating Notice to the City;

- ✓ Based on final written signoff by the City, ABP submits the Rating Notice within 10 business days after the occurrence of such rating change;
- ✓ ABP submits the Rating Notice through the EMMA Dataport; and
- ✓ ABP provides a confirmation receipt of the filing of Rating Notice to the City.

The City or its designated agent will be responsible for preparing, assembling and disseminating all other reporting of significant event notices.

ABP WILL USE ITS BEST EFFORTS TO MONITOR THE MARKET FOR RATING CHANGES AFFECTING ANY OF THE DEBT OBLIGATIONS BUT WILL NOT GIVE ASSURANCE OF ITS ABILITY TO ASCERTAIN ANY RATING CHANGE AND WILL NOT BE HELD LIABLE FOR RATING CHANGES WITH RESPECT TO ANY OF THE DEBT OBLIGATIONS WHICH ARE NOT REPORTED.

Termination of Reporting Obligation Notices

ABP can assist the City with the preparation and filing of termination of reporting obligation notices based upon the full redemption of any Debt Obligation. Such services include, but are not limited to the following steps:

- ✓ Assist in assembling the termination of reporting obligation notice into a final form; and
- ✓ Submit the termination of reporting obligation notice through the EMMA Dataport.

CDIAC Annual Reporting

ABP can assist the City in connection with the preparation and filing of the CDIAC Annual Debt Transparency Report ("ADTR") as required by California Senate Bill 1029, Government Code Section 8855(k) and with the preparation and filing of the CDIAC Authority and Local Obligor Marks-Roos Yearly Fiscal Status Report ("YFSR") as required by the Marks-Roos Local Bond Pooling Act of 1985, as amended (Section 6584 et seq.), Government Code Section 6599.1(b). Such services shall include, but are not limited to:

- ✓ Determine the City's outstanding debt obligations that require an ADTR and/or YFSR filing and obtain the respective CDIAC ID number for each issue;
- ✓ Assist the officers or employees of the City designated with responsibility for continuing disclosure to assemble information necessary for the ADTR and/or YFSR;
- ✓ Review and supplement any information, in addition to the information required by the ADTR and/or YFSR, which might be necessary;
- ✓ Format or assist in formatting such material into a final form for the ADTR and/or YFSR; and
- ✓ Submit the ADTR and/or YFSR through CDIAC and provide a certificate of such submission(s) to the City.

Additional annual CDIAC filings may be added to this scope upon specific request.

Pricing and Fees

The following outlines our current pricing for each of the continuing disclosure compliance services described herein. All services are subject to negotiation and may be priced according to the type of service and the type of Debt Obligations as listed in Appendix A hereto.

Preparation and Filing of Utility and General Fund Annual Reports, Dissemination of Redevelopment Tax Allocation Annual Reports, Review of Land Secured Debt Obligation Continuing Disclosure Annual Reports, Preparation and Filing of Rating Change Event Notices and Termination of Reporting Obligation Notices

ABP's fee for assisting the City with the preparation and filing, dissemination and/or review of continuing disclosure annual reports for its outstanding Utility, General Fund, Redevelopment Tax Allocation and Land Secured debt issues will be billed at hourly rates not to exceed a maximum of \$8,000 per year, to be billed once annually.

Continuing Disclosure Compliance Review Services

ABP's fee for the preparation of a continuing disclosure compliance review is initially \$3,500 per year. Subsequent updates, such as in connection with multiple bond financings within a single fiscal year period, will be billed at hourly rates not to exceed a maximum of \$3,000 per year.

CDIAC Annual Reporting

ABP's fee to assist with CDIAC ADTR filings will include an initial set-up charge of \$500 *per bond issue*¹, with completion and filing of the ADTR to be billed at hourly rates thereafter. ABP will not bill any expense charges to the City in connection with ADTR filings unless future fees are imposed on the ADTR filing process by CDIAC.

Hourly Rates

The table below reflects ABP's current hourly rates.

<u>Personnel</u>	<u>Hourly Rate</u>
Executive Officer	\$345.00
Principal.....	\$320.00
Principal/Senior Vice President	\$305.00
Vice President	\$255.00
Assistant Vice President.....	\$215.00
Senior Associate	\$180.00
Associate	\$160.00
Analyst.....	\$100.00
Administrative Assistant	\$75.00
Clerical	\$45.00

¹ Based on the assignment of a CDIAC ID number. Although some bond issues are combined in one official statement, for reporting purposes, if more than one CDIAC ID number is assigned, the fee will be applicable per CDIAC ID number.

Expenses

Expenses will be billed for separately and will cover, among other things, travel, overnight courier and computer charges. Costs of preparing, printing, or distributing disclosure materials or related matters and financial, demographic and/or tax data from outside vendors, may also be billed through to the City upon prior authorization.

Scope of Services and Fee Proposal
for Continuing Disclosure Consulting Services
City of Roseville
October 31, 2018



APPENDIX A

DEBT OBLIGATIONS

CITY OF ROSEVILLE UTILITY DEBT OBLIGATIONS

Issuer	Annual Filing Deadline	Dated Date	Last CUSIP	Date of Last CUSIP
1. City of Roseville Electric System Revenue Certificates of Participation, Series 2004	January 31 st	7/13/2004	777807DV7	2/1/2034
2. Roseville Natural Gas Financing Authority Gas Revenue Bonds, Series 2007	January 31 st	2/6/2007	777863AV3	2/15/2028
3. City of Roseville Electric System Revenue Refunding Certificates of Participation, Series 2009	January 31 st	12/10/2009	777807DL9	2/1/2024
4. South Placer Wastewater Authority Wastewater Revenue Refunding Bonds, Series 2011C	January 26 th	4/7/2011	839423BV1	11/1/2025
5. Roseville Finance Authority Electric System Revenue Refunding Bonds, Series 2013	January 31 st	11/14/2013	77781RBG7	2/1/2029
6. Roseville Finance Authority Electric System Revenue Refunding Bonds, Series 2014	January 31 st	8/21/2014	77781RBN2	2/1/2034
7. City of Roseville Water Utility Revenue Certificates of Participation Series 2015	January 31 st	9/3/2015	777876CA9	12/1/2029
8. Roseville Finance Authority Electric System Revenue Refunding Bonds, Series 2017A	January 31 st	2/8/2017	77781RCE1	2/1/2037
9. Roseville Finance Authority Electric System Revenue Refunding Bonds, Series 2017B	January 31 st	2/8/2017	77781RCK7	2/1/2022
10. South Placer Wastewater Authority Wastewater Revenue Bonds, Series 2017	March 27 th	9/28/2017	839423CM0	11/1/2037

Scope of Services and Fee Proposal
for Continuing Disclosure Consulting Services
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SOUTH PLACER WASTEWATER AUTHORITY UTILITY DEBT OBLIGATIONS

1. South Placer Wastewater Authority Wastewater Revenue Refunding Bonds, Series 2011C	January 26 th	4/7/2011	839423BV1	11/1/2025
2. South Placer Wastewater Authority Wastewater Revenue Bonds, Series 2017	March 27 th	9/28/2017	839423CM0	11/1/2037

SUCCESSOR AGENCY REDEVELOPMENT TAX ALLOCATION DEBT OBLIGATIONS⁽¹⁾

Issuer	Annual Filing Deadline	Dated Date	Last CUSIP	Date of Last CUSIP
1. Successor Agency to the Redevelopment Agency of the City of Roseville (Roseville Redevelopment Project) Tax Allocation Refunding Bonds, Series 2014	March 31 st	9/9/2014	777865AU0	9/1/2033
2. Successor Agency of the Redevelopment Agency of the City of Roseville (Roseville Redevelopment Project) Taxable Tax Allocation Refunding Bonds, Series 2016-T	March 31 st	7/19/2016	777865BM7	9/1/2040

CITY OF ROSEVILLE GENERAL FUND DEBT OBLIGATIONS

Issuer	Annual Filing Deadline	Dated Date	Last Cusip	Date of Last Cusip
1. City of Roseville Certificates of Participation, Series 2015 (316 Vernon Street Project)	April 1 st	7/14/2015	777790EW5	8/1/2045

⁽¹⁾ The Redevelopment Tax Allocation continuing disclosure annual report will be prepared by Frasier & Associates or a City-designated successor, and ABP will be responsible for disseminating the Redevelopment Tax Allocation continuing disclosure annual report along with the City's audited financial statements through EMMA. Rating change notices for any Redevelopment Tax Allocation debt obligations will be prepared and disseminated by ABP through EMMA.

Scope of Services and Fee Proposal
for Continuing Disclosure Consulting Services
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LAND SECURED DEBT OBLIGATIONS⁽²⁾

Issuer	Annual Filing Deadline	Dated Date	Last CUSIP	Date of Last CUSIP
1. City of Roseville Diamond Creek Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2007	January 15 th	5/9/2007	777870SV9	9/1/2037
2. Roseville Finance Authority Special Tax Revenue Refunding Bonds, Series 2012	March 31 st	8/9/2012	77781PBX4	9/1/2021
3. City of Roseville Longmeadow Parkside Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds, Series 2013	April 1 st	2/14/2013	777870UP9	9/1/2036
4. City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2014	April 1 st	12/18/2014	777870UV6	9/1/2044
5. City of Roseville Westpark Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds, Series 2015	April 1 st	8/12/2015	777870WAO	9/1/2037
6. City of Roseville HP Campus Oaks Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2016	January 15 th	3/24/2016	777870WF9	9/1/2046
7. Roseville Finance Authority Special Tax Revenue Refunding Bonds, Series 2016	March 31 st	7/14/2016	77781PCK1	9/1/2027
8. City of Roseville The Fountains Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Series 2016	April 1 st	7/21/2016	777870XD3	9/1/2038

⁽²⁾ The City's Land Secured continuing disclosure annual reports will be prepared and submitted by Willdan Financial Services or a City-designated successor, and ABP will be responsible for reviewing and confirming the timely submittal of the Land Secured continuing disclosure annual reports on EMMA. Rating change notices on Land Secured debt obligations will be prepared and disseminated by Willdan Financial Services on EMMA, and ABP will be responsible for reviewing and confirming the timely submittal of any Land Secured debt obligation rating change notices on EMMA.



Scope of Services and Fee Proposal
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Issuer	Annual Filing Deadline	Dated Date	Last CUSIP	Date of Last CUSIP
9. City of Roseville Fiddymont Ranch Community Facilities District No. 5 (Public Facilities) Special Tax Bonds, Series 2017	January 15 th	6/14/2017	777870YC4	9/1/2047
10. City of Roseville Fiddymont Ranch Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds, Series 2017	April 1 st	6/14/2017	777870XY7	9/1/2036
11. Roseville Financing Authority Special Tax Revenue Refunding Bonds, Series 2017A	March 31 st	7/12/2017	7781PDB0	9/1/2033
12. Roseville Financing Authority Special Tax Revenue Refunding Bonds, Series 2017B	March 31 st	7/27/2017	7781PDW4	9/1/2036

Additional Debt Obligations

The City may elect to include any future debt obligations with continuing disclosure requirements (including refinancings) under this scope of services at any time by written notice to ABP.



COUNCIL COMMUNICATION

CC #: 9713

File #: 0206

Title: Special Tax and Assessment District Administration - Professional Services Agreement

Contact: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 12/19/2018

Item #: 6.19.

RECOMMENDATION TO COUNCIL

It is recommended that Council adopt the attached resolution authorizing the City Manager to enter into an agreement with Willdan Financial Services to perform special tax and assessment district administration.

BACKGROUND

The Finance Department uses a consultant to administer the City's 35 Community Facilities Districts (CFDs) and 8 Lighting and Landscaping Districts (LLDs). The administrative services provided include the development of the annual engineer's report (for the LLDs), the annual disclosure reports, the annual levy budgets, and all the day to day administration for each CFD and LLD.

In August 2018 the Finance Department issued an Request for Proposals (RFP) for a consulting firm to provide the special tax and assessment district administration for the CFDs and LLDs. Willdan Financial Services was selected to perform the special tax and administration consulting for the City based on their technical expertise in this type of work and excellent performance. Willdan Financial Services, founded over 30 years ago, is a wholly-owned subsidiary of Willdan Group, Inc. and is one of the largest public sector financial consulting firms in the United States. Willdan assists local public agencies by providing services such as administration of special taxes and assessments; district formation services for assessment/local improvement districts, CFDs, LLDs, and special taxes; arbitrage rebate calculations; continuing disclosure report preparation and dissemination; staff augmentation support; tax increment finance district formation and amendments.

FISCAL IMPACT

There will be no fiscal impact to the General Fund from this agreement. Annually, the City places a levy on taxable parcels within each CFD and LLD to pay for debt service on bonds, services

provided within each district, and the cost of district administration. The agreement allows for total annual services not to exceed \$310,000.00.

ECONOMIC DEVELOPMENT / JOBS CREATED

The agreement will not have an impact on economic development or job creation.

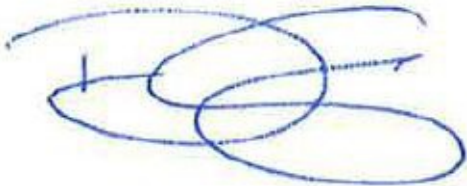
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical changes in the environment (CEQA Guidelines §15061(B)(3)). Approval of a professional services agreement for special tax and assessment district administration services does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Jeannine Thrash, Administrative Analyst

Dennis Kauffman, Finance Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-524

Professional Services Agreement

RESOLUTION NO. 18-524

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WILL DAN FINANCIAL SERVICES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for Special Tax and Assessment District Administration services, by and between the City of Roseville and Willdan Financial Services, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: Special Tax and Assessment District Administration

THIS AGREEMENT is made and entered into this ____ day of _____, 20____,
by and between the City of Roseville, a municipal corporation ("CITY"), and Willdan Financial
Services, a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of special tax and assessment
district administration services; and

WHEREAS, CONSULTANT has prepared a proposal dated September 25, 2018, which
describes the scope of work to be performed by CONSULTANT, the budget for the work, and
the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional
services.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on
December 31, 2019. The City Manager may, in his or her discretion, elect to extend the
Agreement in one (1) year increments for up to an additional four (4) years by giving
CONSULTANT thirty (30) days advance written notice of each optional one (1) year renewal.
Such extensions shall be memorialized by a written amendment to this Agreement.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed three hundred ten thousand dollars (\$310,000.00).

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

CITY may, from time to time, request changes to this Agreement or the scope of services ("work"). All such work shall be performed pursuant to the terms of this Agreement, unless specifically provided otherwise at the time the change is ordered. Requests for changes in the work shall be made in writing by the applicable Finance Director, Chief Financial Officer or authorized designee, and shall describe in detail the proposed additions, deletions, or modifications to the Work. CONSULTANT shall respond to such request in writing with a scope of services which includes statement of the costs, expenses and time required to perform the requested work. If the Finance Director, Chief Financial Officer or authorized designee approves the new scope of services in writing, such writing shall constitute authorization to proceed with the changed work and such writing, together with CITY's initial request and CONSULTANT's scope of services, shall constitute a modification of this Agreement as long as

the documents collectively specify: (1) the work to be done in connection with the change to be made; (2) the costs of the work and the basis for compensation for the work ordered; and (3) the extent of the adjustment in the contract time, if any.

4. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

5. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

COVERAGE

Workers' Compensation

LIMITS OF LIABILITY

Statutory

Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$1,000,000 per claim \$2,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

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

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

6. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

7. Time is of the Essence. Time is of the essence of this Agreement.
8. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.
9. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.
10. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.
11. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.
12. Independent Contractor. CONSULTANT shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.
13. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the

Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

14. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

15. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

16. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days

advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any Material, notwithstanding any termination or any dispute regarding the amount to be paid.

17. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

20. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Dennis Kauffman
Finance Director
311 Vernon Street
Roseville, CA 95678

CONSULTANT

Stacey Reynolds
Senior Project Manager
27368 Via Industria, Ste. 200
Temecula, CA 92590

Either party may amend its address for notice by giving notice to the other party in writing.

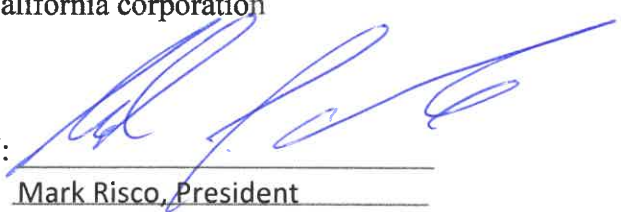
21. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

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

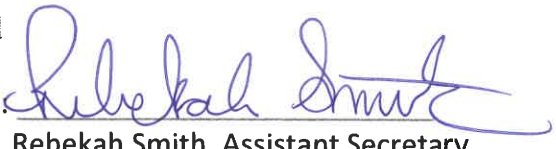
CITY OF ROSEVILLE, a
municipal corporation

WILLDAN FINANCIAL SERVICES,
a California corporation

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: Mark Risco, President

ATTEST:

and
BY: 
its: Rebekah Smith, Assistant Secretary

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

SIGNATURES CONTINUED ON FOLLOWING PAGE

APPROVED AS TO SUBSTANCE:

BY: 
DENNIS KAUFFMAN
Finance Director

EXHIBIT “A”



September 25, 2018

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, California 95678

Re: Proposal to Provide Special Tax and Assessment District Administration Services to the City of Roseville

Dear Selection Committee Members:

The City of Roseville ("City") has been among the fastest growing cities in the State over the past 25 years. Through careful management and planning, it has emerged as a premier city in the region. A critical factor in this success is the Finance Department's robust infrastructure financing program implemented over two decades ago, which relies heavily on the formation and ongoing accurate and thorough administration of special financing districts.

As the leading firm in California providing annual district administration services, Willdan Financial Services (formerly MuniFinancial) was selected by the City in 1997 to manage eight special financing districts that existed at that time, and Willdan has successfully worked together with City staff ever since. While growth in the City blossomed, so has its use of special financing districts. Willdan now oversees 86 tax/assessment areas and zones within the City's 44 districts. Over 20 years later, Willdan continues to be the leader in District Administration.

Willdan has enjoyed the opportunity to work closely with City staff over the years. We look forward to assisting in the transition of new Finance staff members who will be responsible for the administration of the City's districts, along with new formations, annexations, new bond financings, and associated federal and state compliance, such as continuing disclosure, state reporting and arbitrage rebate. Willdan is the best partner to continue to assist the City of Roseville with these important services for the following reasons:

Continuity of Experience — Accurately calculating annual levies for the City's special districts, many of which have complicated methodologies and unique structures and nuances, requires historical knowledge and understanding that is impossible for any other firm to provide. Willdan is intimately familiar with the legacy and idiosyncrasies of each special district, has detailed records and institutional knowledge of prior calculations and adjustments. Our competitors may say that they can handle a project of this magnitude and complexity, but they do not possess the historical background necessary to properly administer the districts. Throughout our tenure, we have worked closely with multiple City departments. However, while staffing, roles and responsibilities within each City department have changed over the years, Willdan has maintained continuity of its district administration staff each year since 1997.

One of our most important roles has been educating and helping new City staff to understand Community Facilities District (CFD) concepts, how they apply to the City's special district processes and procedures, and how they can help the City achieve key financial objectives. This is especially important for the upcoming Fiscal Year 2019/2020 due to the recent turnover of City Finance and Parks staff that was previously responsible for working with the special districts. Willdan will continue to impart our institutional knowledge of the districts to key City staff through education and day-to-day efforts during the transition period and beyond.

We Serve as an Extension of Staff — Willdan takes to heart the fact that we represent the City when working and/or speaking with residents, business owners, developers and with other industry professionals such as underwriters, bond counsel and appraisers. Our goal is to take care of and effectively manage the special district formation and administration processes, so that City staff can focus on other responsibilities. We actively manage key projects with a focus on the overall timeline, so that staff is provided timely and accurate work products without having to expend valuable time managing the process more than necessary.

State of the Art Technology – MuniMagic+, which was released in September 2018, is the newest version of the proprietary software utilized by Willdan, replacing the previous version of MuniMagic. The new state of the art system is an internet-based information system that uses web-based technologies to deliver information and services to users or other information systems/applications. Due to changing regulations it was important to build a more moldable system that can manage special district types not only in California, but for other states as well. A key advantage to web-based software is that City data is centralized and secure, and accessible over the web from any computer at any time.

Free of Conflicts with Development Community — The development community prefers that agencies hire the developer's chosen special tax consultant to form special districts for their project; although this creates an inherent conflict. Hiring a consultant, such as Willdan, who does not contract with local developers, and whose focus is on the City's best interests, to review the work, can overcome this potential issue. Willdan has more than 25 years of experience working with cities and developers on special district projects, so we understand developer's perspectives and how to work with them, but our loyalty is first and foremost with the City.

Depth of Resources — It is important that Roseville selects a firm supported by the largest pool of in-house professional resources to handle the full range of tasks associated with annually securing over \$40 million in City revenue associated with its financing districts. While the resumes of our core team members are provided within the attached submittal, we understand that City project requirements can change quickly, requiring the need for additional resources. This is where Willdan provides exceptional value. We have over 70 professionals from which to draw to assist the core team as the workload requires. These resources include: a pool of more than 30 analysts; a 4-member multilingual call center to handle inquiries related to property in the City's districts; 10-person administrative support team, and 3 licensed CPAs to provide quality assurance review. This depth allowed Willdan to participate in new financings and refundings involving 9 districts last year, with 3 underwriters, many with complications, and all of which required Willdan's active participation, while simultaneously handling the regular ongoing district administration.

Listed below are key staff members Willdan has assigned to annually administer the City's 44 districts.

- **Mr. Chris Fisher** will serve in the role of **Engagement Director**, overseeing tasks associated with this engagement. He possesses over 19 years of related experience, with background knowledge of the City's policies and procedures having previously managed the administration of the City's special districts for a number of years. Mr. Fisher is aware of the potential nuances associated with each of the City's districts and will be able to leverage this knowledge during project management.
- **Ms. Stacey Reynolds** will continue to serve in the role of **Administration Project Manager**, overseeing tasks associated with annual administration, refundings and land-based disclosure. She possesses 16 years of related experience, with a growing knowledge of the City's policies and procedures.
- **Mr. Mickey Ashley** will continue to serve the City in the role of **Special District Administrator**, overseeing and coordinating the associated day-to-day tasks. **Mr. Ashley is an integral member of the project team, due to his vast historical knowledge of the City's special districts, having served the City in this capacity each year since 1997.** He will be supported by Project Manager Daniel Louie and Analyst Michelle Laase.
- **Mr. Mike Medve** will continue to serve in the role of **Special Tax Technical Advisor** providing policy advice specific to Rate and Methods of Apportionments (RMAs). He has served as special tax consultant for over 50 CFD formations, annexations and restructurings and assisted with restructuring the City's Fiddymment Ranch CFD No. 1 to complete the Fiddymment Ranch CFD No. 5 overlay.
- **Mr. Steve Bearce** will serve as the **Arbitrage Rebate Project Manager**. Mr. Bearce is a member of the National Association of Bond Lawyers (NABL) and as such receives regulatory updates and interpretative guidance from some of the top Bond Counsel in the nation.

Willdan's expertise and knowledge will ensure that there will be no drop off in service nor impact on City staff to familiarize a new consultant with the City's special districts. In addition, each required service outlined within the Request for Proposal will be performed in-house including arbitrage rebate services, eliminating the need to coordinate with sub-contractors, and assuring the same quality of service.

We are confident this submittal clearly demonstrates that Willdan and our assigned staff possess the core competencies, depth of resources, experience, and institutional knowledge required to successfully conduct this engagement. If you wish to discuss any aspect of our proposal, please contact Senior Project Manager Stacey Reynolds directly at (951) 587-3551 or via email at sreynolds@willdan.com.

Sincerely,

Willdan Financial Services



Chris Fisher
Vice President

D. Project Understanding

The City of Roseville seeks the services of a professional consultant to provide administration and other related services for its Community Facilities Districts (CFDs) and Assessment Districts. Services to be provided will also include arbitrage reporting on outstanding bonds and annual reporting to the state of activities related to these districts.

For the past 20 years, Willdan has served as the City's special district administrator for 8 Landscaping and Lighting Districts and 36 Community Facilities Districts (CFDs); totaling over 57,000 levied parcels, and \$40 million in annual assessment and special tax revenue. Furthermore, we have provided arbitrage rebate services to the City since 2002.

The City is seeking the following services, which are the exact annual administration duties Willdan has been performing since 1997:

- Preparing annual reports;
- Annually calculating and apportioning the special taxes/assessments;
- Maintaining and updating the City's database containing parcel/levy amounts;
- Providing levies to the County Auditor/Controller's Office for placement on the annual property tax roll;
- Fielding property inquiries via our toll-free number;
- Monitoring delinquencies to comply with the City's foreclosure covenants;
- Preparing notices;
- Attending City meetings, and
- Performing required bond call spreads.

During our tenure we helped the City navigate the recent financial crisis and recovery with close monitoring of delinquencies, modifications of districts to enable progress in stalled development projects, and accurate financial analysis for bond issuances and refundings, resulting in ongoing solvency for the City's maintenance districts and zero CFD bond defaults.

Willdan also assisted the City with the formation of CFDs, annexed property to existing CFDs and performed analysis and provided support for the restructuring of existing CFDs. In 2016, Willdan formed an overlay CFD (Fiddyment Ranch CFD No. 5) to increase the bonding capacity and revise the special tax structure of a portion of an existing CFD. Facilities to be constructed include streets, bridges, sewer improvements, storm drains, water infrastructure and landscaping.

Put simply, Willdan possesses historic knowledge of the City's special districts that no other firm can provide.

We understand issues unique to the community and the local development industry, and how to administer district structures that were created to address specific Roseville objectives. Local developers demand flexibility for potential adjustments to products, land usages and tax rates to better accommodate revisions agreed upon after project initiation. This flexibility translates into multiple amendments to each CFD Rate and Method of Apportionment (RMA) associated with these projects. The Willdan team serves as a passionate advocate for the City while possessing the experience to allow local developers flexibility within legal parameters, provided that the City's interests are protected. Willdan does not contract with developers, which allows us to facilitate deals that meet objectives for both parties. This also allows us to treat each developer equally in situations where multiple developers are involved. We are intimately familiar with the legacy and nuances of the City's unique structure and blend of special districts, and we will ensure the continued integrity and financial solvency of all districts.

Throughout our tenure, we have worked closely with multiple City departments as the staffing, roles and responsibilities have changed over time. One of our most important roles has been educating and helping newer staff understand CFD concepts, how they apply to the City's special financing district processes and procedures, and how they can help the City achieve key financial objectives. While the Willdan Team can take the steps necessary to complete the duties associated with the City's special districts, we have gone above and beyond the typical administrative scope by effectively communicating the pros and cons of developer requests, preparing RMA amendments, proposing restructures and/or refundings, and recommending suggestions to CFD Goals and Policies and other internal policies and administration processes.

We are committed to leveraging our knowledge of the City's special districts, operations and staffing, to continue providing this unparalleled level of customer service for annual district administration.

Innovative Ideas

To accurately and efficiently administer special districts on behalf of our clients, Willdan has developed custom software program, known as MuniMagic+; instituted a quality assurance process; and employs dedicated property owner service representatives that handle and direct all incoming calls received via our toll-free tax line. These innovations are discussed below in greater detail.

MuniMagic+ Software



Our staff originally created Willdan's **Municipal Administration Government Information Coordinator — MuniMagic+** — a custom software program to address the specific requirements related to administering taxes, assessments, standby charges and fees more than 16 years ago.

This software was designed and tested by the same Willdan staff responsible for handling annual special district tasks, ensuring that it is tuned to the specific needs connected with special district administration and reporting. In addition, the program allows our clients to access parcel information through the Internet with a graphical menu-driven format. With current changes in legislation and new programs focused on Property Assessed Clean Energy (PACE), Willdan IT/Development staff developed an updated web-based version of the original Legacy System, which was rolled out in September 2018.

MuniMagic+ is our secure proprietary web-based data management application. MuniMagic+ is hosted in the cloud utilizing Amazon Web Services (AWS) and contains data for more than 16 million parcels. The Web application provides a rich user experience via any modem web browser and can scale under load and recover from geographic disasters. Our data is stored securely and continuously backed up to the cloud and, with the help of AWS managed services, we experience near 100% system availability. The data within MuniMagic+ includes county assessor data, and other supplementary data identifying parcel characteristics.

Willdan staff relies on this tool to compute and quality check levies and has expanded our scope to provide agencies with direct access to data contained in MuniMagic+ through our Internet Website at www.willdan.com/financial/. This access allows licensed agency staff to access parcel-related information, such as APN, property owner, situs and mailing addresses, assessment and tax amounts, and updated payment status. Our project managers and analysts are fully trained in the nuances of the software, and they are using its internal quality control checklists and automated forms for greater efficiency.

Finally, our Property Owner Service Representatives are specifically trained in the use of MuniMagic+ and can quickly access important property and district related data ***to promptly respond to inquiries from property owners and other interested parties*** regarding properties within the City's special districts.

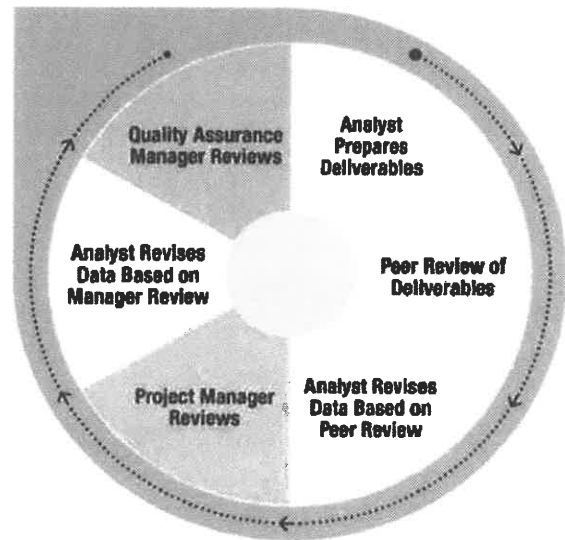
Quality Assurance Process

Willdan's standard administration practice includes an additional three levels of review for our products and deliverables in which report presentation or work product dissemination is scrutinized, levy data is updated from the most recent county secured roll information, all parcel changes and potential rejects are researched and reconciled, new APNs are identified, and the proposed assessment/tax amounts are recalculated and resubmitted. As demonstrated by the workflow chart, located to the right, the three supplementary levels that Willdan staff performs for all work products primarily

Quality Assurance Levels of Review

- Peer review,
- Project manager review, and
- Final quality assurance manager review.

In addition, another key to our success is having a designated Principal Consultant responsible for implementing quality control measures. Mr. Robert Quaid, a Certified Public Accountant, is instrumental in preparing quality control checklists and sign-off mechanisms for each of our administration services. These quality control measures are embedded in the latest evolution of MuniMagic+ and are a required element of the day-to-day analyst and project management activities within the group.



The primary mission of our quality control plan is to provide staff with the technical and managerial expertise to plan, organize, implement, and control the overall quality effort, thereby ensuring the completion of a quality project within the time and budget established. The goals of the Willdan quality assurance / quality control process team are to:

- Establish a set of planned and systematic actions for maintaining a high level of quality in the professional services performed;
- Establish a consistent and uniform approach to the services performed;
- Ensure efficient use of resources;
- Emphasize quality in every phase of work; and
- Implement appropriate quality control measures for each work task of the project.

Willdan's DAS group has also established a Consulting Project Review Team to review the financial and written documentation prepared in conjunction with special district formation, annexation, re-engineering, refunding and benefit assessment analysis engagements. Each work product is reviewed by a project manager who was not involved in the initial preparation of the deliverables. This independent reviewer will compare the documentation against a checklist specifically developed for these types of projects.

Property Owner Service Representatives

Willdan acts as the primary contact to assist and answer questions from property owners or other interested parties regarding assessments/special taxes. Willdan's toll-free telephone number will be provided to Placer County for inclusion on property tax bills, so that property owners can call with questions throughout the year. Likewise, Willdan will field inquiries from City staff, lenders, and other interested parties concerning the annual installments. Phone inquiries will be documented using Willdan's proprietary computer system.

Willdan employs dedicated property owner service representatives who respond to phone inquiries and serve as the primary contact in answering questions related to charges, assessments, and special taxes on property owner tax bills. They utilize Willdan's proprietary computer system, MuniMagic+, to quickly access the owner's name, APN, the existing taxes/assessments, and more; thus, enabling expedient service. In addition, our phone system is specifically set up to automatically route calls to an available person so that ***property owners reach a live representative. This ensures that questions are answered promptly and City staff is not directly impacted by these calls, but instead can be confident that property owner inquiries are answered expediently and professionally.***

Our representatives field property owner and other interested parties' questions in fluent English, Spanish, Tagalog, Korean, and Vietnamese. They are available to respond to phone calls from 8:00 am until 5:00 pm, Monday through Friday (excluding major holidays when Willdan offices are closed).

These individuals have been trained to respond to questions relating to fees, charges, assessments, and special taxes. To allow for consistent answers to common questions, we have established scripts for our clients, such as:

- What are the charges funding?
- How long will the charge be levied?
- Can it be paid off?
- Will it increase?

E. Project Plan

Outlined herein is a detailed description of the work plans that will be followed to provide special tax and assessment district administration services to the City. Work plans for the following services are included:

- Administration Services for:
 - Community Facilities Districts (CFDs), which are also referred to as Mello Roos; and
 - Landscaping and Lighting Districts
- Continuing Disclosure
- Delinquency Management
- Arbitrage Rebate

We want to ensure the following provides quality and clarity, as well as responsiveness, to the City's needs and specific local circumstances. We will work in concert with the City to adjust the following scope of services as needed during the contract term.

The City of Roseville acknowledges that Willdan shall be relying upon the accuracy of the information provided by the City or their designees and that Willdan shall not be liable for any inaccuracies contained in such information.

Administration Services

Willdan proposes to perform the following services, which will meet the needs of the City's annual administration for its Community Facilities and Assessment Districts.

Community Facilities Districts

Outlined below are the tasks associated with the administration of the City's 36 CFDs, 20 of which are bonded and 16 are for services.

1. Maintain and periodically update an electronic database containing parcel basis data and annual special tax levy amounts by Assessor's Parcel Number (APN).
2. Prepare annual financial analysis for all bonded CFDs and provide recommendations based on corresponding bond documents.
3. Annually calculate and apportion the special taxes as specified in the Rate and Method of Apportionment (RMA) of Special Tax, based on the estimated budgets provided by the City and new building permit information.
4. Prepare, if necessary, an annual resolution that establishes the budget for the fiscal year and application of the special tax to be submitted to the City, including the special tax summary for the fiscal year.
5. Provide special tax levies for each parcel by APN to the County Auditor/Controller's Office in the media, format and configuration required by the County for placement on the annual property tax roll.
6. Research parcel exceptions provided by the County and, if possible, resubmit installment amounts that are unapplied by the County Auditor/Controller's Office. Willdan will manually invoice special tax installments that cannot be collected on the County property tax roll on behalf of the City.
7. Provide a toll-free number to field inquiries from City staff, property owners and other interested parties regarding special tax installments and related information.

8. Monitor delinquencies each February/March and May/June and submit periodic reports to the City.
9. Prepare an Annual Special Tax Report (Report). This Report will include:
 - Identification of CFD administrative cost items eligible for recovery by the City;
 - Historical prepayments and bond calls;
 - Requirements for debt service;
 - Delinquency summaries;
 - A cover letter to the Report providing related recommendations or issues, if any. The cover letter is not intended to be a component of the Report;
 - An analysis of the Applied and Maximum Special Tax Rates; and
 - Senate Bill 165 summary.
10. Provide an annual report to the California Debt and Investment Advisory Commission (CDIAC) by October 30 if required by the California Government Code, Section 53359.5(b), as amended.
11. Prepare "Notice of Special Tax" as required by the California Government Code, Sections 53340.2(b) and 53341.5, as amended. The fee for this service is \$15 per Notice and is to be paid by the requestor.
12. Assist the City, as applicable, with the filing of a report with its governing body each year, as required by the California Government Code, Section 50075.3 (a) & (b) and/or Section 53411 (a) & (b), as amended (Senate Bill 165) as well as information for reporting requirements of Assembly Bill 2109 provided to the State Controller's Office. Willdan can also assist with reporting mandated by Assembly Bill 1666, Assembly Bill 2476 and Senate Bill 1029.
13. Be available to attend meetings.
14. Calculate written prepayment quotes for individual special tax liens, as described in the RMA of Special Tax or by resolution. For parcels prepaying the special tax, Willdan will coordinate the removal of the lien. The fee for this service is \$500 per calculation, to be paid by the requestor.
15. Perform required bond call spreads and coordinate the early redemption of outstanding bonds. Additional efforts needed to complete bond calls; such as, cash flow certificates, special analyses and/or atypical spread calculations, shall be charged hourly using our then-current hourly rates. However, Willdan will not begin any additional work without prior approval from City staff.
16. Review pertinent documents relating to the debt issue, collect third-party data and other information required to be included in the Annual Financial Information Statement, create a draft of the Annual Financial Information Statement for review by the City, finalize and disseminate (through the central post office) the disclosure reports to all major repositories/depositories and to any other party directed by the City, and post the reports on our website at www.willdan.com. Upon request (or if deemed necessary), we will prepare the Notices of Significant Events covering events enumerated in Rule 15c2 12(b) for review by the County.

Client Responsibilities – CFD Administration

To efficiently administer the City's CFDs, Willdan will rely on assistance from the City in obtaining the information listed below.

- Annual information related to fund balances for the districts.
- The budget summary to be incorporated into the annual resolution establishing the budget and special tax rates for the districts.

- An annually updated listing of all parcels that have been approved for any applicable exemptions, if necessary.
- Information regarding land subdivision, issuance of building permits and/or certificates of occupancy (as required by the City). Although Willdan will annually research information, it may still be necessary to obtain additional assistance from the City.
- Current development plan/tentative maps and annual changes, modifications or updates, if necessary.
- Confirmed assessment roll and other district information for new districts as they become available, if required.

Continuing Disclosure

The following outlines the steps required to provide annual disclosure services. These services will be conducted as part of the annual administration services of the City's bonded CFDs.

1. Review pertinent documents and data related to debt issuance.
2. Collect requisite information from trustee, fiscal agent, state and County agencies, and others, as applicable.
3. Prepare a draft Annual Financial Information Statement for the City's review.
4. Finalize and disseminate disclosure reports to EMMA (Electronic Municipal Market Access), the Willdan website, the appropriate State Information Depository, and other parties as required.
5. Prepare, upon notification by the City and/or if Willdan becomes aware of such an occurrence, Notices of Occurrence of Listed Events.

Landscaping and Lighting Districts

Outlined below are the tasks necessary to annually administer the City's eight Landscaping and Lighting Districts (LLDs). Willdan understands that the City no longer forms LLDs but Willdan is able to assist with annexations as needed and at the City's request.

1. Prepare a levy timeline, including key dates and timeframes for pertinent tasks throughout the year.
2. Gather and review the existing district assessment diagrams, maps and parcel information to determine the specific areas of maintenance and benefit within the LLDs. Research and gather data for any annexations or zone changes to add to the applicable, existing district.
3. Review the district budgets provided by the City, and coordinate with City staff to assist with accurate cost recovery accounting. Assist City staff with incorporating the actual maintenance costs into the district budget to achieve maximum cost-to-benefit equity.
4. Prepare and maintain a parcel database using the parcel information from the current County Assessor's data and information. Willdan will purchase the County Assessor's secured roll and will enhance the data through parcel research and annexation information provided by the City.
5. Prepare (in accordance with the Landscaping and Lighting Act of 1972, and Proposition 218) an annual Engineer's Report for the City's 1972 Act District. This report will include the following:
 - A brief history of the district and changes to the district structure and modifications to the zones;
 - Description of the zones, boundaries and improvements within the district;
 - Proposed improvements and associated benefits assessed within the district;
 - The method of spread;

- Budget estimates of costs for maintenance of improvements;
 - A listing of parcels within the district, and their proposed assessment amounts;
 - Boundary diagrams/assessment diagram and/or related maps that define the boundaries of the district; and
 - Certification proving that a registered professional engineer has reviewed the Engineer's Report.
6. Provide two (2) copies of the draft Engineer's Report for review, and two (2) copies of the approved Engineer's Report, including one (1) bound copy of the collection roll. Additional copies will be provided upon request.
 7. Prepare resolutions. The City acknowledges that the City Attorney will review all resolutions for form and content before they are presented to Council.
 8. Be available for in-person meetings to discuss the LLDs and budgets.
 9. Provide assessments for each parcel by Assessor's Parcel Number to the County Auditor/Controller's Office in the media, format, and configuration required by the County for placement on the annual property tax roll.
 10. Provide the City with a levy summary comparing budget amounts to the actual applied levy. This levy summary will include one (1) bound copy of the final applied levy listing for each parcel in the district.
 11. Act as primary contact, at the discretion of the City, to answer property owner questions regarding their special assessments, general Assessment District information, noticing procedures, and tax bills. Our toll-free telephone number will be included on tax bills for property owners to call with questions.

Client Responsibilities – Landscaping and Lighting District Administration

To efficiently administer the City's Landscaping and Lighting Districts, Willdan will rely on assistance from the City in obtaining the information listed below.

- The budget for the current fiscal year; and
- List of new improvements to be included in the district(s)/zones.

Delinquency Management

To assure that the City complies with its foreclosure covenant to bondholders for each district, Willdan will provide the following delinquency monitoring services.

1. Monitor delinquent tax bill payments around January and May of each year.
2. Provide delinquency reports to the City around February and May of each year.
3. Send, after receiving authorization from the City, a delinquency reminder letter after the first tax bill installment becomes delinquent.
4. Send, following authorization from the City, a thirty-day (30) delinquency demand letter after the second tax bill installment becomes delinquent. Each demand letter will include a brochure providing answers to commonly asked questions regarding delinquencies.
5. Cause the removal of the delinquent installments of special assessments/taxes for the current and/or prior tax year(s) from the County tax roll after receiving authorization from the City. Such removal will comply with SB 1471.

6. Send a final twenty-one (21)-day delinquency foreclosure letter to each delinquent property owner after receiving authorization from the City and confirmation from the County for the removal of the delinquent special assessments/taxes. Foreclosure letters shall contain a brochure providing answers to frequently asked questions regarding delinquencies and judicial foreclosures.
7. Send, after receiving authorization from the City, those parcels whose special assessments/taxes continue to remain delinquent after twenty-one (21) days from mailing of the foreclosure letters, to the foreclosure attorney to collect the delinquent assessments/taxes and all applicable penalties, interest, fees, and other costs that have been authorized through the City-retained foreclosure counsel.
8. Provide, throughout the entire delinquency monitoring/foreclosure process, a toll-free telephone number to field inquiries from staff, parcel owners, lenders, and other interested parties concerning annual installments and delinquencies.
9. Assist foreclosure counsel to initiate and prosecute judicial foreclosure proceedings in compliance with bond foreclosure covenants concerning those parcels sent to foreclosure.
10. Provide, upon request, payoff quotes for stripped delinquent assessment installments for all interested parties. Fees for this service are paid by the requesting party and may be charged to a credit card; there is no charge to the City.
11. Provide City access to property related MuniMagic+ information via direct Internet access to our Web site at www.willdan.com.

Subsequent Foreclosure Services

Once the delinquent assessments/taxes have been forwarded to judicial foreclosure counsel, Willdan will provide the following services, upon request.

- Prepare and forward a detailed report of the parcels to be foreclosed to foreclosure counsel.
- Provide foreclosure counsel with the necessary resolutions and other documents to proceed with the judicial foreclosure process.
- Keep the City and foreclosure counsel apprised of special situations arising of which we become aware; such as, bankruptcies of parcel owners, tax foreclosure sales, deed of trust "trustee" foreclosure sales, and so forth.
- Provide foreclosure counsel with "subsequent year" delinquency information consisting of any installments/years that become delinquent on parcels already in foreclosure.
- Generally, respond to inquiries from City staff and foreclosure counsel regarding the status of a foreclosure action and other pertinent, relevant information.
- Negotiate, at the discretion and approval of the City, a repayment schedule (payment plan) to cure the delinquency and avoid initiation of judicial foreclosure.

Arbitrage Rebate Services

Willdan proposes to perform the following services to meet the needs of the City's Arbitrage Rebate services.

Task 1: Define Compliance Needs and Provide Implementation Schedule

Objective: Obtain bond documents, prior reports, and transactional data necessary to prepare arbitrage computations.

Description: Willdan will review the bond documents and prior reports provided by the City and assess the special elections made at issue and the availability of regulatory exceptions.

Deliverable: Implementation schedule and access to online Compliance Management System.

Task 2: Verify Bond Yield and Prepare Arbitrage Rebate and Yield Restriction Analysis

Objective: Compute the cumulative arbitrage rebate liability and/or yield reduction payment accrual for each bond.

Description: Utilizing data provided by the City and authorized third parties, Willdan will:

- Verify the bond yield as stated on the 8038G;
- Identify gross proceeds, transferred proceeds, replacement proceeds, and all other funds subject to arbitrage rebate compliance;
- Assume all expenditures of bond proceeds have been made in accordance with Section 148(f) of the Internal Revenue Code;
- Compute investment earnings, taking into account the proper allocation of commingled funds;
- Future value transactions to the computation date;
- Test for exceptions to rebate and penalty in-lieu requirements;
- Analyze unspent construction funds, overfunded reserves, and other events that may be in violation of Section 148 of the tax code;
- Determine the yield reduction payment pursuant to Section 148(f) of the Internal Revenue Code; and
- Determine the cumulative arbitrage liability pursuant to Section 148(f) of the Internal Revenue Code.

Task 3: Review and Assess Analysis Outcome

Objective: Multi-tiered review of each prepared report and internal discussion of assumptions and opportunities to reduce the rebate liability.

Description: Proper application of the arbitrage rebate regulations requires understanding the purpose of the financing and the investment and expenditure of bond proceeds.

Once the mathematical analysis is complete, two senior-level rebate consultants will perform a comprehensive review of the report noting computational assumptions and technical issues to be evaluated. If appropriate, these issues will be communicated to the City.

Deliverable: Possible discussion with City staff.

Task 4: Conclusions, Recommendations and Action Plan

Objective: Develop conclusions, recommendations and produce reports.

Description: Willdan will deliver a cumulative inception to current bond year arbitrage rebate report for each bond under contract and, if warranted, will offer recommendations for actions to be taken including:

- Areas where allocation and accounting methodology could be enhanced;
- Identification of technologies not currently in use that may be applicable and appropriate for future consideration;
- Identification of obstacles or challenges that could prevent timely or accurate compliance; and
- Instructions for filing IRS forms.

Deliverable: Completed arbitrage rebate report for each bond under contract inclusive of:

- Executive Summary detailing the assumptions and methodology used;
- Summary Analysis of all relevant dates;
- Sources and uses of funds;
- Arbitrage yield and yield restriction requirements;
- Rebate liability summarized and by fund;
- Arbitrage/Investment Yield Comparison Graph;
- Rebate Calculations by fund; and
- Outstanding Investments Summary.

Task 5: Review Results

Objective: Discuss arbitrage rebate positions, opportunities, and possible areas of enforcement concern.

Description: Key strategic and procedural issues will be discussed, as well as strengths and challenges relating to long-term arbitrage rebate compliance.

Deliverable: Discussion with City staff.

Task 6: File IRS Payment and Refund Requests

Objective: Assist with filing arbitrage rebate payments and refund requests.

Description: Willdan will supply completed IRS forms and payment instructions, as needed.

Deliverable: Completed IRS Payment and Refund Request Forms, with accompanying instructions.

Project Timelines

Outlined on the pages that follow are separate timelines specific to the annual administration of the following:

- Bonded CFDs;
- Services CFDs;
- Landscaping and Lighting Districts; and
- Continuing disclosure.

Annual Bonded CFD Administration and State Reporting Compliance Proposed Project Timeline / Delivery Schedule

Expected Completion Date	Description
January	District Administration Kick-Off Meeting
Mid-April	Willdan provides City with budget templates for current fiscal year levy.
April/May	City returns preliminary budgets.
April	City provides March 31 balances for all CFD funds and accounts held by City together with the amounts due from County as of March 31.
April	City provides amounts of any City administration fees not yet transferred to the General Fund and unpaid prior FY expenditures of over \$10,000, as of March 31.
May	Willdan contacts City concerning budget item questions or clarifications, if any.
May	Willdan provides credit calculations for City review & approval.
Mid - May	Willdan proposes Phase 1 demand letter recommendations for CFDs with dual tier foreclosure covenants, if warranted.
May	City provides final comments on credit calculations.
June	Willdan provides proposed final budget for Finance Department approval.
June	City provides approved final budgets to Willdan.
Early July	City provides payment information for all parcels which have tendered funds to prepay the special tax prior to June 30.
July	Willdan performs a final review, as required, of the Planning Department's Development Activity Reports and other department information for land use changes or approvals affecting special taxes of the bonded CFD parcels.
July	City provides requested building permit information for the 12 months ending June 30.
July	Willdan delivers any required Phase 1 strip recommendations for each CFD with dual tier foreclosure covenants.
By August 10	Willdan submits the final levy amounts to County of Placer.
Mid - August	Willdan proposes demand letter recommendations for all CFDs, if warranted.
Mid to Late September	Willdan provides City with a listing of each CFD's total applied special taxes and applied budgets.
Late September	Willdan delivers any required strip recommendations for each CFD with single tier foreclosure covenants.
October	Willdan delivers required Phase 2 strip recommendations for each CFD with dual tier foreclosure covenants.
by October 30	Willdan files online Annual Mello Roos CDIAC Reports for each CFD bond issued prior to July 1.
by October 30	Willdan files applicable Annual Marks-Roos Obligator/Authority Reports with CDIAC for each CFD related Authority Bond issued prior to July 1.
Mid - January	Willdan delivers bonded CFD annual levy reports to City.
Mid to Late January	Willdan provides special tax rates for each parcel tax type by CFD for City's direct annual parcel tax reporting to Treasurers Office.

**Annual Bonded CFD Administration and State Reporting Compliance
Proposed Project Timeline / Delivery Schedule**

by January 31

Willdan files SB 1029 Transparency Report with CDIAC for each CFD bond issued after January 21, 2017.

**Annual Services CFD Administration and State Reporting Compliance
Proposed Project Timeline / Delivery Schedule**

Expected Completion Date	Description
January	District Administration Kick-Off Meeting
January / February	Willdan provides the City with budget templates for each services CFD including sinking fund limitation amounts, if any.
April	City provides preliminary budgets, including budget by zone as requested.
May	Willdan provides budget worksheets for City review.
Late May	City provides comments on budget worksheet, if any.
July	City provides amounts of unpaid prior fiscal year expenditures as of June 30, if significant, including any City administration fees not yet transferred to the General Fund (by zone, if applicable.)
July	City provides Willdan with the June 30th Fund Balance and projected amounts due from the County as of June 30, for each zone/district.
Mid - July	Willdan provides City with proposed budgets and credit calculation recommendations for review and approval based upon June 30 balances.
Mid - July	City approves proposed budgets.
Late - July	Willdan performs a final review of land use changes within the districts and updates parcel data, as required.
By August 10	Willdan submits the final levy amounts to County of Placer with a copy of the ordinance authorizing levy.
Mid to Late September	Willdan provides City with a listing of each CFDs total applied special taxes and applied budgets.
Early December	Willdan delivers Services CFD Annual Levy Reports to City
Mid - January	Willdan provides special tax rates for each parcel tax type by CFD for City's direct annual parcel tax reporting to Treasurers Office.

Annual Landscaping and Lighting Districts Administration

Proposed Project Timeline / Delivery Schedule

Expected Completion Date	Description
January	Kick-off Meeting: Meet with Finance and Park staff to discuss levy process and overall expectations for each LLD. Discuss budgeting related issues, possible changes to district (including improvements and services provided, annexations, changes to assessments) and confirm levy timeline.
January	Willdan provides the City with budget templates for each LLD showing the projected maximum assessment revenues for each zone.
Early February	Willdan establishes new levy database for the current year and determines information necessary to complete the Preliminary Engineer's Report.
Mid - February	City provides Willdan with the preliminary budget, projected June 30th fund balance, and preliminary capital improvement plan, if any, for each zone.
Mid - February	Willdan prepares draft Engineer's Report and preliminary assessment evaluation.
Late February	Discuss issues, if any, resulting from preliminary assessment evaluation. Willdan provides alternatives to resolve any revenue limitations or overfunded reserves. City staff confirms their intent for no new or increased assessments and to finalize the levy process.
Early March	City provides Willdan with final revisions, if any, to the budget, projected June 30th fund balance, and Capital Improvement Plan, if any, for each zone.
Early March	Willdan completes final modifications to the Engineer's Report this week based on the City's input of the proposed assessments and budgets.
Early/Mid-March	Willdan delivers final draft budget and Engineer's Report for City's final review.
Mid - March	City provides Willdan with final revisions of the budget and Engineer's Report.
Mid - Late March	Willdan delivers: preliminary Engineer's Report and resolutions and documents necessary for Intent Meeting.
Late March	Finance Department to submit Intent Meeting package to City Clerk.
Mid - April	Intent Meeting: Council adopts three resolutions: 1) Initiating Proceedings; 2) Preliminary Approval of the Engineer's Report; and 3) Resolution of Intent.
Mid - April	Willdan delivers: resolutions to be adopted at the Public Hearing and final Engineer's Report.
Late April	Finance Department to submit Public Hearing package to City Clerk.
Early May	City Clerk shall publish the Resolution of Intention one time at least 10 days prior to the Public Hearing, pursuant to applicable legislation.
Mid May	Council holds Public Hearing. After the hearing has been closed, the Council may discuss and adopt the appropriate resolutions for the District and levy of assessments.
June	Willdan updates levy database files to reflect the assessment rates in the Engineer's Report approved by the City Council.
July	City provides certified copy of all documents to be submitted to County via e-mail with the assessment roll including Resolution Ordering the Levy and Collection of Assessments and required Proposition 218 documentation, if any.
July	Extended Public Hearing - The previous hearing may be continued to this date to allow additional testimony and/or to finalize the levy process and approve the final resolutions.
By June 30	Deadline to submit levy to County of Placer (levy, resolutions and other documentation).

Continuing Disclosure Reporting – CFD Related Debt Only

Proposed Project Timeline / Delivery Schedule

Expected Completion Date	Description
Mid - September	Willdan delivers 15-day notices to developers/owners (reports due by October 1).
October 1	Willdan disseminates developer/owner reports (reports due by October 1).
Week of December 17	Willdan provides draft disclosure reports to City (City/Authority reports due by January 15).
by January 15	Willdan disseminates City Continuing Disclosure Reports (reports due by January 15).
Week of January 21	Willdan provides draft disclosure reports to City (City/Authority reports due by March 1).
January 31	Willdan delivers special owner notification (notification due by January 31).
Week of February 18	Willdan provides draft disclosure reports to City (50% of City/Authority reports due by March 31/April 1).
by March 1	Willdan disseminates City Continuing Disclosure Reports (reports due by March 1).
Week of March 4	Willdan provides draft disclosure reports to City (50% of City/Authority reports due by March 31/April 1).
March 15	Willdan delivers 15-day notices to developers/owners (reports due by April 1).
Week of March 25	Willdan provides draft lender reports to City (City reports due by April 15).
by March 31 / April 1	Willdan disseminates City Continuing Disclosure Reports (reports due by March 31/April 1).
April 1	Willdan disseminates developer/owner reports (reports due by April 1).
by April 15	Willdan delivers lender reports to lenders (City reports due by April 15).

EXHIBIT “B”

F. Cost Proposal

Outlined below are costs to provide the following services for which work plans were provided under Tab E, Project Plan.

- Administration Services for:
 - Community Facilities Districts (CFDs), which are also referred to as Mello Roos; and
 - Landscaping and Lighting Districts
- Continuing Disclosure
- Delinquency Management
- Arbitrage Rebate

Administration Services

The following annual fees for administration services reflect application of the corresponding work plan. The fees have been grouped by district type and are based on the time estimated that will be spent on average each year for the administration of the districts. Upon contractual approval, the City may choose to allocate the per district annual cost reflected below in a manner that corresponds with your internal accounting procedures.

The annual administration fees are subject to increase, which will not exceed the most recent annual change in the Consumer Price Index (CPI) within the applicable areas, as calculated by the United States Department of Labor. Fees are payable as the work progresses, on a quarterly basis.

Community Facilities Districts

CFD Administration Annual Fee for Services			
CFD No.	Name	Parcel Count	Annual Fee
3	Municipal Services	8,791	\$ 11,200
4	Public Services	435	6,550
1	Crocker Ranch	1,173	5,900
2	Crocker Ranch (Public Services)	1,173	5,450
1	Diamond Creek	221	3,500
1	Fiddymment Ranch (Public Facilities)	2,068	7,450
2	Fiddymment Ranch (Public Services)	2,148	7,450
5	Fiddymment Ranch (Public Facilities)	81	7,450
1	Highland Reserve North	1,522	6,125
2	Highland Reserve North (Public Services)	1,534	5,700
1	HP Campus Oaks (Public Facilities)	32	5,700
2	HP Campus Oaks (Public Services)	32	5,700
1	Longmeadow Parkside (Public Facilities)	582	3,050

CFD Administration Annual Fee for Services

CFD No.	Name	Parcel Count	Annual Fee
2	Longmeadow (Public Services)	582	3,050
1	North Roseville	2,469	6,800
2	North Roseville (Public Services)	2,567	6,350
1	Northwest Roseville	4,750	7,450
2	Northeast Roseville	377	3,500
1	Stone Point	233	3,500
2	Stone Point (Public Services)	233	2,850
4	Stone Point (Public Services)	207	2,850
5	Stone Point	209	3,500
1	Stoneridge (Public Services)	2,057	6,750
1	Stoneridge East	1,240	5,900
1	Stoneridge Parcel 1 (Public Services)	127	3,050
2	Stoneridge Parcel 1 (Public Services)	127	2,150
1	Stoneridge West	750	4,000
1	The Fountains (Public Facilities)	2	2,150
1	Westbrook (Public Facilities)	471	6,550
2	Westbrook (Public Services)	471	6,550
1	Westpark (Public Facilities)	3,766	7,650
2	Westpark (Public Services)	3,767	7,650
1	Woodcreek East	354	3,500
2	Woodcreek East (Public Services)	354	3,050
1	Woodcreek West	1,707	5,900
2	Woodcreek West (Public Services)	1,699	<u>5,450</u>
Estimated Annual Total			\$191,375.00
<i>Payoff Quote (per request**)</i>			<i>\$ 750</i>

**The requesting party pays the fee for this service. There is no charge to property owners and/or the City.

Landscaping and Lighting Districts

Landscaping & Lighting District Administration Annual Fee for Services		
Name	Parcel Count	Annual Fee
Historic District LLD	57	\$ 3,300
Infill Area LLD	222	3,700
Johnson Ranch LLD	1,060	4,800
North Central Roseville Specific Plan LLD	3,617	7,450
Northwest Roseville Specific Plan LLD	4,759	7,650
Olympus Pointe LLD	866	4,150
Riverside Avenue LLD	76	3,300
Vernon Street LLD	64	<u>3,300</u>
Estimated Total		\$37,650.00

Continuing Disclosure Services

Disclosure Services	Fee
Base Annual Report Fee	
Non-land Based Issues	\$1,225 per report
Land Based Issues	\$1,050 per district
Additional Fees (if applicable)	
Incremental Annual Fee for Bonds Issued on Parity	\$ 375 per issue
Supplemental/Amended Reports	\$ 375
Notice of Occurrence of Listed Events	\$ 225 per notice
Annual Third-Party Expenses	At Cost
Continuing Disclosure Compliance Review, if requested	\$ 150 per issue/per year

Delinquency Monitoring Services

As the service is rendered, the following fees are invoiced to the City. They are ultimately paid by, or on behalf of, the delinquent property owners.

Services	Fees
Fees Ultimately Reimbursed to Agency by Property Owner	
Delinquency Reminder Letter	\$ 15
Delinquency Demand Letter	\$ 45
Foreclosure Letter	\$ 65
Effect Removal from Tax Roll and Record Subsequent Notice of Satisfaction	\$ 125
Payment Plan	\$ 200
Subsequent Foreclosure Services	\$ 300
Fees Paid Directly to Willdan by Requestor	
Delinquency Demand Payoff ⁽¹⁾	\$ 50
Zero Demand ⁽¹⁾	\$ 50

⁽¹⁾ This fee is waived for the property owner (except for escrow purposes). This fee complies with Section 8833 of the California Streets and Highways Code and/or Section 53356.2 of the California Government Code, which requires recording of a Notice of Intent to Remove Delinquent Special Assessments and/or Special Taxes from the County tax roll. It DOES NOT include the County tax roll removal charge, or similar fee, if any.

Arbitrage Compliance Services

Arbitrage Services	Fee
Engagement Fee (One-time fee)	\$200
Base Fee, Annual Report – Fixed Rate Bonds	\$975
Commingled Funds Analysis / Parity Reserve Allocation	\$175 per fund
Data Analysis in Excess of 12 Months	\$175 per year
Request for Refund of Overpayment	No Charge
IRS Audit Assistance	\$150 per hour
Online Compliance Management System	No Charge
Preparation of IRS Form 8038T (Payment)	No Charge

Additional Services

Additional services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates. Our current hourly rates are listed below.

Title	Hourly Rate
Group Manager	\$ 210
Principal Engineer	200
Principal Consultant	200
Senior Project Manager	165
Project Manager	145
Senior Project Analyst	130
Senior Analyst	120
Analyst	100
Assistant Analyst	75
Property Owner Services Representative	55
Support Staff	50

Reimbursable Expenses

Willdan will be reimbursed for out-of-pocket expenses. Examples of reimbursable expenses include, but are not limited to the following: postage, travel expenses, mileage (current prevailing federal rate), maps, electronic data provided from the county and/or other applicable resources, construction cost periodicals, and copying (currently 6¢ per copy). Any additional expense for reports or from outside services will be billed to the City. Charges for meeting and consulting with counsel, the City, or other parties regarding services not listed in the scope of work above will be at our then-current hourly rates.

In the event that a third party requests any documents, Willdan may charge such third party for providing said documents in accordance with Willdan's applicable rate schedule.



COUNCIL COMMUNICATION

CC #: 9709
File #: 0800-03

Title: Master Confirmation - Western Systems Power Pool Agreement
Contact: Petra Wallace 916-774-5510 pwallace@roseville.ca.us

Meeting Date: 12/19/2018
Item #: 6.20.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt a Resolution authorizing the City Manager to execute the Western Systems Power Pool Agreement ("WSPP") with the Department of Water Resources ("DWR"). The WSPP agreement is an industry standard contract that allows the City to purchase electricity. There is no cost associated with the execution of the agreement.

BACKGROUND

WSPP agreements provide an industry standard contractual framework for executing physical transactions for electricity. DWR is a California State Agency that often has excess power available for sale. DWR requires a specific enabling agreement with counterparties to comply with certain state requirements. An enabling agreement is a form of contract that enables power transactions by agreeing to the common provisions such as payment timelines and default provisions while leaving the changing provisions such as price and timing for power to be negotiated when a transaction is consummated. DWR is a new counterparty and is expected to offer competitive prices in physical electricity.

The State of California has many, unique statutory contract requirements. The ten attachments include state general terms and conditions, DWR specific terms and conditions, and explicit other State conditions such as drug free workplace, recycled paper content, etc. Staff is requesting approval of the WSPP Agreement and all California State required attachments with DWR.

FISCAL IMPACT

There is no fiscal impact associated with the execution of the WSPP agreement with DWR as it is only an enabling agreement. There are no transactions currently pending under the proposed WSPP agreement. Transactions facilitated by the attached agreement will conform to the Roseville Energy Risk Management Policies.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical changes in the environment (CEQA Guidelines §15061(B)(3)). Approval of the Master Confirmation under the Western Systems Power Pool Agreement does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Petra Wallace, Electric Resource Analyst

Michelle Bertolino, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-518

Attachment A - WSPP Master Confirmation

Attachment B - State of California GTC

Attachment C - State of Contractor Certificate

Attachment D - Special Terms Local Public Entities

Attachment E - Special Terms Local Public Entities Payables

Attachment G - WSPP Contact Information

Attachment H - California Civil Rights Laws

Attachment I - State of California Payee Data Record

Attachment J - Darfur Contracting Act Certification Form

Attachment K - Drug Free Workplace Certification

Attachment L - Iran Contracting Act

RESOLUTION NO. 18-518

APPROVING A MASTER CONFIRMATION UNDER THE WSPP AGREEMENT
BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES -
STATE WATER RESOURCES DEVELOPMENT SYSTEM AND CITY OF ROSEVILLE,
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a Master Confirmation Under the WSPP Agreement between The State of California Department of Water Resources - State Water Resources Development System and City of Roseville, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Master Confirmation is hereby approved and that the City Manager is authorized to execute it as well as any related documents required to effectuate the intent of this agreement on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20____, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

Master Confirmation
Under the WSPP Agreement
between
THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES -
STATE WATER RESOURCES DEVELOPMENT SYSTEM and
CITY OF ROSEVILLE

This Master Confirmation under the WSPP Agreement (the "Master Confirmation") sets forth the agreement between the State of California Department of Water Resources-State Water Resources Development System ("DWR-SWP") and City of Roseville ("Roseville") effective upon the execution by both parties.

WHEREAS, the Master Confirmation is being provided pursuant to and in accordance with Section 32.10 of the WSPPA (as defined below) to which DWR-SWP and Roseville are Parties;

NOW THEREFORE, in consideration of the mutual consents and agreements contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, DWR-SWP and Roseville agree as follows:

1. General: The Master Confirmation shall govern all transactions between the Parties under the WSPP Agreement as amended from time to time (the "WSPPA"). By entering into this Master Confirmation, the Parties intend to have these provisions modify, supplement and amend the WSPPA and to have these provisions apply to all Confirmations (as that term is defined in the WSPPA) and transactions under the WSPPA between the Parties entered into after the effective date of this Master Confirmation. Terms used but not defined herein shall have the meanings ascribed to them in the WSPPA. In the event of any conflict between the terms of (1) Confirmations, (2) this Master Confirmation, (3) the MRTU Agreement under the WSPP (MRTU Amendment), and (4) the WSPPA, the terms of the documents shall govern in the priority listed in this sentence.

2. Single and Entire Agreement: All transactions between the Parties for the purchase, sale or exchange of electricity or other products made available under the WSPPA are entered into in reliance on the fact that the Master Confirmation, the MRTU Amendment, the WSPPA and any Confirmation form a single and entire agreement (Agreement) between the Parties, and the Parties would not have otherwise entered into any such transactions.

3. Definitions: The term "CAISO Tariff" means the CAISO Tariff, as amended from time to time. Any terms used and not otherwise defined shall have the same meaning ascribed to them in the WSPPA, the CAISO Tariff, and the MRTU Amendment:

3A. Performance: Transactions conducted under this Master Confirmation shall be conducted pursuant to the CAISO Tariff, to the extent applicable.

4. DWR-SWP separate from DWR-CERS: This Master Confirmation is made by DWR-SWP pursuant to DWR-SWP's powers and responsibilities with respect to the State Water Resources Development System and all obligations incurred and the funding for all such obligations shall be the responsibility of DWR-SWP, and shall be separate and distinct from the funds, monies and obligations of the California Energy Resources Scheduling Division

("DWR-CERS"), including the Electric Power Fund administered by DWR-CERS. DWR-SWP's creditworthiness, financial responsibility, and performance viability are thus independent of DWR-CERS for all purposes in this Master Confirmation and the WSPPA, including, but not limited to the following: Counterparty may only invoke the creditworthiness provisions of WSPPA Section 27 based on the financial status of DWR-SWP. The set-off provisions of WSPPA Section 22 and the netting provision in WSPPA Section 28 may only be applied to transactions between DWR-SWP and Roseville under this Master Confirmation. Any transactions under the WSPPA between DWR-CERS and Roseville shall not be used to set-off or net against the obligations between DWR-SWP and Roseville.

5. Damages for Unexcused Failure to Deliver or Receive CAISO Energy: In the event of a failure to deliver or receive energy not excused by an Uncontrollable Force, the damages provisions set out in WSPPA Section 21.3 shall apply to such failure to deliver or receive CAISO Energy.

6. Notices: All notices required by this Master Confirmation and all formal notices made pursuant to the WSPPA, including but not limited to those made under Sections 9.4 (Payments) and 10 (Uncontrollable Forces), shall be made in accordance with Section 12.1, unless the section otherwise specifies the method of providing notice. All notices, demands, and requests made pursuant to Section 12.1 of WSPPA shall be directed to:

If to DWR-SWP:

Chief, Power Contracts Branch
Department of Water Resources
2135 Butano Drive, Suite 100
Sacramento, California 95825
Attention: Deane Burk
Telephone: (916) 574-0669
Facsimile: (916) 574-0660

If to Roseville:

Company Name: City of Roseville
Company Address: 2090 Hilltop Circle, Roseville, CA 95747
Attention: Settlements
Telephone: 916-774-5658
Facsimile: 916-774-5583

A Party may change its notice information by providing written notice of such change to the other Party in accordance with this Section 12.

7. Governing Law: The first sentence of WSPPA Section 24 shall be amended as follows: "The WSPPA, Master Confirmation, and Confirmations shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of laws rules thereof."

8. Uncontrollable Forces: In accordance with WSPPA Section 32.8, the Parties agree that the Uncontrollable Forces provisions of the WSPPA, including in particular WSPPA Section 10, shall apply to any transaction under this Master Confirmation.

9. Binding Dispute Resolution: The consent of both Parties shall be required before a dispute may be submitted to any binding arbitration including pursuant to WSPPA Section 34.2.

10. Forum and Venue for Legal Proceedings: In the event the Parties agree to binding arbitration pursuant to WSPPA Section 34.2, the arbitration shall be held in Sacramento, California. In the event the Parties do not agree to binding dispute resolution under Section 34.2, any lawsuit concerning any dispute that may arise under the WSPPA, the MRTU, Master Confirmation, and Confirmations shall be filed and heard in Sacramento County Superior Court of the State of California. No party shall assert Federal Energy Regulatory Commission (FERC) preemption as a bar to proceeding with any arbitration or lawsuit.

11. FERC and Mobile-Sierra Doctrine: Neither Party shall make unilateral application to the Federal Energy Regulatory Commission for a change in rates, terms and conditions herein under Section 205 of the Federal Power Act, or seek any relief under Section 206 of the Federal Power Act concerning the rates, terms, and conditions herein. Except as expressly provided by this Master Confirmation, the parties further agree that the standard of review for changes to this Master Confirmation proposed by any person, including a non-party or the Federal Energy Regulatory Commission acting *sua sponte* shall be the “public interest” application of the “just and reasonable” standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*(1956) , 350 U.S. 332 and *Federal Power Commission v. Sierra Pacific Power Co.* (1956) 350 U.S. 348.

12. Payment Netting: Section 28.1 of the WSPPA shall be applicable and the Parties shall execute Exhibit A of the WSPPA and net monthly payments in accordance therewith; provided, however, that notwithstanding the language in Section 28.2 and Exhibit A of the WSPPA, neither Party shall be permitted to revoke its agreement to net payments for Confirmations under the Master Confirmation. Notwithstanding the language in Section 28.2, the parties shall not use netting to withhold those amounts which are the subject of dispute by the other party pursuant to Section 9 of the WSPPA and Section 18 of this Master Confirmation.

13. Scheduling and Settlements Under MRTU: The Parties have executed the MRTU Amendment, which can be found posted on the WSPP website at www.wspp.org, and all transactions hereunder shall be conducted pursuant to the WSPPA, the MRTU Amendment and this Master Confirmation.

14. Alternative Settlement Mechanism: In the event DWR-SWP elects at a later date, in its sole discretion, to settle via the alternative settlement mechanism set forth below, DWR-SWP shall provide 30 days advance written notice to Counterparty of such election. Section 13 above shall no longer apply, and the Parties shall settle in accordance with the following provision:

The settlement amount for each hour of delivered energy is the difference between the Contract Price and the CAISO’s hourly DA-LMP at the Delivery Point for the hour in which energy is delivered:

A = B * (C-D) where

A = Settlement amount

B = Contract Quantity (Megawatt hours)

C = Contract Price (\$/Megawatt hour)

D = CAISO's hourly Day Ahead LMP price at the Delivery Point for the hour in which energy is delivered (\$/Megawatt hour).

If A is negative, Buyer will receive a credit from Seller for that hour. If A is positive, Buyer will be charged by Seller for that hour. For each month, the invoice amount is the total of these credits and charges. If the total amount is negative, Buyer will send Seller an invoice. If the total amount is positive, Seller will send Buyer an invoice.

15. Termination of Master Confirmation: The Master Confirmation may be terminated by either Party upon giving the other Party thirty (30) day written notice. With respect to Confirmations that have been entered into before the effective termination date of the Master Confirmation and until performance is completed, all rights and obligations under those Confirmations, this Master Confirmation, the WSPPA and the MRTU Amendment shall remain in effect until performance is completed.

16. Representations: In addition to Section 37:

"Each Party further represents to the other Party, as of the date hereof, and continuing as long as obligations under this Agreement remain that:

(a) It is not relying upon any representations of the other Party other than those expressly set forth in the WSPPA, the MRTU Amendment, the Master Confirmation, any Confirmation or any written guarantee of the obligations of such other Party; and

(b) It has entered into the WSPPA, the MRTU Amendment, the Master Confirmation and each Confirmation thereof as principal (and not as advisor, agent, broker or in any other capacity, fiduciary or otherwise), and has made its trading and investment decisions based upon its own judgment and any advice from such advisors as it has deemed necessary and not in reliance upon any view expressed by the other Party, with a full understanding of the material terms and ability to assume the risks of the same.

(c) Seller agrees that, unless otherwise expressly agreed to by Buyer and Seller, Seller warrants that all energy sold to Buyer hereunder shall not be imported into California. Seller agrees that it shall not operate, schedule, or deliver the Product in a manner which would result in Buyer being classified as an Electricity Importer under the Mandatory Greenhouse Gas Emissions Reporting and California Cap on Greenhouse Gas Emissions and Market-Based Compliance Mechanisms regulations (California Code of Regulations Title 17, Subchapter 10, Articles 2 and 5 respectively) promulgated by CARB pursuant to the California Global Warming Solutions Act of 2006.

17. State of California General Terms and Conditions: The State of California General Terms and Conditions for Contracts (GTC-610), including the Contractor Certification Clauses (CCC-307), as modified for purposes of this Master Confirmation, attached hereto are made a part of the terms of this Master Confirmation; provided, however, DWR-SWP agrees not to assert that a breach by a Party of the terms set forth in the GTC-610, including the CCC-307, constitutes, in itself, an Event of Default under the WSPPA except for the following: Paragraphs 2, 4, and 5 of the GTC-610 and Paragraphs A5 and A7 of the CCC-307. For the sake of clarity, the word "deleted" in the attached is included to show deletions from the unmodified version of GTC-610 and CCC-307.

18. Payment: Section 9 of the WSPPA shall apply except that under Section 9.4, in case any portion of any bill is in dispute, then only the undisputed portion of the bill shall be paid when due. The disputed portion of the bill shall be adjusted or paid upon final resolution of the dispute.

19. California Public Records Act - Confidential Information

DWR-SWP is a public agency subject to the California Public Records Act (Cal. Gov. Code, § 6250 et seq.) As such and as contemplated by Section 30 of the WSPPA, DWR-SWP may be required by law to disclose information submitted by the Counterparty.

DWR-SWP's Obligation: Counterparty may submit data or information required to be provided to DWR-SWP under this Agreement with a label of "Confidential" if the portion so labeled contains information that would be exempt from disclosure under the California Public Records Act as a trade secret or other applicable exemption. DWR-SWP shall take all reasonable and prudent measures to maintain the confidentiality of submitted documents, but shall not in any way be liable or responsible for the disclosure of any documents or portions thereof. If DWR-SWP receives a third-party request for information labeled "Confidential," DWR-SWP shall withhold disclosure of the information to the extent permitted by law and provide Counterparty with reasonable notice of the request.

Counterparty's Obligation: Any financial, statistical, personal, technical and other data and information relating to DWR-SWP's or the State of California's operations that are designated confidential by DWR-SWP and made available to Counterparty in order to carry out the Agreement shall be protected by Counterparty from unauthorized use and disclosure through the observance of the same or more-effective procedural requirements as are applicable to DWR-SWP in the preceding paragraph.

20. Creditworthiness Notification: Counterparty shall provide DWR-SWP with notice of events that are listed in paragraphs (1) - (5) of Section 27 of the WSPPA as follows: (a) For any downgrade event identified in paragraph (3) of Section 27 of the WSPPA, Counterparty shall notify DWR-SWP on or before the close of business on the business day immediately following the downgrade event; (b) For all other events identified in Section 27, Counterparty shall notify DWR-SWP on or before the close of business on the third business day following the event. Any failure to give such notice will be governed by Section 22.1(b) of the WSPPA.

21. Financial Information: If the Counterparty is a privately-held company, Counterparty shall provide (a) within 120 days following the end of each fiscal year, a copy of Counterparty's annual report containing audited consolidated financial statements for such fiscal year and (b) within 60 days after the end of each of its first three quarters of each fiscal year, a copy of Counterparty's quarterly report containing unaudited consolidated financial statements for such fiscal quarter. These submittal deadlines may be extended by DWR-SWP if there is a delay in preparation or certification of the statements. The statements shall be for the most recent accounting period and prepared in accordance with generally accepted accounting principles.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first above written.

**THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES –
STATE WATER RESOURCES DEVELOPMENT SYSTEM**

By: _____

Name: _____

Title: _____

Date: _____

Approved as to legal form and sufficiency:

By: _____

Name: _____

Title: Counsel, Office of Chief Counsel, Department of Water Resources

Date: _____

CITY OF ROSEVILLE

By: _____

Name: Dominick Casey

Title: City Manager

Date: _____

**GENERAL TERMS AND CONDITIONS (GTC-610) –
MODIFIED FOR WSPPA MASTER CONFIRMATION**

1. APPROVAL: DELETED (Not applicable)

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the Parties.

3. ASSIGNMENT: WSPPA Section 14 “Transfer of Interest in Agreement” shall apply. If a party assigns rights and obligations associated with transactions under this Agreement to a Successor in Operation, that party shall, within ten (10) business days of such assignment, provide notice to the other party in accordance with Section 6 of the Master Confirmation.

4. AUDIT: Contractor agrees that the awarding department, and the Bureau of State Audits, or their designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7).

5. INDEMNIFICATION: To the extent permitted by law, the parties to this Agreement shall each defend, indemnify and hold harmless each other from any claims, actions, lawsuits, administrative proceedings or damages arising out of any third-party claim due to any negligent act, omission or willful misconduct of the Agreement’s parties or their employees, agents, or anyone acting in concert with or on behalf of the parties in connection with their performance obligations under this Agreement.

6. DISPUTE: WSPPA Section 34 “Dispute Resolution” shall apply, as modified by Paragraph 9 of the Master Confirmation.

7. TERMINATION: See Section 15 of the Master Confirmation.

8. INDEPENDENT CONTRACTOR: WSPPA Section 17 "Relationship of Parties" shall apply.

9. RECYCLING CERTIFICATION: DELETED (Not Applicable.)

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein in the Confirmation, the Master Confirmation, the MRTU Amendment, and the WSPPA constitutes full compensation.

14. GOVERNING LAW: See Section 7 of the Master Confirmation.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to

all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:. WSPPA Section 15 "Severability" shall apply.

18. PRIORITY HIRING CONSIDERATIONS: If this Agreement includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS: [ONLY APPLICABLE WHERE CONTRACT INCLUDES PARTICIPATION GOALS.]

a. If for this Agreement Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Agreement Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: DELETED (Not Applicable.)

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>City of Roseville</i>		<i>94-6000409</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Dominick Casey, City Manager</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	
	<i>Placer</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE - PRO BONO REQUIREMENT: DELETED (Not applicable.)

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT: DELETED (Not Applicable)

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

A1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

A2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

A3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

A4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change, the State will process the amendment consistent with WSPPA Section 14 "Transfer of Interest in Agreement." Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

A5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

A6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

A7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

A8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

DWR 9545 - SPECIAL TERMS AND CONDITIONS LOCAL PUBLIC ENTITIES

1. **AVAILABILITY OF FUNDS:** Work to be performed under this contract is subject to availability of funds through the State of California's normal budget process.

2. **RESOLUTION OF DISPUTES:** See Section 9 of the Master Confirmation.

3. **RENEWAL OF CCC:** Contractor shall renew the Contractor Certification Clauses or successor documents every (3) years or as changes occur, whichever occurs sooner.

4. **TERMINATION CLAUSE:** See Section 15 of the Master Confirmation.

5. **CONTRACTOR COOPERATION DURING INVESTIGATION:** Contractor agrees to cooperate fully in any investigation conducted by or for DWR-SWP regarding unsatisfactory work or allegedly unlawful conduct by DWR-SWP employees or DWR-SWP contractors. The word "cooperate" includes but is not limited to, in a timely manner, making Contractor staff available for interview and Contractor records and documents available for review.

6. **CONFLICT OF INTEREST:**

a. **Current and Former State Employees:** Contractor should be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

(1) **Current State Employees: (PCC §10410)**

(a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

(b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

(2) **Former State Employees: (PCC §10411)**

(a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

(b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

b. Penalty for Violation:

(a) If the Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC §10420)

c. Members of Boards and Commissions:

(a) Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC §10430 (e))

d. Deleted

e. Financial Interest in Contracts:

Contractor should also be aware of the following provisions of Government Code §1090:

“Members of the Legislature, state, county district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity.”

f. Deleted

7. ORDER OF PRECEDENCE: See Master Confirmation Section 1.

DWR 9545 (Rev. 11/14)

**DWR 9546 - SPECIAL TERMS AND CONDITIONS
LOCAL PUBLIC ENTITIES**

1. DELETED.
2. PAYMENT RETENTION CLAUSE: Deleted. (Not Applicable)
3. RENEWAL OF CCC: Contractor shall renew the Contract Certification Clauses or successor documents every (3) years or as changes occur, whichever occurs sooner.
4. AGENCY LIABILITY: The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purposes of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
5. POTENTIAL SUBCONTRACTORS: Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.
6. SUBCONTRACTING: "Should it be necessary to subcontract for supplemental services or specialists, the Contractor shall obtain prior written consent from DWR. If the subcontracts total more than \$50,000 or 25% of the total contract, whichever is less, then the Contractor must certify that the subcontractor has been selected by the Contractor pursuant to a bidding process requiring at least three bids from responsible bidders or pursuant to the procedures set forth in Government Code Section 4525 et seq., as applicable. If Contractor is unable to obtain three competitive bids or three Statement of Qualifications, Contractor shall submit a written explanation to DWR. DWR will then decide whether to seek authorization to allow Contractor to proceed with the proposed subcontract. Contractors shall assure that all administrative fees for subcontracts are reasonable considering the services being provided and the oversight required. Contractor shall only pay overhead charges on the first \$25,000 for each subcontract."
7. COMPUTER SOFTWARE: For contracts in which software usage is an essential element of performance under this Agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
8. REPORT OF RECYCLED CONTENT CERTIFICATION: In accordance with Public Contract Code Sections 12200-12217, et seq. and 12153-12156, et seq. the contractor must complete and return the form DWR 9557, Recycled Content Certification, for each required products to the Department at the conclusion of the services specified in this contract. Form DWR 9557 is attached to this Exhibit and made a part of this contract by this reference.

9. REIMBURSEMENT CLAUSE: Deleted. (Not Applicable)
10. DELETED.
11. CONTRACTOR COOPERATION DURING INVESTIGATION: Contractor agrees to cooperate fully in any investigation conducted by or for DWR regarding unsatisfactory work or allegedly unlawful conduct by DWR employees or DWR contractors. The word "cooperate" includes but is not limited to, in a timely manner, making Contractor staff available for interview and Contractor records and documents available for review.
12. CONFLICT OF INTEREST: CCC-307 Section 1 "Conflict of Interest" shall apply.

WSPP CONTACT INFORMATION

CITY OF ROSEVILLE

All Notices:

2090 Hilltop Circle

Roseville, CA 95747

Attn: Utility Director

Phone: 916-774-5602

Facsimile: 916-774-5583

Email: settlements@roseville.ca.us

Duns: 164824240

Federal Tax ID Number: 94-6000409

Invoices:

Attn: Settlements

Phone: 916-774-5600

Facsimile: 916-774-5583

Email: settlements@roseville.ca.us

Real Time Trading:

Attn: ACES, Power Trading

Phone: 317-344-7000

Facsimile: 317-344-7000

Scheduling:

Attn: ACES, Power Trading

Phone: 520-586-5276

Facsimile: 317-344-7000

Confirmations:

Attn: ACES Trading Control

Phone: 317-344-7000

Facsimile: 317-344-7099

Email: confirms@acespower.com

Payments:

Attn: Settlements

Phone: 916-774-5600

Facsimile: 916-774-5583

Email: settlements@roseville.ca.us

STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES -STATE WATER RESOURCES DEVELOPMENT SYSTEM

All Notices:

Street: 2135 Butano Drive, Suite 100

City: Sacramento, California Zip: 95825

Attn: Chief, Power Contracts Branch

Deane Burke

Phone: (916) 574-0695

Facsimile: (916) 574-0660

Email: Deane.Burk@water.ca.gov

Duns: N/A

Federal Tax ID Number: 52-1692634

Invoices:

Attn: Mark Thompson

Phone: (916) 574-2215

Facsimile: (916) 574-2791

Email: Mark.Thompson@water.ca.gov

Real Time Trading:

Attn: N/A

Phone: N/A

Facsimile: N/A

Scheduling:

Attn: Anthony Schnepel

Phone: (916) 574-2692

Facsimile: N/A

Email: Anthony.Schnepel@water.ca.gov

or

Attn: Robert Whaley

Phone: (916) 574-2694

Facsimile: N/A

Email: Robert.Whaley@water.ca.gov

Confirmations:

Attn: ASM Mostafa

Phone: (916) 574-2678

Facsimile: N/A

Email: ASM.Mostafa@water.ca.gov

Payments:

Attn: Mark Thompson

Phone: (916) 574-2215

Facsimile: (916) 574-2791

Email: Mark.Thompson@water.ca.gov

ACH/Wire Transfer:

Bank: U.S. Bank
ABA No: 121122676
Account No: 153499281092
Account Name: City of Roseville

Credit and Collections:

Attn: Settlements
Phone: 916-774-5600
Facsimile: 916-774-5583
Email: settlements@roseville.ca.us

With additional Notices of an Event of Default or
Potential Event of Default to:

Attn:
Phone:
Facsimile:
Email:

ACH/Wire Transfer:

Bank: Bank of America
ABA No: 0260-0959-3
Account No: 14365-80598
Account Name: N/A

Credit:

Attn: Masoud Shafa
Phone: (916) 574-1296
Facsimile: N/A
Email: Masoud.Shafa@water.ca.gov

Collections:

Attn: Mark Thompson
Phone: (916) 574-2215
Facsimile: (916) 574-2791
Email: Mark.Thompson@water.ca.gov

With additional Notices of an Event of Default or
Potential Event of Default to:

Attn: Asst Chief Counsel, Peggy Bernardy
Phone: (916) 653-5137
Email: Peggy.Bernardy@water.ca.gov

Or

Attn:
Phone:
Email:
Facsimile: (916) 653-0952

FERC Market Based Tariff:

Counterparty Party Tariff: As a governmental entity, DWR-SWP does not have to file for market based rate authority.

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time of the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
City of Roseville	94-6000409
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Dominick Casey, City Manager	
Executed in the County of	Executed in the State of
PLACER	CALIFORNIA
Date Execute	

DARFUR CONTRACTING ACT CERTIFICATION

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

Company/Vendor Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County and State of	

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

Company/Vendor Name (Printed)	Federal ID Number
Initials of Submitter	
Printed Name and Title of Person Initialing	

IRAN CONTRACTING ACT
(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
CITY OF ROSEVILLE		94-6000409
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
Dominick Casey, City Manager		
<i>Date Executed</i>	<i>Executed in Placer County, California</i>	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		<i>Date Executed</i>



COUNCIL COMMUNICATION

CC #: 9719
File #: 0800-03

Title: Community Solar Land Lease Amendment and Assignment Agreements
Contact: Todd White 916-746-1668 twhite@roseville.ca.us

Meeting Date: 12/19/2018
Item #: 6.21.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt a Resolution authorizing the City Manager to execute the (1) First Amendment to the Community Solar Land Lease Agreement; and (2) Community Solar Assignment and Assumption Agreement. These agreements assign the Community Solar Master Power Purchase and Sale Agreement and Land Lease Agreement from Clean Focus Renewables, Inc. to its wholly-owned subsidiary, CF Roseville Owner, LLC, and make changes to some of the terms of those agreements in order to allow a third party investor to finance a portion of the project. These changes include a five (5) day extension of the right to cure periods in the original contracts. There is no fiscal impact to the City from these changes.

BACKGROUND

On September 6, 2017, the City entered into a Master Power Purchase and Sale Agreement ("MPSS") and a Community Solar Land Lease Agreement ("Lease") with Clean Focus Renewables, Inc. ("Clean Focus") to construct, operate, develop and run a customer program for a community solar project on city land adjacent to the Roseville Energy Park. The site has been under construction since this summer and the project is anticipated to be completed by the end of the calendar year.

Clean Focus' business model is similar to most solar developers. They construct the project and then transfer the project to another entity in order to obtain financing and monetize the tax credits that renewables projects generate. These agreements transfer all rights and obligations of the project from Clean Focus Renewables, Inc. to its wholly-owned subsidiary CF Roseville Owner, LLC. CF Roseville Owner, LLC will have the same legal and contractual requirements imposed by the City (such as insurance) as with the original parent company owner.

In addition to the transfer of ownership, Clean Focus and the third party investor require a number of changes to some of the terms in the agreements. The most significant of those requested changes include requiring the City to keep the property free of liens, allowing the third party investor an additional five (5) business days to cure events of default beyond the cure periods provided for in the original agreements, and allowing the third party investor the legal right to step in to take over the MPSS and Lease in the event of default (so long as other existing

conditions are met in the MPSS and Lease). While these terms do convey additional rights to Clean Focus and its third party investor, City staff agree that allowing the investor to cure defaults and assume the contracts in the event of default would be the most expedient way to resolve any issues.

These terms have been negotiated extensively with Clean Focus representatives and its third party investor. Without the assignment to CF Roseville Owner, LLC and the changes to the terms of the Lease and MPSS, the third party investor will not invest. This could significantly delay or threaten the commercial operation of the community solar project.

FISCAL IMPACT

There is no fiscal impact to executing these agreements.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

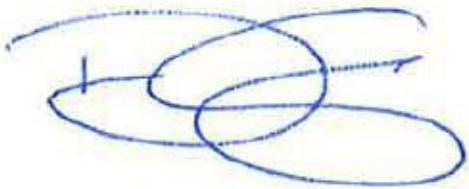
ENVIRONMENTAL REVIEW

The agreements are not considered a “project” as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently no CEQA action is required.

Respectfully Submitted,

Todd White, Assistant Electric Utility Director

Michelle Bertolino, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-259

First Amendment to Community Solar Land Lease Agreement

Community Solar Assignment and Assumption Agreement

RESOLUTION NO. 18-529

APPROVING A FIRST AMENDMENT TO THE COMMUNITY SOLAR LAND LEASE AGREEMENT, BY AND BETWEEN CLEAN FOCUS RENEWABLES, INC. AND THE CITY OF ROSEVILLE, AND APPROVING THE COMMUNITY SOLAR ASSIGNMENT AND ASSUMPTION AGREEMENT, BY AND BETWEEN CLEAN FOCUS RENEWABLES, INC., CF ROSEVILLE OWNER, LLC, AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE BOTH AGREEMENTS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a First Amendment to the Community Solar Land Lease Agreement, by and between the City of Roseville and Clean Focus Renewables, Inc., and a Community Solar Assignment and Assumption Agreement, by and between Clean Focus Renewables, Inc., CF Roseville Owner, LLC, and the City of Roseville, have been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said First Amendment to the Community Solar Land Lease Agreement and the Community Solar Assignment and Assumption Agreement are hereby approved and that the City Manager is authorized to execute them on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

Recording Requested by:

CITY OF ROSEVILLE

When Recorded Mail to:

City Clerk

City of Roseville

311 Vernon Street

Roseville, CA 95678

Exempt from recording fees

Pursuant to Govt Code 27383

THIS SPACE RESERVED FOR RECORDER'S USE

**FIRST AMENDMENT
TO THE
COMMUNITY SOLAR LAND LEASE AGREEMENT**

THIS FIRST AMENDMENT TO THE COMMUNITY SOLAR LAND LEASE AGREEMENT (this “**First Amendment**”) is made and entered into as of the ____ day of December, 2018, by and between **the City of Roseville**, a municipal corporation (“**Lessor**”), and **Clean Focus Renewables, Inc.**, a Delaware corporation (“**Lessee**”).

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Community Solar Land Lease Agreement dated September 6, 2017 (the “**Agreement**”), and;

WHEREAS, Lessor and Lessee wish to amend the Agreement as set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to first Recital:

- a. The language “5120 Phillip Rd.” shall be deleted and replaced with “5220 Phillip Rd.”

2. Amendment to Defined Term Section 1.1(g):

- a. The entire Section 1.1(g) shall be deleted and replaced with “The Term shall begin on the Commencement Date and expire on the Expiration Date, with the right of cancellation and termination in both Lessor and Lessee as hereinafter set forth.”

3. Amendment to Relocation of Payment – Section 9.2:

- a. After the final sentence of Section 9.2 the following shall be inserted: “Nothing contained herein authorizes Lessor to take back the Property from Lessee for the purposes of any different public project other than as contemplated in the Agreement or this First Amendment.”

4. Amendment to Liens – Section 9.4:

- a. After the final sentence of Section 9.4 the following shall be inserted: “As of the date first mentioned above, neither party shall allow any liens to be placed on the System or Property on which the System is located. If a party does happen to allow for any lien to be entered on the System or said Property, such party shall take all necessary actions to remove any such liens as expeditiously as reasonably possible at such party’s sole expense.

[The remainder of this page is left intentionally blank. Signatures to follow.]

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this First Amendment to the Community Solar Lease Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20____, and Lessee has caused this First Amendment to the Community Solar Lease Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation:

CLEAN FOCUS RENEWABLES, INC., a California corporation:

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: President & CEO

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
MICHELLE BERTOLINO
Electric Utility Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Santa Clara

On December 11, 2018

Date

before me,

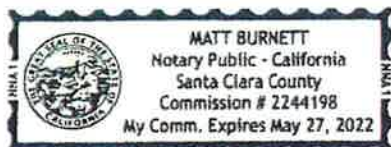
Matt Burnett, Notary Public

Here Insert Name and Title of the Officer

personally appeared Stanley Chin

Name(s) of Signer(s)

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]

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Recording Requested by:

CITY OF ROSEVILLE

When Recorded Mail to:

City Clerk

City of Roseville

311 Vernon Street

Roseville, CA 95678

Exempt from recording fees

Pursuant to Govt Code 27383

THIS SPACE RESERVED FOR RECORDER'S USE

COMMUNITY SOLAR ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "**Assignment**") is made and entered into as of the _____ day of _____, 20____ by and between Clean Focus Renewables, Inc., a Delaware corporation ("**Assignor**"), CF Roseville Owner LLC, a California limited liability company ("**Assignee**"), and the City of Roseville, a municipal corporation ("**Customer**" or "**Landlord**"). Each a "**Party**" and collectively the "**Parties**".

RECITALS

A. WHEREAS, Assignor and Customer are Party to those certain Master Power Purchase and Sale Agreement, dated as of September 6, 2017; Master Power Purchase and Sale Agreement Cover Sheet dated as of September 6, 2017; and Confirmation Letter dated as of September 6, 2017; for the design, procurement, construction and installation of a 1,104.8 kWdc solar photovoltaic power plant (the "**System**") to be located in Roseville, CA, on a site known locally as 5220 Philip Road, Roseville, CA 95747 (collectively the "**MPPS Agreement**"); and

B. WHEREAS, Assignor and Customer are Party to that certain COMMUNITY SOLAR LAND LEASE AGREEMENT dated as of September 6, 2017 and amended for the first time on December 19, 2018 (the "**Lease**") whereby Customer granted Assignor certain rights with respect to locating the System at 5220 Philip Road, Roseville, CA 95747 (the "**Project Site**"); and

C. WHEREAS, Assignor hereby desires to assign the MPPS Agreement and Lease to Assignee, and Assignee desires to assume any and all rights and responsibilities under the MPPS Agreement and Lease from Assignor; and

D. WHEREAS, in accordance with Section 10.5 of the Master Power Purchase and Sale Agreement, Section 10(c) of the Master Power Purchase and Sale Agreement Cover Sheet, and Section 9.5 of Appendix VII of the Confirmation Letter within the MPPS Agreement, Assignor

may not assign the MPPS Agreement to Assignee without the prior written consent of Customer; and

E. WHEREAS, in accordance with Section 9.5 of the Lease, Assignor may not assign the Lease to Assignee without the prior written consent of Customer; and

F. WHEREAS, Assignee will be financing the System in conjunction with an investment from an investor to be identified to Customer in writing at some later date ("Investor"); and

G. WHEREAS, in order to address certain concerns of the Investor and Customer with respect to the MPPS and the Lease, the Parties have agreed to grant certain rights to the Investor, each as stated herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors, Assignee, and Customer do hereby agree as follows:

AGREEMENT

1. **Assignment.** Assignor hereby transfers and delivers to Assignee, and Assignee hereby receives and acquires from Assignor, all of Assignor's rights, title, interests, duties and obligations under, to and under the MPPS Agreement and Lease, free and clear of any liens, security interests and encumbrances by Assignors.
2. **Consent.** In accordance with (i) Section 10.5 of the Master Power Purchase and Sale Agreement, (ii) Section 10(c) of the Master Power Purchase and Sale Agreement Cover Sheet, (iii) Section 9.5 of Appendix VII of the Confirmation Letter MPPS Agreement within the MPPS Agreement, and (iv) Section 9.5 of the Lease, Customer hereby consents to the assignment and subsequent assumption of the MPPS Agreement from Assignor to Assignee.
3. **Further Assurances.** At any time, or from time to time after the date hereof, Assignor and Assignee shall, at the other's reasonable request, and at the requesting party's expense, execute and deliver such instruments of transfer, conveyance, assignment and assumption, in addition to this Assignment, and take such other action as either of them may reasonably request in order to evidence the transfer effected hereby.
4. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of law.
5. **Conflict of Terms.** This Assignment is delivered pursuant to and is subject to the terms of the MPPS Agreement and Lease. In the event of any conflict or ambiguity between the terms of the MPPS Agreement or Lease and the terms of this Assignment, the terms of the MPPS Agreement and Lease shall control.
6. **Right to Cure.** Notwithstanding any provisions of the Site Lease or PPA to the contrary and provided that Investor has notified Customer in writing of its existence and of its current

contact information, Investor shall have the right, but not the obligation, to cure any event of default arising under the Site Lease or PPA during a period commencing upon the end of the cure period provided to the "Seller" or "Tenant" as defined therein and in accordance with either to MPPS Agreement and/or the Lease and ending five (5) Business Days thereafter.

7. Attornment. Landlord agrees that, upon an event of default by Assignee under the Lease, provided that such defaults have been cured by Assignee or Investor has agreed to cure any such default(s) to the reasonable satisfaction of Customer in accordance with Section 6 of this Assignment, and Investor has given written notice to Customer of its intent to assume the rights and obligations of Assignee under the Lease, Customer shall formally amend the Lease in writing to recognize Investor or its successors or assigns as the successor "Tenant" thereunder. In the event that Investor shall succeed to the rights of Tenant under the Site Lease or PPA, then, at the request of Investor, Landlord agrees to attorn to and recognize Investor as the new lessee under the Site Lease or as System Owner under the PPA and the Parties shall promptly execute and deliver any written instruments to evidence such attornment.

8. Right to Enter Leased Premises. Landlord hereby authorizes Assignee, or its invitees, agents, and designees to enter on the Leased Premises, to enjoy the benefits of any appurtenant easements granted to "Tenant" in the Site Lease or PPA, and to inspect, take possession of, remove, or dispose of the Personal Property, provided however that, for so long as Landlord is not in default beyond any applicable cure period(s), any actions of the Assignee, Investor, its invitees, agents, and designees while on the Leased Premises shall in no way abridge the Landlord's right under Section 8.3(d) of the Site Lease and Section 14.1 of the PPA Confirmation Letter, nor shall those actions reduce the Fair Market Value of the Project below the Adjusted Prepayment Balance (as defined in the PPA Confirmation Letter). Furthermore, for so long as the Landlord is not in Default under the Site Lease or PPA, neither Assignee or Investor shall remove, render inoperative, or decrease the Fair Market Value of the System for the duration of the Lease.

9. Personal Property not a Fixture. Notwithstanding any term of the Site Lease or PPA or any amendments, modifications, extensions, or renewals thereof, or any contrary intent that may be expressed by Tenant, or that may otherwise be implied by law, and regardless of the manner of affixation, the Solar Project shall not be deemed a fixture or part of the real estate, but shall at all times be considered personal property of the Tenant.

10. Notice. In conjunction with the above assignment to Assignee, the contact information for such party shall be updated as follows in accordance with (a) Section 9.7 of the Lease and (b) the MPPS Cover Sheet. Notice shall now be given to:

Tenant/Assignee

CF Roseville Owner LLC
c/o Clean Focus Renewables, Inc.
150 Mathilda Place, Suite 206
Sunnyvale, CA 94086
Attention: Legal Department

With a courtesy copy to:

Investor

Renewable Energy Alternatives, LLC
P.O. Box 633 (Mailing address)
718 W. Business Hwy 60 (Physical address)
Dexter, MO 63841

With a copy to Investor's counsel:

Leslie Sha Law Office
9233 Ward Parkway, Suite 240
Kansas City, MO 64114

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Community Solar Assignment and Assumption Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No.

_____, adopted by the Council of the City of Roseville on the ____ day of _____, 20____, and Assignor and Assignee have all caused this Community Solar Assignment and Assumption Agreement to be properly executed.

ASSIGNEE:

CF Roseville Owner, LLC, a California limited liability company

By: _____

Name: STANLEY CHIN

Title: MANAGER

ASSIGNOR:

Clean Focus Renewables, Inc., a California corporation

By: _____

Name: STANLEY CHIN

Title: PRESIDENT : CEO

****[SIGNATURES CONTINUED ON
FOLLOWING PAGE]****

CUSTOMER:

CITY OF ROSEVILLE, a municipal
corporation:

By: _____
DOMINICK CASEY
City Manager

ATTEST:

By: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

By: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
MICHELLE BERTOLINO
Electric Utility Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Santa Clara }
 on December 11, 2018 before me, Matt Burnett, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Stanley Chin
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

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]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer – Title(s): _____ ☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General ☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator ☐ Trustee ☐ Guardian of Conservator

☐ Other: _____ ☐ Other: _____

Signer is Representing: _____ Signer is Representing: _____



COUNCIL COMMUNICATION

CC #: 9708
File #: 0800-03

Title: International Swaps and Derivatives Association's 2018 U.S. Resolution Stay Protocol

Contact: Petra Wallace 916-774-5510 pwallace@roseville.ca.us

Meeting Date: 12/19/2018
Item #: 6.22.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt a Resolution authorizing the City Manager (or his designee) to execute the International Swaps and Derivatives Association's ("ISDA") 2018 U.S. Resolution Stay Protocol ("Stay Protocol").

BACKGROUND

Roseville Electric uses financial swaps to hedge natural gas and electricity market price risk. Some of the master contracts that govern those financial swaps are with Global Systemically Important Banks (GSIBs), i.e., the banks designated as "too big to fail."

After the financial crisis of 2007-08, Congress passed the "Dodd-Frank Wall Street Reform and Consumer Protection Act." The Dodd-Frank Act was intended to improve accountability and transparency in the financial system and to protect consumers from abusive financial services practices. The Commodity Futures Trading Commission ("CFTC") is the federal government's entity that governs swap trading and is tasked with implementing the final rules under the Dodd-Frank Act.

As part of those rules, starting on January 1, 2019, all entities that enter into swaps or forward transactions with GSIBs are required to adhere to the Stay Protocol to continue to transact with them. The Stay Protocol requires the City, in the event of the default of a GSIB or its affiliate, to wait 48 hours before exercising its default rights to allow time for the orderly transfer of the bank's obligations to another entity. Since the City engages in financial swaps and forward transactions with GSIBs, staff is recommending the Council grant authority for the City Manager (or his designee) to execute the Stay Protocol.

The Stay Protocol is executed online and then is binding on all current and future contracts with GSIBs.

FISCAL IMPACT

The total cost of executing the Stay Protocol is a one-time fee of \$500 available in the Electric Operations budget for FY2018-19.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical changes in the environment (CEQA Guidelines §15061(B)(3)). The approval of International Swaps and Derivatives Association's 2018 U.S. Resolution Stay Protocol does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Petra Wallace, Electric Resource Analyst

Michelle Bertolino, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-517

ISDA 2018 U.S. Resolution Stay Protocol

RESOLUTION NO. 18-517

APPROVING THE INTERNATIONAL SWAPS AND DERIVATIVES ASSOCIATION 2018
U.S. RESOLUTION STAY PROTOCOL AGREEMENT AND AUTHORIZING THE CITY
MANAGER TO EXECUTE THE AGREEMENT, OR A SUBSTANTIALLY SIMILAR
AGREEMENT, ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Roseville Electric has used financial swaps to hedge natural gas and electricity market price risk and International Swaps and Derivatives Association (ISDA) master agreements are the primary contractual vehicle for entering into energy swaps; and

WHEREAS, some of the master contracts that govern those financial swaps are with Global Systemically Important Banks (GSIBs); and

WHEREAS, the Commodity Future Trading Commission (CFTC) governs swap trading and is tasked with implementation of the final rules under the Dodd-Frank Act; and

WHEREAS, as part of those rules, starting on January 1, 2019, all entities that do swaps or forward transactions with GSIBs are required to adhere to the 2018 U.S. Resolution Stay Protocol (Stay Protocol) to continue to transact with them; and

WHEREAS, since the City and Roseville Electric engage in financial swaps and forward transactions with GSIBs, staff is recommending that the City Council to grant authority for the City Manager (or his designee) to execute the Stay Protocol or any substantially similar agreement as determined by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that it hereby approves the ISDA 2018 U.S. Resolution Stay Protocol, or any substantially similar agreement as determined by the City Attorney, and authorizes the City Manager to enter into the ISDA 2018 U.S. Resolution Stay Protocol and to execute it on behalf of the City of Roseville, on a continuing and as-needed basis with the City's swap trading counterparties.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



International Swaps and Derivatives Association, Inc.

ISDA 2018 U.S. RESOLUTION STAY PROTOCOL

published on July 31, 2018
by the International Swaps and Derivatives Association, Inc.

The International Swaps and Derivatives Association, Inc. (**ISDA**) has published this ISDA 2018 U.S. Resolution Stay Protocol (this **Protocol**) to enable parties to Protocol Covered Agreements (as defined below) to amend the terms of each such Protocol Covered Agreement to contractually recognize the cross-border application of special resolution regimes applicable to certain financial companies and support the resolution of certain financial companies under the United States Bankruptcy Code.

Accordingly, a party may adhere to this Protocol and be bound by its terms by completing and delivering a letter substantially in the form of Exhibit 1 to this Protocol (an **Adherence Letter**) to ISDA, as agent, as described below (each such party, an **Adhering Party**).

1. Adherence to and Effectiveness of the Protocol

(a) If an Adhering Party is an Entity Subject to U.S. Regulations or has a branch or agency that is an Entity Subject to U.S. Regulations and identifies itself as a Regulated Entity in its Adherence Letter, it shall be a **Regulated Entity** for purposes of this Protocol.

(b) By adhering to this Protocol in the manner set forth in this paragraph 1, each Adhering Party agrees that (i) the terms of each Covered Agreement between such Adhering Party and any Regulated Entity or provided by one to the other and (ii) the terms of each Covered Credit Enhancement between such Adhering Party and any Regulated Entity or provided by one to the other will, in each case, be amended in accordance with the terms and subject to the conditions set forth in the Attachment hereto.

(c) Adherence to this Protocol will be evidenced by the execution and online delivery, in accordance with this paragraph, to ISDA, as agent, of an Adherence Letter (in accordance with subparagraphs 1(c)(i) through 1(c)(iii) below). ISDA shall have the right, in its sole and absolute discretion, upon thirty calendar days' notice on the "ISDA 2018 U.S. Resolution Stay Protocol" section of its website at www.isda.org (or by other suitable means), to designate a closing date of this Protocol (such closing date, the **Cut-off Date**). After the Cut-off Date, ISDA will not accept any further Adherence Letters to this Protocol.

(i) Each Adhering Party will access the Protocol Management section of the ISDA website at www.isda.org to enter information online that is required to generate its form of Adherence Letter. Each Adhering Party that is an Entity Subject to U.S. Regulations or has a branch or agency that is an Entity Subject to U.S. Regulations and that wishes to be treated as a Regulated Entity for purposes of this Protocol shall identify itself as a Regulated Entity in section 1 of its Adherence Letter. Either by directly downloading the populated Adherence Letter from the Protocol Management system or upon receipt via e-mail of the populated Adherence Letter, each Adhering Party will print, sign and upload the signed Adherence Letter as a PDF (portable document format) attachment into the Protocol Management system. Once the signed Adherence Letter has been approved and accepted by ISDA, such Adhering Party will receive an e-mail confirmation of the Adhering Party's adherence to the Protocol.

- (ii) A conformed copy of each Adherence Letter containing, in place of each signature, the printed or typewritten name of each signatory will be published by ISDA so that it may be viewed by all Adhering Parties. Each Adhering Party agrees that, for evidentiary purposes, a conformed copy of an Adherence Letter certified by the General Counsel (or other appropriate officer) of ISDA will be deemed to be an original.
- (iii) Each Adhering Party agrees that the determination of the date and time of acceptance of any Adherence Letter will be determined by ISDA in its absolute discretion.
- (d) As between an Adhering Party and a Regulated Entity (including, for the avoidance of doubt, any two Regulated Entities), the agreement to make the amendments contemplated by this Protocol, on the terms and conditions set forth in this Protocol, will be effective on the Implementation Date and the amendments shall be made on the later of (i) the Implementation Date and (ii) the Compliance Date.
- (i) The **Compliance Date** with respect to a Protocol Covered Agreement shall be determined as follows:—
- (A) if each party to such Protocol Covered Agreement is an Entity Subject to U.S. Regulations, 1 January 2019;
- (B) if each party to such Protocol Covered Agreement (other than the Entity Subject to U.S. Regulations) is a Financial Counterparty that is not an Entity Subject to U.S. Regulations, 1 July 2019; and
- (C) if a party to such Protocol Covered Agreement (other than the Entity Subject to U.S. Regulations) is not described in clause (A) or (B) or if, notwithstanding (B), a party to such Protocol Covered Agreement (other than the Entity Subject to U.S. Regulations) is a Small Financial Institution, 1 January 2020.
- (ii) The **Implementation Date** with respect to any Adhering Party and a Regulated Entity shall be the date of acceptance by ISDA, as agent, of an Adherence Letter (in accordance with paragraph 1(c) above) from the later of such two Adhering Parties to adhere. Acceptance by ISDA of a subsequent or revised Adherence Letter from either such Adhering Party will not have the effect of changing such Implementation Date.
- (e) This Protocol is intended for use without negotiation, but without prejudice to any amendment, modification or waiver in respect of a Protocol Covered Agreement that the parties may otherwise effect in accordance with the terms of that Protocol Covered Agreement.
- (i) In adhering to this Protocol, an Adhering Party may not specify additional provisions, conditions or limitations in its Adherence Letter.
- (ii) Any purported adherence that ISDA, as agent, determines in good faith is not in compliance with this Protocol will be void and ISDA will inform the relevant party of such fact as soon as reasonably possible after making such determination.
- (f) Each Adhering Party acknowledges and agrees that adherence to this Protocol is irrevocable, except that an Adhering Party may deliver to ISDA, as agent, a notice substantially in the form of Exhibit 2 to this Protocol that is effective (determined pursuant to paragraph 3(f) below) on any Protocol Business Day during the Annual Revocation Period (a **Revocation Notice**) to designate the next Annual

Revocation Date as the last date on which (i) any counterparty may adhere to this Protocol in respect of any Covered Agreement between the counterparty and such Adhering Party or (ii) any provider of credit support to, or recipient of credit support from, such Adhering Party pursuant to any Credit Enhancement may adhere to this Protocol with respect to such Credit Enhancement.

(i) Upon the effective designation of the next Annual Revocation Date by an Adhering Party, this Protocol will not amend any (A) Covered Agreement between that Adhering Party and an Adhering Party which adheres to this Protocol after that Annual Revocation Date occurs or (B) Credit Enhancement by that Adhering Party in favor of a party which adheres to this Protocol after that Annual Revocation Date occurs, or by such a party in favor of that Adhering Party, and such Covered Agreement or Credit Enhancement will not be a Protocol Covered Agreement. The foregoing is without prejudice to any amendment effected pursuant to this Protocol to any Protocol Covered Agreement between two Adhering Parties (or by one Adhering Party in favor of another Adhering Party) that each adhered to this Protocol on or before the day on which that Annual Revocation Date occurs or is deemed to occur, regardless of the date on which such Protocol Covered Agreement is entered into, and any such amendment shall be effective notwithstanding the occurrence or deemed occurrence of such Annual Revocation Date.

(ii) Each Revocation Notice must be delivered by the means specified in paragraph 3(f) of this Protocol below.

(iii) Each Adhering Party agrees that, for evidentiary purposes, a conformed copy of a Revocation Notice certified by the General Counsel or an appropriate officer of ISDA will be deemed to be an original.

(iv) Any purported revocation that ISDA, as agent, determines in good faith is not in compliance with this paragraph 1(f) will be void.

2. Representations and Undertakings

(a) As of the date on which an Adhering Party adheres to this Protocol in accordance with paragraph 1 above, such Adhering Party represents to each other Adhering Party with which it has entered into a Protocol Covered Agreement, or to which it has provided or from which it has received a Protocol Covered Agreement, each of the following matters:

(i) **Status.** It is, if relevant, duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing or, if it otherwise represents its status in or pursuant to the Protocol Covered Agreement, has such status.

(ii) **Powers.** It has the power to execute and deliver the Adherence Letter and to perform its obligations under the Adherence Letter and the Protocol Covered Agreement as amended by the Adherence Letter and this Protocol (including the Attachment hereto), and has taken all necessary action to authorize such execution, delivery and performance.

(iii) **No Violation or Conflict.** Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets.

(iv) **Consents.** All governmental and other consents that are required to have been obtained by it with respect to the Adherence Letter and the Protocol Covered Agreement, as amended by the Adherence Letter and this Protocol (including the Attachment hereto), have been obtained and are in full force and effect and all conditions of any such consents have been complied with.

(v) **Obligations Binding.** Its obligations under the Adherence Letter and the Protocol Covered Agreement, as amended by the Adherence Letter and this Protocol (including the Attachment hereto), constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

(vi) **Credit Support.** Its adherence to this Protocol and any amendment contemplated by this Protocol (other than any amendments affecting when rights in respect of a Credit Enhancement or Third Party Credit Enhancement may be exercised) will not, in and of itself, adversely affect the enforceability, effectiveness or validity of any obligations owed, whether by it or by any third party, under any Credit Enhancement or Third Party Credit Enhancement in respect of its obligations relating to the Protocol Covered Agreement as amended by the Adherence Letter and this Protocol (including the Attachment hereto).

(b) Each Adhering Party agrees with each other Adhering Party with which it has entered into a Protocol Covered Agreement, or to which it has provided a Protocol Covered Agreement that is a Covered Credit Enhancement, that each of the foregoing representations will be deemed, in the case of a Protocol Covered Agreement that is an ISDA Master Agreement, to be a representation for purposes of Section 5(a)(iv) and in the case of any other Protocol Covered Agreement, to be a representation for purposes of any analogous provisions of each such Protocol Covered Agreement, that is made by each Adhering Party as of the later of (A) the date on which such Adhering Party adheres to this Protocol in accordance with paragraph 1 above and (B) the date of such Protocol Covered Agreement.

(c) **Undertakings in respect of Covered Agreements and Credit Enhancements with Third Party Credit Enhancements.** With respect to Covered Agreements and Credit Enhancements with Third Party Credit Enhancements that expressly require the consent, approval, agreement, authorization or other action of a Third Party to be obtained, each Adhering Party whose obligations under such arrangements are secured, guaranteed or otherwise supported by such Third Party undertakes to each other Adhering Party with which it has entered into such arrangements that it has obtained the consent (including by way of paragraph 2(d) below), approval, agreement, authorization or other action of such Third Party and that it will, upon demand, deliver evidence of such consent, approval, agreement, authorization or other action to such other Adhering Party.

(d) **Deemed Third Party Consent.** Each Adhering Party which is also a Third Party in relation to a Third Party Credit Enhancement is hereby deemed to have consented to the amendments imposed by this Protocol on the Covered Agreement and/or Credit Enhancement supported by such Third Party Credit Enhancement.

3. Miscellaneous

(a) **Entire Agreement; Restatement; Survival.**

(i) This Protocol constitutes the entire agreement and understanding of the Adhering Parties with respect to its subject matter and supersedes all oral communication and prior writings (except as otherwise provided herein) with respect thereto. Each Adhering Party acknowledges

that in adhering to this Protocol it has not relied on any oral or written representation, warranty or other assurance (except as provided for or referred to elsewhere in this Protocol or in the Attachment) and waives all rights and remedies which might otherwise be available to it in respect thereof, except that nothing in this Protocol will limit or exclude any liability of an Adhering Party for fraud.

(ii) Except for any amendment deemed to be made pursuant to this Protocol in respect of any Protocol Covered Agreement, all terms and conditions of each Protocol Covered Agreement will continue in full force and effect in accordance with its provisions as in effect immediately prior to the date on which it first becomes subject to this Protocol. Except as explicitly stated in this Protocol, nothing herein shall constitute a waiver or release of any rights of any Adhering Party under any Protocol Covered Agreement to which such Adhering Party is a party or a provider or recipient of credit support. This Protocol will, with respect to its subject matter, survive, and any amendments deemed to be made pursuant to this Protocol will form a part of each Protocol Covered Agreement between the Adhering Parties, notwithstanding any statements in a Protocol Covered Agreement to the effect that such Protocol Covered Agreement constitutes the entire agreement and understanding between the parties to such Protocol Covered Agreement with respect to the subject of such Protocol Covered Agreement.

(b) **Exclusion of Agreements.** Notwithstanding anything in Section 1(b) hereof, with respect to any agreement between Adhering Parties, if the parties to such agreement have expressly stated in such agreement or otherwise agreed in writing that this Protocol shall not apply then such agreement shall not be a Protocol Covered Agreement.

(c) **Amendments.** An amendment, modification or waiver in respect of the matters contemplated by this Protocol will only be effective in respect of a Protocol Covered Agreement if made in accordance with the terms of the Protocol Covered Agreement and then only with effect between the parties to that Protocol Covered Agreement (and will only be effective to amend or override the provisions set forth in this Protocol and the Attachment if it expressly refers in writing to this paragraph 3(c) of this Protocol).

(d) **Headings.** The headings used in this Protocol and any Adherence Letter are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Protocol or any Adherence Letter.

(e) **Governing Law.** This Protocol and each Adherence Letter will, as between two Adhering Parties and in respect of each Protocol Covered Agreement between them or provided by one of them to the other, be governed by and construed in accordance with the law of the State of New York, without reference to choice of law doctrine, provided that the amendments to each Protocol Covered Agreement shall be governed by and construed in accordance with the law specified to govern that Protocol Covered Agreement and otherwise in accordance with the applicable choice of law doctrine.

(f) **Notices.** Any Revocation Notice must be in writing and delivered as a locked PDF (portable document format) attachment to an email to ISDA at isda@isda.org and will be deemed effectively delivered on the date it is delivered unless on the date of that delivery ISDA's London office is closed or that communication is delivered after 5:00 p.m., London time, in which case that communication will be deemed effectively delivered on the next day ISDA's London office is open.

(g) **Ability of an Agent to Adhere to the Protocol on Behalf of a Client.**

(i) An Agent may adhere to this Protocol:

(A) on behalf of all Clients listed in each Protocol Covered Agreement (or other agreement which deems a Protocol Covered Agreement to have been created) between such Agent (as agent) and each Regulated Entity, provided by such Agent (as agent) to each Regulated Entity or received by such Agent (as agent) from each Regulated Entity (in which case such Agent need not identify each Client through an online platform available generally to the industry, including, for example, the ISDA Amend platform provided by IHS Markit); or

(B) on behalf of each Client represented by such Agent that is specifically named or identified through an online platform available generally to the industry, including, for example, the ISDA Amend platform provided by IHS Markit; or

(C) on behalf of all Clients listed in each Protocol Covered Agreement (or other agreement which deems a Protocol Covered Agreement to have been created) between such Agent (as agent) and each Regulated Entity, provided by such Agent (as agent) to each Regulated Entity or received by such Agent (as agent) from each Regulated Entity, except any Client that such Agent specifically names or identifies as excluded from adherence through an online platform available generally to the industry, including, for example, the ISDA Amend platform provided by IHS Markit; or

(D) solely for the purpose of amending one or more Agent Protocol Covered Agreements entered into with, provided by or received from Regulated Entities on behalf of principals that are not Clients at the time of such adherence and to which New Clients may be added pursuant to paragraph 3(h), in which case the Agent may adhere but not identify any Clients at the time of such adherence;

provided, in each case, that such adherence shall only be effective with respect to Protocol Covered Agreements entered into, provided to or received by such Agent on behalf of any such Client and only to designate any such Client as an Adhering Party but not a Regulated Entity.

(ii) Where an Agent adheres to this Protocol on behalf of a Client by executing and delivering an Adherence Letter on behalf of such Client in accordance with paragraph 1 and this paragraph 3(g), references to the Adhering Party for purposes of this Protocol (including the Attachment hereto) and the Adherence Letter shall be interpreted to refer to such Client.

(h) **Clients Added to an Agent Protocol Covered Agreement after the Implementation Date.** In respect of any Client added to an Agent Protocol Covered Agreement between an Agent and a Regulated Entity, or provided or received by the Agent to or from such Regulated Entity, after the Implementation Date (a **New Client**), the Agent and such Regulated Entity agree that the terms of such Agent Protocol Covered Agreement as between such Regulated Entity and any New Client will be subject to the amendments effected by this Protocol, unless otherwise agreed between such Agent and such Regulated Entity.

(i) **Adhering Party that is an Agent with respect to a Protocol Covered Agreement.** An Adhering Party that executes a Protocol Covered Agreement (including an annex thereto) as agent with respect to that Protocol Covered Agreement, shall not for purposes of this Protocol be considered to be a party to or to have entered into such Protocol Covered Agreement solely by acting as agent with respect to that Protocol Covered Agreement.

(j) **Agent Representation.** If an Agent adheres to this Protocol on behalf of one or more Clients pursuant to paragraph 3(g)(i)(B), 3(g)(i)(C) or 3(g)(i)(D) or adds New Clients pursuant to paragraph 3(h),

it must communicate the identity of each such Client to each Regulated Entity with, to or from which the Agent has entered into, provided or received one or more Protocol Covered Agreements on behalf of such Client. When an Agent communicates the identity of a Client to a Regulated Entity in accordance with paragraph 3(g) and this paragraph 3(j), it is deemed to represent to such Regulated Entity that the Agent has communicated the identity of the Client to each other Regulated Entity with, to or from which the Agent has entered into, provided or received one or more Protocol Covered Agreements on behalf of such Client.

4. Definitions

References in this Protocol and the Attachment to the following terms shall have the following meanings:

Adherence Letter has the definition given to such term in the introductory paragraphs hereof.

Adhering Party has the definition given to such term in the introductory paragraphs hereof.

Agent means an entity that enters into, or provides or receives the benefit of, a Protocol Covered Agreement and executes and delivers an Adherence Letter with respect to this Protocol on behalf of, and as agent for, one or more clients, investors, funds, accounts and/or other principals. With respect to paragraph 3(h), Agent also means an entity that enters into, or provides or receives the benefit of, a Protocol Covered Agreement and executes and delivers an Adherence Letter pursuant to subparagraph 3(g)(i)(D) solely for purposes of amending such agreements to which New Clients may be added under paragraph 3(h).

Agent Covered Credit Enhancement means any Credit Enhancement that is an In-Scope QFC that is entered into between, or provided by or to, an Agent, in each case on behalf of or for the benefit of a Client, with, to or from a Regulated Entity prior to the date of receipt by ISDA of an Adherence Letter from the later of such Regulated Entity or such Agent, provided that an Excluded Agreement shall not be an Agent Covered Credit Enhancement.

Agent Covered Agreement means any In-scope QFC other than an Excluded Agreement or a Credit Enhancement that is signed by an Agent and a Regulated Entity prior to the date of receipt by ISDA of an Adherence Letter from the later of such Regulated Entity or such Agent.

Agent Protocol Covered Agreement means an Agent Covered Credit Enhancement or an Agent Covered Agreement.

Annual Revocation Date means, with respect to each calendar year, December 31 of such calendar year. If December 31 in any calendar year is not a day on which ISDA's London office is open, the Annual Revocation Date with respect to such calendar year will be deemed to occur on the next day that ISDA's London office is open.

Annual Revocation Period means the period between October 1 and October 31 of any calendar year.

BHCA Affiliate has the meaning given to the term "affiliate":—

- (a) with respect to a Covered Bank, in the OCC Regulation; or
- (b) with respect to a Covered Entity, in the FRB Regulation; or
- (c) with respect to a Covered FSI, in the FDIC Regulation,

and shall be interpreted in accordance with such regulation.

CCP has the meaning given to the term “central counterparty (CCP)” in the FRB Regulation.

Client means a client, investor, fund, account and/or other principal on whose behalf an Agent acts.

Compliance Date has the meaning given to such term in subparagraph 1(d)(i).

Covered Affiliate Credit Enhancement means a Covered Credit Enhancement to which a Covered Bank, Covered Entity or Covered FSI is the obligor.

Covered Agreement means, with respect to an Adhering Party and a Regulated Entity, subject to an Adhering Party’s right to deliver a Revocation Notice pursuant to paragraph 1(f) above:—

(a) an In-scope QFC, other than a Credit Enhancement, between such Adhering Party and such Regulated Entity, provided by such Regulated Entity to such Adhering Party or provided by such Adhering Party to such Regulated Entity, in each case, entered into by the Adhering Parties on or prior to the Implementation Date (and including all outstanding transactions thereunder);

(b) an In-scope QFC, other than a Credit Enhancement, that is an ISDA Master Agreement entered into at any time after the Implementation Date and prior to the Cut-off Date by execution by such Adhering Party and such Regulated Entity of a confirmation pursuant to which such Adhering Party and such Regulated Entity are deemed to have entered into such ISDA Master Agreement until such time as an ISDA Master Agreement has been executed by such Adhering Party and such Regulated Entity, provided that if:

(i) any consent, approval, agreement, authorization or other action of any Third Party is expressly required, under the terms of a Third Party Credit Enhancement or such ISDA Master Agreement, to amend or otherwise modify such ISDA Master Agreement; or

(ii) such Third Party Credit Enhancement or such ISDA Master Agreement includes express terms to the effect that any amendment or modification of such ISDA Master Agreement without the consent, approval, agreement, authorization or other action of any such Third Party would void, impair or otherwise adversely affect existing or future obligations owed under such Third Party Credit Enhancement; or

(iii) such ISDA Master Agreement, if amended or modified in accordance with this Protocol without the consent, approval, agreement, authorization or other action of any such Third Party would void, impair or otherwise adversely affect existing or future obligations owed under such Third Party Credit Enhancement,

then such ISDA Master Agreement shall not be a Covered Agreement unless such consent, approval, agreement, authorization or other action has been obtained or is deemed to have been given under paragraph 2(d) above; and

(c) an Agent Covered Agreement signed by the Agent and the Regulated Entity prior to adherence by both the Regulated Entity and the Agent on behalf of the relevant Client (and including all outstanding transactions thereunder and outstanding Credit Enhancements entered into in connection therewith),

provided that an Excluded Agreement shall not be a Covered Agreement.

Covered Bank has the meaning given to the term “covered bank” in the OCC Regulation and shall be interpreted in accordance with such regulation.

Covered Credit Enhancement means, subject to an Adhering Party’s right to deliver a Revocation Notice pursuant to paragraph 1(f) above any (a) Credit Enhancement that is an In-Scope QFC executed by two Adhering Parties or entered into by such Adhering Parties on or prior to the Implementation Date or (b) Credit Enhancement that is an In-Scope QFC executed by an Adhering Party and provided to another Adhering Party on or prior to the Implementation Date, or in the case of an Agent Covered Credit Enhancement, executed by the Agent and an Adhering Party, or by the Agent and provided to an Adhering Party or by an Adhering Party and provided to the Agent, prior to adherence by both the Adhering Party and the Agent on behalf of the relevant Client provided that if:—

(a) any consent, approval, agreement, authorization or other action of a Third Party is expressly required under the terms of such Credit Enhancement or a Third Party Credit Enhancement, to amend or otherwise modify such Credit Enhancement; or

(b) such Credit Enhancement or a Third Party Credit Enhancement includes express terms to the effect that any amendment or modification of such Credit Enhancement without the consent, approval, agreement, authorization or other action of a Third Party would void, impair or otherwise adversely affect existing or future obligations owed under such Credit Enhancement or such Third Party Credit Enhancement; or

(c) such Credit Enhancement, if amended or modified in accordance with this Protocol without the consent, approval, agreement, authorization or other action of a Third Party would void, impair or otherwise adversely affect existing or future obligations owed under a Third Party Credit Enhancement,

then such Credit Enhancement shall not be a Covered Credit Enhancement unless such consent, approval, agreement, authorization or other action has been obtained or is deemed to have been given under paragraph 2(d) above, provided further that an Excluded Agreement shall not be a Covered Credit Enhancement.

Covered Entity has the meaning given to the term “covered entity” in the FRB Regulation and shall be interpreted in accordance with such regulation.

Covered FSI has the meaning given to the term “covered FSI” in the FDIC Regulation and shall be interpreted in accordance with such regulation.

Credit Enhancement has the meaning specified for such term in the Attachment hereto.

Credit Support Document means, in respect of an Adhering Party and a Protocol Covered Agreement, any document in effect on the Implementation Date, which by its terms secures, guarantees or otherwise supports such Adhering Party’s obligations under such Protocol Covered Agreement from time to time, whether or not such document is specified as such therein or in the Protocol Covered Agreement.

Cut-off Date has the meaning given to such term in subparagraph 1(c).

Default Right has the meaning given to such term in the Attachment.

Entity Subject to U.S. Regulations means a Covered Bank, Covered Entity or Covered FSI.

Excluded Agreement means any:—

- (a) In-scope QFC to which (1) a CCP is a party or (2) each party (other than the Entity Subject to U.S. Regulations) is an FMU;
- (b) Excluded Foreign Bank Agreement;
- (c) Excluded Investment Advisory Contract; and
- (d) Excluded Warrant.

Excluded Foreign Bank Agreement means a Foreign Bank Agreement that does not permit agreements or transactions to be booked at:—

- (a) with respect to a Covered Bank, a “Federal branch” or “Federal agency,” each of which has the meaning given to such term in the OCC Regulation; or
- (b) with respect to a Covered Entity, a “U.S. branch” or “U.S. agency,” each of which has the meaning given to such term in the FRB Regulation.

Excluded Investment Advisory Contract means any contract or agreement:—

- (a) with respect to a Covered Bank, described in section 47.8(c)(1) of the OCC Regulation; or
- (b) with respect to a Covered Entity, described in section 252.88(c)(1) of the FRB Regulation; or
- (c) with respect to a Covered FSI, described in section 382.7(c)(1) of the FDIC Regulation.

Excluded Warrant means any warrant:—

- (a) with respect to a Covered Bank, described in section 47.8(c)(2) of the OCC Regulation; or
- (b) with respect to a Covered Entity, described in section 252.88(c)(2) of the FRB Regulation; or
- (c) with respect to a Covered FSI, described in section 382.7(c)(2) of the FDIC Regulation.

FDIC Regulation means 12 C.F.R. §§ 382.1-7.

Financial Counterparty has the meaning given to the term “financial counterparty” in the FRB Regulation.

FMU has the meaning given to the term “financial market utility (FMU)” in the FRB Regulation.

Foreign Bank means an entity that is not organized under the laws of the United States of America or of a State that has:—

- (a) a “Federal branch” or “Federal agency,” each of which has the meaning given to such term in the OCC Regulation, that is a Covered Bank; or
- (b) a “U.S. branch” or “U.S. agency,” each of which has the meaning given to such term in the FRB Regulation, that is a Covered Entity.

Foreign Bank Agreement means an In-scope QFC that is between:—

- (a) (i) Foreign Bank; or
- (ii) a branch or agency (including a non-U.S. branch or agency) of a Foreign Bank; and
- (b) an Adhering Party that is not an Entity Subject to U.S. Regulations.

FRB Regulation means 12 C.F.R. §§ 252.2, 252.81-88.

Implementation Date has the meaning given to such term in subparagraph 1(d)(ii).

In-scope QFC means a Qualified Financial Contract that explicitly:—

- (a) restricts the transfer of a Qualified Financial Contract (or any interest or obligation in or under, or any property securing, the Qualified Financial Contract) from an Entity Subject to U.S. Regulations; or
- (b) provides one or more Default Rights with respect to a Qualified Financial Contract that may be exercised against an Entity Subject to U.S. Regulations.

ISDA Master Agreement means a 2002 ISDA Master Agreement, 1992 ISDA Master Agreement (Multicurrency – Cross Border), 1992 ISDA Master Agreement (Local Currency – Single Jurisdiction), 1987 ISDA Interest Rate and Currency Exchange Agreement or 1987 ISDA Interest Rate Swap Agreement, in each case as published by ISDA, in each case, including any Credit Support Annex (as defined or specified therein) forming a part thereof.

New Client has the meaning given to such term in subparagraph 3(h).

OCC Regulation means 12 C.F.R. §§ 47.1-8.

Protocol has the meaning given to such term in the introductory paragraphs hereof.

Protocol Business Day means a day on which commercial banks and foreign exchange markets are generally open to settle payments in both London and New York.

Protocol Covered Agreement means a Covered Agreement or a Covered Credit Enhancement.

Qualified Financial Contract has the same meaning as in section 210(c)(8)(D) of Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (12 U.S.C. § 5390(c)(8)(D)).

Regulated Entity has the meaning given to such term in subparagraph 1(a).

Revocation Notice has the meaning given to such term in subparagraph 1(f).

Section 1 Excluded Agreement means a Protocol Covered Agreement:—

- (a) that designates the U.S. Special Resolution Regime – FDIA and U.S. Special Resolution Regime – OLA as part of the law governing the Protocol Covered Agreement by:
 - (i) explicitly providing that the Protocol Covered Agreement is governed by the laws of the United States of America or a State; and
 - (ii) not explicitly providing that one or both of the U.S. Special Resolution Regime – FDIA and U.S. Special Resolution Regime – OLA, or a broader set of laws that includes the U.S.

Special Resolution Regime – FDIA or U.S. Special Resolution Regime – OLA, is excluded from the laws governing the Protocol Covered Agreement; and

(b) where each party to such Protocol Covered Agreement other than the Entity Subject to U.S. Regulations is:

- (i) an individual that is domiciled in the United States of America, including in any State; or
- (ii) a company that is incorporated in or organized under the laws of the United States of America or any State; or
- (iii) a company the principal place of business of which is located in the United States of America, including any State; or
- (iv) with respect to a Protocol Covered Agreement that is entered into with or provided to or by a Covered Bank, a “U.S. branch” or “U.S. agency,” each of which has the meaning given to such term in the OCC Regulation; or
- (v) with respect to a Protocol Covered Agreement that is entered into with or provided to or by a Covered Entity, a “U.S. branch” or “U.S. agency,” each of which has the meaning given to such term in the FRB Regulation; or
- (vi) with respect to a Protocol Covered Agreement that is entered into with or provided to or by a Covered FSI, a “U.S. branch” or “U.S. agency,” each of which has the meaning given to such term in the FDIC Regulation.

Section 2 Excluded Agreement means a Protocol Covered Agreement that:—

- (a) does not explicitly provide any Default Right with respect to the Protocol Covered Agreement that is related, directly or indirectly, to a BHCA Affiliate of the Entity Subject to U.S. Regulations becoming subject to a receivership, insolvency, liquidation, resolution, or similar proceeding; and
- (b) does not explicitly prohibit the transfer of a Covered Affiliate Credit Enhancement, any interest or obligation in or under the Covered Affiliate Credit Enhancement, or any property securing the Covered Affiliate Credit Enhancement to a transferee upon or following a BHCA Affiliate of the Entity Subject to U.S. Regulations becoming subject to a receivership, insolvency, liquidation, resolution, or similar proceeding, or would prohibit such a transfer only if the transfer would result in the supported party being the beneficiary of the Covered Affiliate Credit Enhancement in violation of any law applicable to the supported party.

Small Financial Institution has the meaning given to the term “small financial institution” in the FRB Regulation.

State means any state, commonwealth, territory, or possession of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, or the United States Virgin Islands.

Third Party means, in relation to an agreement supported by a Third Party Credit Enhancement, any party to such Third Party Credit Enhancement other than either of the Adhering Parties which are parties to the agreement.

Third Party Credit Enhancement means, with respect to an Adhering Party and a Protocol Covered Agreement, any Credit Support Document which is executed by one or more Third Parties (whether or not an Adhering Party is a party thereto), whether or not such document is specified as a Third Party Credit Enhancement or as a Credit Support Document therein or in the Protocol Covered Agreement.

U.S. Special Resolution Regime – FDIA has the meaning given to such term in the Attachment.

U.S. Special Resolution Regime – OLA has the meaning given to such term in the Attachment.

EXHIBIT 1

to the ISDA 2018 U.S. RESOLUTION STAY PROTOCOL

Form of Adherence Letter

[Letterhead of Adhering Party]

[Date]

International Swaps and Derivatives Association, Inc.

Ladies and Gentlemen,

ISDA 2018 U.S. RESOLUTION STAY PROTOCOL

The purpose of this letter is to confirm our adherence to the ISDA 2018 U.S. Resolution Stay Protocol as published by the International Swaps and Derivatives Association, Inc. (**ISDA**) on July 31, 2018 (the **Protocol**). By submitting this Adherence Letter, we confirm that we are an **Adhering Party** to the Protocol. This letter constitutes, as between each other Adhering Party and us, an Adherence Letter as referred to in the Protocol. The definitions and provisions contained in the Protocol are incorporated into this Adherence Letter, which will supplement and form part of each Covered Agreement and Covered Credit Enhancement between us and each other Adhering Party, by us in favor of each other Adhering Party or in favor of us by each other Adhering Party.

1. Regulated Entity Identification

☐ Regulated Entity.

By checking this box we acknowledge and agree that for purposes of this Protocol, we are: (1) an Adhering Party and (2) an Entity Subject to U.S. Regulations or have a branch or agency that is an Entity Subject to U.S. Regulations and wish to be treated as a Regulated Entity for purposes of this Protocol.

We acknowledge and agree that for each Protocol Covered Agreement between us and each other Regulated Entity, by us in favor of each other Regulated Entity or in favor of us by each other Regulated Entity, Sections 2 and 3 of this Adherence Letter, and the Protocol, shall apply to us both as an Adhering Party and as a Regulated Entity (with each other Regulated Entity treated as an Adhering Party with respect to us).

2. Adhering Party Specified Terms

As an Adhering Party for purposes of this Protocol, as between each Regulated Entity and us, we acknowledge and agree that the amendments in the Attachment to the Protocol shall apply to each Protocol Covered Agreement to which we are a party, or with respect to which we receive or provide credit support, in accordance with the terms of the Protocol and this Adherence Letter. We understand that the terms of this Protocol apply to both Covered Agreements and Covered Credit Enhancements between us and each Regulated Entity, by us in favor of each Regulated Entity or in favor of us by each Regulated Entity.

3. Regulated Entity Specified Terms

As a Regulated Entity for purposes of this Protocol, as between each Adhering Party and us, we acknowledge and agree that the amendments in the Attachment to the Protocol shall apply to each Protocol Covered Agreement to which we are a party, or with respect to which we receive or provide credit support, in accordance with the terms of the Protocol and this Adherence Letter. We understand that the terms of this Protocol apply to both Covered Agreements and Covered Credit Enhancements between us and each Adhering Party, by us in favor of each Adhering Party or in favor of us by each Adhering Party.

4. Appointment as Agent and Release

We hereby appoint ISDA as our agent for the limited purposes of the Protocol and accordingly we waive any rights and hereby release ISDA from any claims, actions or causes of action whatsoever (whether in contract, tort or otherwise) arising out of or in any way relating to this Adherence Letter or our adherence to the Protocol or any actions contemplated as being required by ISDA.

5. Payment

Each Adhering Party must submit a one-time fee of U.S. \$500 to ISDA at or before the submission of this Adherence Letter.

6. Contact Details

Our contact details for purposes of this Adherence Letter are:

Name:

Address:

Telephone:

Fax:

E-mail:

We consent to the publication of a conformed copy of this letter by ISDA and to the disclosure by ISDA of the contents of this letter.

Yours faithfully,

[ADHERING PARTY]¹

¹ Specify legal name of Adhering Party.

If you are an Agent and act on behalf of multiple Clients, you may sign the Adherence Letter using one of the options below.

First, if you have the authority to adhere to this Protocol as Agent on behalf of all Clients, you may indicate the following in the signature block: “acting on behalf of each fund, account or other principal (each, a “Client”) listed in each Protocol Covered Agreement (or other agreement which deems a Protocol Covered Agreement to have been created) between it (as agent) and each Regulated Entity, provided by it (as agent) to each Regulated Entity or received by it (as agent) from each Regulated Entity and any New Clients added to each such Protocol Covered Agreement in the future” or such other language that indicates the Clients to which this letter is applicable. If such a signature block is used, a separate Adherence Letter for

By:

Name:
Title:
Signature:

each Client does not need to be submitted to ISDA and no specific names of Clients must be identified through an online platform available generally to the industry, including, for example, the ISDA Amend platform provided by IHS Markit.

Second, if you have the authority to adhere to this Protocol as Agent on behalf of Clients, you may indicate the following in the signature block: “acting on behalf of each fund, account or other principal (each, a “Client”) (a) identified through an online platform available generally to the industry, including, for example, the ISDA Amend platform provided by IHS Markit, in each case, with respect to each Protocol Covered Agreement (or other agreement which deems a Protocol Covered Agreement to have been created) between it (as agent) and each Regulated Entity, provided by it (as agent) to each Regulated Entity or received by it (as agent) from each Regulated Entity or (b) identified as New Clients in the future.” You will be responsible for identifying the relevant Clients on whose behalf you are adhering. If you cannot or do not wish to name such Clients, then provided that you can identify the adhering Clients by way of specific identifiers which will be known and recognized by all Regulated Entities with, to and from which the relevant Clients have entered into, provided and received Protocol Covered Agreements, you may identify such Clients using specific identifiers and without including any names. If you are able to do so, you may, if you wish, identify Clients by using both names and specific identifiers but this is optional provided you supply, at least, either names or specific identifiers. Choosing not to provide both does not affect the legal validity and binding nature of this Protocol.

Third, if you adhere to this Protocol as an agent on behalf of no current Clients, you may indicate the following in the signature block: “acting to amend each Protocol Covered Agreement (or other agreement which deems a Protocol Covered Agreement to have been created) between it (as agent) and each Regulated Entity, provided by it (as agent) to each Regulated Entity or received by it (as agent) from each Regulated Entity with respect to New Clients to be identified in the future.”

EXHIBIT 2

to the ISDA 2018 U.S. RESOLUTION STAY PROTOCOL

Form of Revocation Notice

[Letterhead of Adhering Party]

[Date]

International Swaps and Derivatives Association, Inc.

Send to: isda@isda.org

Ladies and Gentlemen,

ISDA 2018 U.S. RESOLUTION STAY PROTOCOL – Designation of Annual Revocation Date

The purpose of this letter is to notify you that we wish to designate this year's Annual Revocation Date as the last date on which any party may adhere to the ISDA 2018 U.S. Resolution Stay Protocol as published by the International Swaps and Derivatives Association, Inc. (**ISDA**) on July 31, 2018 (the **Protocol**) in respect of any Protocol Covered Agreement between us, or provided by us in favor of such party or by such party in favor of us.

This letter constitutes a Revocation Notice as referred to in the Protocol.

We consent to the publication of the conformed copy of this notice by ISDA on and after the Annual Revocation Date and to the disclosure by ISDA of the contents of this letter.

Yours faithfully,

[ADHERING PARTY]²

² Specify legal name of Adhering Party.

If you are an Agent and act on behalf of multiple Clients, you may sign a Revocation Notice using one of the options below. Alternatively, you may submit one Revocation Notice per Client.

First, if you have the authority to deliver a Revocation Notice for this Protocol as Agent on behalf of all Clients, you may indicate the following in the signature block: “acting on behalf of each fund, account or other principal (each, a “Client”) listed in each Protocol Covered Agreement (or other agreement which deems a Protocol Covered Agreement to have been created) between it (as agent) and each Regulated Entity, provided by it (as agent) to each Regulated Entity or received by it (as agent) from each Regulated Entity” or such other language that indicates the Clients to which this letter is applicable. If such a signature block is used, a separate Revocation Notice for each Client does not need to be submitted to ISDA and no specific names of Clients must be identified through an online platform available generally to the industry, including, for example, the ISDA Amend platform provided by IHS Markit.

Second, if you have the authority to deliver a Revocation Notice for this Protocol as Agent on behalf of Clients, you may indicate the following in the signature block: “acting on behalf of each fund, account or

By:

Name:
Title:
Signature:

other principal (each, a “Client”) (a) identified through an online platform available generally to the industry, including, for example, the ISDA Amend platform provided by IHS Markit, in each case, with respect to each Protocol Covered Agreement (or other agreement which deems a Protocol Covered Agreement to have been created) between it (as agent) and each Regulated Entity, provided by it (as agent) to each Regulated Entity or received by it (as agent) from each Regulated Entity.” If you cannot or do not wish to name such Clients, then provided that you can identify the revoking Clients by way of specific identifiers which will be known and recognized by all Regulated Entities with, to and from which the relevant Clients have entered into, provided and received Protocol Covered Agreements, you may identify such Clients using specific identifiers and without including any names.

ATTACHMENT
to the ISDA 2018 U.S. RESOLUTION STAY PROTOCOL

Each Protocol Covered Agreement shall be modified as follows.

The following text shall be added to the Protocol Covered Agreement:

1. Exercise of Default Rights upon Resolution

(a) ***Scope of Application.*** The terms of this Section 1 shall not apply to any Protocol Covered Agreement that is a Section 1 Excluded Agreement.

(b) ***Opt-in to Identified Regimes.***

(i) ***Counterparty in Resolution.*** If a Regulated Entity party to a Covered Agreement becomes subject to Resolution under an Identified Regime (a “**Party in Resolution**”):—

(A) ***Exercise of Default Rights in Respect of a Covered Agreement.*** Notwithstanding any provision of the Covered Agreement, or any other agreement, the other Adhering Party to the Covered Agreement (the “**Section 1(b)(i) Stayed Party**”) shall be entitled to exercise Default Rights in respect of the Covered Agreement only to the same extent that it would be entitled to do so under such Identified Regime in respect of an Equivalent Agreement;

(B) ***Exercise of Default Rights by the Section 1(b)(i) Stayed Party in Respect of a Covered Credit Enhancement.*** Notwithstanding any provision of a Covered Credit Enhancement entered into between the parties to the Covered Agreement, a Covered Credit Enhancement in respect of the Covered Agreement entered into between the Section 1(b)(i) Stayed Party and a Related Entity (that is an Adhering Party) of the Party in Resolution or a Covered Credit Enhancement in respect of the Covered Agreement provided to the Section 1(b)(i) Stayed Party by the Party in Resolution or a Related Entity (that is an Adhering Party) of the Party in Resolution, or any other agreement, the Section 1(b)(i) Stayed Party shall be entitled to exercise Default Rights in respect of the Covered Credit Enhancement only to the same extent that it would be entitled to do so under such Identified Regime in respect of an Equivalent Credit Enhancement;

(C) ***Exercise of Default Rights by a Related Entity of the Section 1(b)(i) Stayed Party in Respect of a Covered Credit Enhancement.*** Notwithstanding any provision of a Covered Credit Enhancement entered into between a Related Entity (that is an Adhering Party) of the Section 1(b)(i) Stayed Party and the Party in Resolution, or provided by the Related Entity (that is an Adhering Party) of the Section 1(b)(i) Stayed Party to the Party in Resolution, or any other agreement, the Related Entity shall be entitled to exercise Default Rights in respect of the Covered Credit Enhancement only to the same extent that it would be entitled to do so under such Identified Regime in respect of an Equivalent Credit Enhancement.

(D) ***Transfers of a Covered Agreement.*** A transfer, pursuant to such Identified Regime, of the Covered Agreement (and any interest and obligation in or under, and any property securing, the Covered Agreement) to a successor of the Party in Resolution shall be effective to the same extent that a transfer of an Equivalent Agreement (and any interest and obligation in or under, and any property securing, the Equivalent Agreement)

would be effective pursuant to such Identified Regime, notwithstanding any provision of the Covered Agreement, or any other agreement, purporting to prohibit, condition or void such a transfer;

(E) *Transfers of a Covered Credit Enhancement.* A transfer, pursuant to such Identified Regime, of a Covered Credit Enhancement (and any interest and obligation in or under, and any property securing, the Covered Credit Enhancement) entered into between the parties to the Covered Agreement, or provided by a party to the Covered Agreement in respect of the Covered Agreement, to a successor of the Party in Resolution shall be effective to the same extent that a transfer of an Equivalent Credit Enhancement (and any interest and obligation in or under, and any property securing, the Equivalent Credit Enhancement) would be effective pursuant to such Identified Regime, notwithstanding any provision of the Covered Credit Enhancement, or any other agreement, purporting to prohibit, condition or void such a transfer; and

(F) *Transfers of a Related Entity Covered Credit Enhancement.* A transfer, pursuant to such Identified Regime, of a Covered Credit Enhancement (and any interest and obligation in or under, and property securing, the Covered Credit Enhancement) entered into between a Related Entity (that is an Adhering Party) of the Section 1(b)(i) Stayed Party and the Party in Resolution, or provided by the Related Entity (that is an Adhering Party) of the Section 1(b)(i) Stayed Party in respect of the Covered Agreement, to a successor of the Party in Resolution shall be effective to the same extent that a transfer of an Equivalent Credit Enhancement (and any interest and obligation in or under, and any property securing, the Equivalent Credit Enhancement) would be effective pursuant to such Identified Regime, notwithstanding any provision of the Covered Credit Enhancement, or any other agreement, purporting to prohibit, condition or void such a transfer.

(ii) *Related Entity in Resolution.* If a Related Entity of a Regulated Entity becomes subject to Resolution under an Identified Regime (a “**Related Entity in Resolution**”):—

(A) *Exercise of Default Rights in Respect of a Covered Agreement.* Notwithstanding any provision of the Covered Agreement, or any other agreement, the other Adhering Party to a Covered Agreement (the “**Section 1(b)(ii) Stayed Party**”) shall be entitled to exercise Default Rights in respect of the Covered Agreement only to the same extent that it would be entitled to do so under such Identified Regime in respect of an Equivalent Agreement;

(B) *Exercise of Default Rights in Respect of a Covered Credit Enhancement.*

(I) Notwithstanding any provision of a Covered Credit Enhancement between the parties to the Covered Agreement, or provided to the Section 1(b)(ii) Stayed Party in respect of the Covered Agreement, or any other agreement, the Section 1(b)(ii) Stayed Party shall be entitled to exercise Default Rights in respect of the Covered Credit Enhancement only to the same extent that it would be entitled to do so under such Identified Regime in respect of an Equivalent Credit Enhancement;

(II) Notwithstanding any provision of a Covered Credit Enhancement entered into between the Related Entity in Resolution (that is an Adhering Party) or another Related Entity (that is an Adhering Party) of such Regulated Entity party

to the Covered Agreement and the Section 1(b)(ii) Stayed Party, or provided by the Related Entity in Resolution (that is an Adhering Party) or such other Related Entity (that is an Adhering Party) in respect of the Covered Agreement, or any other agreement, the Section 1(b)(ii) Stayed Party shall be entitled to exercise Default Rights in respect of the Covered Credit Enhancement only to the same extent that it would be entitled to do so under such Identified Regime in respect of an Equivalent Credit Enhancement;

(C) *Exercise of Default Rights by a Related Entity of a Section 1(b)(ii) Stayed Party in Respect of a Covered Credit Enhancement.* Notwithstanding any provision of a Covered Credit Enhancement entered into between a Related Entity (that is an Adhering Party) of the Section 1(b)(ii) Stayed Party and the counterparty of the Section 1(b)(ii) Stayed Party under the Covered Agreement, or provided by the Related Entity (that is an Adhering Party) of the Section 1(b)(ii) Stayed Party to such counterparty in respect of the Covered Agreement, or any other agreement, the Related Entity of the Section 1(b)(ii) Stayed Party shall be entitled to exercise Default Rights in respect of the Covered Credit Enhancement only to the same extent it would be entitled to do so under such Identified Regime in respect of an Equivalent Credit Enhancement; and

(D) *Transfers of a Covered Credit Enhancement.* A transfer, pursuant to such Identified Regime, of a Covered Credit Enhancement (and any interest and obligation in or under, and any property securing, the Covered Credit Enhancement) entered into between the Related Entity in Resolution (that is an Adhering Party) and the Section 1(b)(ii) Stayed Party, or provided by the Related Entity in Resolution (that is an Adhering Party), to a successor of the Related Entity in Resolution shall be effective to the same extent that:

(I) A transfer of an Equivalent Credit Enhancement (and any interest and obligation in or under, and any property securing, the Equivalent Credit Enhancement) would be effective pursuant to such Identified Regime, notwithstanding any provision of the Covered Credit Enhancement, or any other agreement, purporting to prohibit, condition or void the transfer; and

(II) A transfer of an Equivalent Credit Enhancement (and any interest and obligation in or under, and any property securing, the Equivalent Credit Enhancement) supporting an Equivalent Agreement would be effective pursuant to such Identified Regime, notwithstanding any provision of the Covered Agreement, or any other agreement, purporting to prohibit, condition or void the transfer.

(iii) Sections 1(b)(i) and (ii) shall apply with respect to each Regulated Entity or Related Entity of such Regulated Entity subject to Resolution and each Identified Regime under which each such Regulated Entity or Related Entity is subject to Resolution.

(c) ***Events and Conditions Deemed Not Occurring.*** For so long as any Default Right is not exercisable under a Covered Agreement or a Covered Credit Enhancement as a consequence of the application of an Identified Regime under Section 1(b), any event of default, termination event or similar event, as defined therein, that gave rise to such Default Right shall be deemed not to be occurring, existing or continuing for purposes of determining under any other agreement whether a default, termination event or similar event has occurred or is continuing under such Covered Agreement or Covered Credit Enhancement, as applicable, but only to the extent that such Identified Regime would

render such default, termination event or similar event under such other agreement unenforceable were such Covered Agreement or Covered Credit Enhancement governed by the law of the jurisdiction of such Identified Regime.

(d) ***Maintenance of Perfection and Priority.*** If (i) an Identified Regime under which a Regulated Entity or its Related Entity is, as applicable, a Party in Resolution or a Related Entity in Resolution, or other applicable law, would preserve by operation of law the interests of the Section 1 Stayed Party in any property serving as security for obligations under an Equivalent Agreement or Equivalent Credit Enhancement, including the attachment, enforceability, perfection or priority thereof, notwithstanding the transfer thereof pursuant to such Identified Regime, and (ii) the Section 1 Stayed Party, as a party to or beneficiary of a Covered Agreement or Covered Credit Enhancement transferred pursuant to such Identified Regime, does not benefit from such preservation by operation of law by virtue of such Identified Regime applying to such Section 1 Stayed Party as a result of the Protocol, then if the relevant transferee does not promptly cause the equivalent preservation of such interests, the Section 1 Stayed Party shall be entitled to exercise any Default Rights it may have without regard to Section 1(b). This Section 1(d) shall be without prejudice to any contractual arrangement in respect of the preservation of the Section 1 Stayed Party's interest in property serving as security for obligations under such a Covered Agreement or Covered Credit Enhancement.

2. Limitation on Exercise of Default Rights upon U.S. Insolvency Proceedings

(a) ***Scope of Application.*** The terms of this Section 2 shall not apply to any Protocol Covered Agreement that is a Section 2 Excluded Agreement.

(b) ***Affiliate in U.S. Insolvency Proceedings (Not a Credit Enhancement Provider).*** Notwithstanding any provision of a Covered Agreement between a Regulated Entity (the “**Direct Party**”) and another Adhering Party (the “**Section 2 Stayed Party**”) or a related Credit Enhancement, if an Affiliate of the Direct Party becomes subject to U.S. Insolvency Proceedings (such Affiliate, a “**Party in U.S. Proceedings**”), and such Party in U.S. Proceedings is not a Credit Enhancement Provider with respect to the Covered Agreement, the Section 2 Stayed Party shall, subject to Section 2(f), be entitled to exercise only Performance Default Rights or Unrelated Default Rights in respect of the Covered Agreement or such a related Credit Enhancement, but shall not be entitled to exercise any other Default Rights in respect of the Covered Agreement or such a related Credit Enhancement.

(c) ***Credit Enhancement Provider in Chapter 11 Proceedings.*** Notwithstanding any provision of a Covered Agreement between the Direct Party and the Section 2 Stayed Party or a related Credit Enhancement, if the Party in U.S. Proceedings is a Credit Enhancement Provider with respect to the Covered Agreement, and such Party in U.S. Proceedings is subject to Chapter 11 Proceedings (such Party in U.S. Proceedings, the “**Party in Chapter 11 Proceedings**”), the Section 2 Stayed Party shall, subject to Section 2(f), be entitled to exercise only Performance Default Rights or Unrelated Default Rights in respect of the Covered Agreement or such a related Credit Enhancement, but shall not be entitled to exercise any other Default Rights in respect of the Covered Agreement or such a related Credit Enhancement.

(i) ***When Section 2(c) Default-Right Overrides Apply.*** The limitations on the exercise of Default Rights in Section 2(c) are applicable:—

(A) During the Stay Period; and

- (B) Thereafter, only if the Party in Chapter 11 Proceedings files either a Transfer Motion or a DIP Motion before the expiration of the Stay Period, in which case only for so long as the conditions in Sections 2(c)(ii) or 2(c)(iii), as applicable, are satisfied.
- (ii) *Transfer Conditions.* If the Party in Chapter 11 Proceedings files a Transfer Motion, with respect to a Transferee identified in such Transfer Motion, a Section 2 Stayed Party and the Covered Agreement between such Section 2 Stayed Party and the Direct Party:—
- (A) During the Stay Period, such Transferee:—
- (I) Is not subject to receivership, insolvency, liquidation, resolution or similar proceedings; and
- (II) Satisfies all of its material payment and delivery obligations, if any, to each of its creditors;
- (B) Upon the expiration of the Stay Period:—
- (I) An order has been entered in respect of the Transfer Motion providing for all or substantially all of the assets of the Party in Chapter 11 Proceedings (or the net proceeds therefrom), excluding any assets reserved for the payment of costs and expenses of administration in the Chapter 11 Proceedings in respect of such Party in Chapter 11 Proceeding, to be transferred or sold, as soon as practicably possible, to the Transferee identified therein; and
- (II) The Transfer Stay Conditions have been satisfied; and
- (C) Following the Stay Period:—
- (I) The Direct Party is and continues to be duly registered with and licensed by the regulatory body or bodies with principal supervisory authority over its business relating to transactions under Eligible Agreements and similar agreements;
- (II) If the Transferee is a party other than a Bankruptcy Bridge Company, such Transferee satisfies and continues to satisfy all financial covenants and other terms applicable to the Credit Enhancement Provider under the Covered Agreement and each Credit Enhancement in respect thereof; and
- (III) With respect to each Credit Enhancement (and any interest and obligation in or under, and any property securing, such Credit Enhancement) provided by the Party in Chapter 11 Proceedings with respect to Covered Agreements between the Direct Party and the Section 2 Stayed Party and the Direct Party and any Affiliate of the Section 2 Stayed Party that are transferred to the Transferee during the Stay Period, the Transferee continues to satisfy all provisions and covenants in such Credit Enhancements regarding the attachment, enforceability, perfection or priority of any security interest in property securing the obligations pursuant to such Credit Enhancements.
- (iii) *U.S. Parent DIP Conditions.* If the Party in Chapter 11 Proceedings files a DIP Motion:—

- (A) The Party in Chapter 11 Proceedings is a U.S. Parent;
- (B) Upon the expiration of the Stay Period, the DIP Stay Conditions are satisfied with respect to the Section 2 Stayed Party; and
- (C) Following the Stay Period, the Direct Party is and continues to be duly registered with and licensed by the regulatory body or bodies with principal supervisory authority over its business relating to transactions under Eligible Agreements and similar agreements.

(d) ***Exercise of Default Rights Based on Payment Failure of U.S. Parent Credit Enhancement Provider to Other Section 2 Stayed Parties.*** With respect to a U.S. Parent that is a Party in Chapter 11 Proceedings and that has filed a DIP Motion, if a Section 2 Stayed Party's ability to exercise Default Rights in respect of a Covered Agreement with a Direct Party would be stayed pursuant to Sections 2(c)(i) and 2(c)(iii), such Section 2 Stayed Party may nevertheless exercise such Default Rights if:—

- (i) Such Direct Party fails to pay or deliver any Close-out Amount when due, in accordance with the terms of any Covered Agreement between such Direct Party and any other Section 2 Stayed Party; and
- (ii) The Party in Chapter 11 Proceedings fails to satisfy its obligations, when due, in accordance with the terms of any Credit Enhancement in respect of such Covered Agreement.

(e) ***Credit Enhancement Provider in FDIA Proceedings.*** Notwithstanding any provision of a Covered Agreement between the Direct Party and the Section 2 Stayed Party or a related Credit Enhancement, if the Party in U.S. Proceedings is a Credit Enhancement Provider with respect to the Covered Agreement, and such Party in U.S. Proceedings is subject to FDIA Proceedings, the Section 2 Stayed Party shall, subject to Section 2(f), be entitled to exercise only Performance Default Rights or Unrelated Default Rights in respect of the Covered Agreement or such a related Credit Enhancement, but shall not be entitled to exercise any other Default Rights in respect of the Covered Agreement or such a related Credit Enhancement.

(i) ***When Section 2(e) Default-Right Overrides Apply.*** The limitations on the exercise of Default Rights in Section 2(e) are applicable:—

- (A) During the FDIA Stay Period; and
 - (B) Thereafter, only if the Credit Enhancement (and any interest and obligation in or under, and any property securing, such Credit Enhancement) between the Credit Enhancement Provider and the Section 2 Stayed Party or provided by the Credit Enhancement Provider in respect of such Covered Agreement has been transferred by the FDIC in accordance with the FDIA QFC Transfer Provisions.
- (ii) ***Suspension of Performance.*** During such FDIA Proceedings, the Section 2 Stayed Party may exercise any contractual rights to suspend performance with respect to its obligations under the Covered Agreement between such Section 2 Stayed Party and the Direct Party to the same extent it would be entitled to do so as if the Covered Agreement were a Qualified Financial Contract with the Credit Enhancement Provider and were treated in the same manner as the Credit Enhancement.

(f) ***Override of Unexercised Default Rights.*** If an Affiliate of a Direct Party becomes subject to U.S. Insolvency Proceedings, then for so long as a Section 2 Stayed Party may not exercise Default Rights in respect of a Covered Agreement with such Direct Party or related Credit Enhancement as a consequence of Sections 2(b), 2(c) or 2(e), the Section 2 Stayed Party may not exercise any Default Right in respect of such Covered Agreement or related Credit Enhancement, other than any Performance Default Right, that exists at or prior to the time of commencement of U.S. Insolvency Proceedings but (i), in the case of a Covered Agreement, that has not resulted, prior to the commencement of such U.S. Insolvency Proceedings, in the occurrence of or designation by a Section 2 Stayed Party of an early termination date (including an “Early Termination Date”, as defined in the Covered Agreement) with respect to such Covered Agreement or otherwise resulted in the acceleration or termination of such Covered Agreement or transactions thereunder, or (ii) in the case of a related Credit Enhancement, that has not been exercised prior to the commencement of such U.S. Insolvency Proceedings.

(g) ***Override of Transfer Restrictions.*** No provision of a Covered Agreement or Credit Enhancement shall prevent the transfer of such Credit Enhancement (and any interest and obligation in or under, and any property securing, such Credit Enhancement) to a Transferee pursuant to Section 2(c)(ii) or to a transferee in accordance with the FDIA QFC Transfer Provisions; provided that this Section 2(g) will not apply if a transfer of such Credit Enhancement would result in the Section 2 Stayed Party being the beneficiary of a Credit Enhancement in violation of any law applicable to the Section 2 Stayed Party (including without limitation, the violation of the laws of any country in which payment or delivery pursuant to such Credit Enhancement or compliance with the terms thereof is required).

(h) ***Events and Conditions Deemed Not Occurring.*** For so long as any Default Right is not exercisable under a Covered Agreement or Credit Enhancement as a consequence of Section 2(b), 2(c) or 2(e), as applicable, any event of default, termination event or similar event, as defined therein, that gave rise to such Default Right shall be deemed not to be occurring, existing or continuing for purposes of determining under any other agreement that is not a Covered Agreement whether a default, termination event or similar event has occurred or is continuing under such Covered Agreement or Credit Enhancement, as applicable.

(i) ***Rights not Subject to Section 2.*** This Section 2 is without prejudice to any Default Right in respect of a Covered Agreement or any other agreement with or in favor of a Section 2 Stayed Party not specifically addressed herein, including without limitation, Default Rights that have resulted in the occurrence or designation of an “Early Termination Date” (as defined in the Covered Agreement or other agreement) or otherwise resulted in the acceleration or termination of such Covered Agreement or transactions thereunder prior to an Affiliate of a Direct Party entering U.S. Insolvency Proceedings.

(j) ***Burden of Proof.*** For purposes of determining whether a Section 2 Stayed Party is entitled to exercise a Default Right pursuant to Sections 2(b), 2(c) or 2(e), the Section 2 Stayed Party bears the burden of establishing that such Default Right may be exercised.

(k) ***Multiple Affiliates in U.S. Insolvency Proceedings.*** If more than one Affiliate of a Direct Party is subject to U.S. Insolvency Proceedings, Section 2 shall apply with respect to each such Affiliate that is a Party in U.S. Proceedings.

3. Proceedings under Section 1 and Section 2

(a) ***Direct Party Subject to Identified Regime Proceedings.*** If an Affiliate of a Direct Party becomes a Party in U.S. Proceedings subject to Section 2 and the Direct Party is or becomes a Party in Resolution subject to Section 1, then, notwithstanding anything to the contrary in Section 2, a Section 2 Stayed Party:—

- (i) May only exercise a Performance Default Right in respect of a Covered Agreement or related Credit Enhancement to the extent it would be entitled to do so pursuant to Section 1; and
 - (ii) May not exercise any other Default Right in respect of such Covered Agreement with such Direct Party or related Credit Enhancement unless it would be entitled to do so under both Section 1 and Section 2.
- (b) ***Affiliate Subject to Identified Regime Proceedings.*** If an Affiliate of a Direct Party becomes a Party in U.S. Proceedings subject to Section 2 and another Affiliate of such Direct Party becomes a Party in Resolution subject to Section 1, a Section 2 Stayed Party may not exercise any Default Right in respect of a Covered Agreement with such Direct Party or related Credit Enhancement unless it would be entitled to do so under both Section 1 and Section 2.
- (c) ***Section 1 Applicable to Party in U.S. Proceedings.*** Subject to Section 5388 of Title 12 of the United States Code, and any implementing regulations and measures, as the same may be amended from time to time, if an Affiliate of a Direct Party becomes a Party in U.S. Proceedings subject to Section 2 and such Party in U.S. Proceedings is or becomes a Party in Resolution subject to Section 1, the provisions of Section 1 will prevail; provided, however, that if such Party in U.S. Proceedings is subject to FDIA Proceedings and is also a Party in Resolution subject to Section 1, a Section 1 Stayed Party or a Section 2 Stayed Party, as applicable, may not exercise a Default Right in respect of a Covered Agreement or related Credit Enhancement unless it would be entitled to do so under both Section 1 and Section 2.

4. Effectiveness

(a) ***Single-party Election Provisions.***

(i) ***Section 1 Opt-outs.***

(A) ***SRR Regulatory Restrictions.*** If a Regulated Entity (“X”) is not subject to SRR Regulatory Restrictions with respect to an Identified Regime by January 1, 2018, then any other Adhering Party (“Y”) shall be entitled, by written notice to X and X’s Primary Regulators, to elect that such Identified Regime will not, as between X and Y, constitute an Identified Regime with respect to X or its Related Entities. Such an election will remain effective until withdrawn by written notice from Y. For the avoidance of doubt, each Entity Subject to U.S. Regulations shall be deemed to have been subject to SRR Regulatory Restrictions with respect to the U.S. Special Resolution Regime – FDIA and U.S. Special Resolution Regime – OLA by January 1, 2018.

(B) ***Amendments to Identified Regimes.*** If an Adhering Party (“X”) determines in good faith that an amendment to an Identified Regime subsequent to the First Adherence Date relating to the length of any applicable stay (or the imposition of a stay), the obligations of parties during the pendency of a stay, the treatment of netting or setoff arrangements or the priority of claims (other than any amendment relating to a bank that gives priority to the depositors of such bank over general unsecured creditors of such bank) materially and adversely affects the ability to exercise Default Rights in respect of Eligible Agreements or related Credit Enhancements, X shall be entitled, by written notice (an “**Identified Regime Notice**”) to another Adhering Party (“Y”) eligible for resolution under such Identified Regime, and Y’s Primary Regulators, to elect that such Identified Regime will not, as between them, constitute an Identified Regime with respect to Y or its Related Entities for those Eligible Agreements with respect to which X’s ability to exercise Default Rights has been materially and adversely affected. In the case

of an Identified Regime Notice with respect to U.S. Special Resolution Regime – FDIA, Section 2(e) will be inapplicable as between X and Y. Any such election will remain effective until withdrawn by written notice from X.

(ii) *Opt-outs limited.* The Section 1 Opt-outs under this section 4(a) are only effective to the extent that the Covered Agreements and Covered Credit Enhancements affected by an Adhering Party's election hereunder would continue to meet the requirements of the FDIC Regulation, FRB Regulation and OCC Regulation, as applicable.

(iii) *Timing of Elections and Opt-outs.* An Adhering Party may not make any elections pursuant to the provisions of this Section 4(a), with respect to another Adhering Party upon or following such other Adhering Party or any of its Affiliates becoming a Party in Resolution, Related Entity in Resolution or Party in U.S. Proceedings, as applicable.

(b) ***Condition on Opt-in to Japanese Special Resolution Regime.*** Notwithstanding anything in this Attachment to the contrary, the provisions of Section 1(b) of this Attachment with respect to the Japanese Special Resolution Regime shall not apply with respect to a Covered Agreement unless, upon the commencement of Resolution, the Japanese Resolution Authority, Prime Minister or Minister of State for Financial Services issues a public statement announcing either that:—

(i) the Covered Agreement and any related Credit Enhancements, as applicable, will be transferred to a successor; or

(ii) the duration of any temporary stay on Default Rights imposed by the Japanese Resolution Authority with respect to the Covered Agreement and any related Credit Enhancements, as applicable, will not exceed two Business Days in Japan.

5. Miscellaneous

(a) ***Acknowledgement of the Parties.*** Each Adhering Party acknowledges and agrees that Default Rights and transfer restrictions in a Covered Agreement, Covered Credit Enhancement or another agreement between the parties, or provided in favor of an Adhering Party, may be limited, temporarily or permanently stayed or rendered unenforceable under certain circumstances to the extent provided under this Attachment and each applicable Identified Regime.

(b) ***Delivery of Notices.***

(i) Any notice deliverable under Section 4 by one Adhering Party to a Covered Agreement to another Adhering Party to the Covered Agreement may be effected by delivering such notice in accordance with the notice provisions of the Covered Agreement.

(ii) Any notice deliverable under Section 4 by one Adhering Party to a Covered Agreement to the Credit Enhancement Provider of another Adhering Party to the Covered Agreement, the obligations of which are supported by such Credit Enhancement Provider, may be effected by delivering such notice to such other Adhering Party in accordance with the notice provisions of such Covered Agreement.

(c) ***Clearing Organization Rules and Regulations.*** Solely with respect to Cleared Client Transactions, no provision of Section 1 or 2 shall apply to a Covered Agreement or related Credit

Enhancement if the application thereof violates the rules or regulations of any applicable clearing organization, provided that such rules and regulations are enforceable under applicable law.

(d) ***Applicability of Other Laws.*** Modifications with respect to Covered Agreements or Covered Credit Enhancements pursuant to the Protocol shall be without prejudice to the effect of any law to which an Adhering Party may be subject.

(e) ***Amendment to Certain Foreign Bank Agreements.***

(i) With respect to a Foreign Bank Agreement that is an ISDA Master Agreement, if under such ISDA Master Agreement the “Offices,” as defined therein, specified for the purposes of Section 10(b) of the ISDA Master Agreement do not include:

(A) with respect to a Covered Bank, a “Federal branch” or a “Federal agency,” each of which has the meaning given to such term in the OCC Regulation or

(B) with respect to a Covered Entity, a “U.S. branch” or “U.S. agency,” each of which has the meaning given to such term in the FRB Regulation,

then the parties agree that “Transactions,” as defined in such ISDA Master Agreement, will not be permitted to be booked at such Federal branch, Federal agency, U.S. branch or U.S. agency, as applicable.

(ii) With respect to a Foreign Bank Agreement that is not an ISDA Master Agreement, if such agreement:

(A) does not explicitly provide that agreements or transactions thereunder may be booked at:

(I) with respect to a Covered Bank, a “Federal branch” or “Federal agency,” each of which has the meaning given to such term in the OCC Regulation, or

(II) with respect to a Covered Entity, a “U.S. branch” or “U.S. agency,” each of which has the meaning given to such term in the FRB Regulation,

(B) does not explicitly list any such Federal branch, Federal agency, U.S. branch or U.S. agency, as applicable, in the agreement (as an office or otherwise) and

(C) does not explicitly identify any such Federal branch, Federal agency, U.S. branch or U.S. agency, as applicable, as a party to the agreement,

then the parties agree that they will not be permitted to book agreements or transactions thereunder at such Federal branch, Federal agency, U.S. branch or U.S. agency, as applicable.

6. Definitions

As used in this Attachment:

“Affiliate” means, in relation to any entity (“X”):—

(a) Any other entity that is Controlled, directly or indirectly, by X, any entity that Controls, directly or indirectly, X, or any entity directly or indirectly under common Control with X; and

(b) Any other entity that would be an Affiliate of X under clause (a) but for a transfer of the direct or indirect ownership of such entity or X pursuant to a resolution under an Identified Regime or pursuant to U.S. Insolvency Proceedings.

“Bankruptcy Bridge Company” means an entity organized for the purpose of becoming a transferee of assets of a Party in Chapter 11 Proceedings, the ultimate economic interest in which accrues to or for the benefit of the estate of such Party in Chapter 11 Proceedings, but that is not, or after giving effect to the transactions contemplated by a Transfer Motion will not be, Controlled by a Party in Chapter 11 Proceedings or creditors of, or Affiliates of, such Party in Chapter 11 Proceedings.

“BRRD” means Directive 2014/59/EU of the European Parliament and the Council of 15 May 2014.

“Business Day” means, with respect to a jurisdiction, a day on which commercial banks in such jurisdiction are open for general business (including dealings in foreign exchange and foreign currency deposits).

“Chapter 7 Proceedings” means, with respect to an Affiliate of a Direct Party, proceedings under Chapter 7 of the U.S. Bankruptcy Code, as amended from time to time, that commence upon the voluntary filing for Chapter 7 of such Affiliate, or, in the case of an involuntary filing for Chapter 7 of such Affiliate, upon the entry of an order for relief with respect to such Affiliate.

“Chapter 11 Proceedings” means, with respect to an Affiliate of a Direct Party, proceedings under Chapter 11 of the U.S. Bankruptcy Code, as amended from time to time, that commence upon the voluntary filing for Chapter 11 of such Affiliate, or, in the case of an involuntary filing for Chapter 11 of such Affiliate, upon the entry of an order for relief with respect to such Affiliate.

“Cleared Client Transaction” means a transaction, forming a part of a Covered Agreement, with respect to which a related cleared transaction exists between one party, acting as a Clearing Member, and a clearing organization.

“Clearing Member” means an Adhering Party that is a member of a clearing organization that clears a transaction related to a Cleared Client Transaction through such clearing organization.

“Close-out Amount” means the amount due under a Covered Agreement, including any credit support or other property deliverable, as a result of the acceleration, termination or other close-out of such Covered Agreement in accordance with the terms thereof.

“Close-out Stay” has the definition given to such term in the definition of “Creditor Safeguards”.

“Control” means, with respect to an entity, ownership of a majority of the voting power of the entity; provided that, with respect to a Bankruptcy Bridge Company, an owner of a majority of the voting power of the Bankruptcy Bridge Company shall not have Control if the ability to exercise such majority voting power lies with a fiduciary or third party not Controlled by such owner.

“Credit Enhancement” means, with respect to an Eligible Agreement, any credit enhancement or credit support arrangement provided by a party to the Eligible Agreement, or an Affiliate thereof, in connection with the Eligible Agreement, including any guarantee, collateral arrangement in support of obligations pursuant to the Eligible Agreement (including any pledge, charge, mortgage or other security interest in

collateral or title transfer arrangement), trust or similar arrangement, letter of credit, transfer of margin or any similar arrangement, in each case, only to the extent such credit enhancement relates to the Eligible Agreement, and with respect to an Eligible Agreement that is an ISDA Master Agreement, any 1995 Credit Support Deed (Bilateral Form – Security Interest).

“Credit Enhancement Provider” means an obligor or transferor with respect to a Credit Enhancement in support of a Covered Agreement.

“Creditor Protection Order” means, with respect to a U.S. Parent that is a Party in Chapter 11 Proceedings and that has filed a DIP Motion, a Direct Party, a Section 2 Stayed Party and a Covered Agreement, a court order that:—

(a) Grants administrative expense status to such Section 2 Stayed Party’s claims arising from the obligations of such Party in Chapter 11 Proceedings under any Credit Enhancement in respect of such Covered Agreement that have accrued and remain unsatisfied prior to or that become due following the commencement of Chapter 11 Proceedings with respect to such Party in Chapter 11 Proceedings; provided that the Creditor Protection Order may provide that the administrative expense claims of such Section 2 Stayed Party in respect of the obligations of such Party in Chapter 11 Proceedings under such Credit Enhancement will be subordinated in payment to administrative expense claims not arising under a Credit Enhancement, including by providing that such administrative expense claims of the Section 2 Stayed Party may be paid in cash only after (i) some or all other administrative expense claims have been paid or provided for in cash in full, and (ii) the Party in Chapter 11 Proceedings, after satisfying clause (i), has available cash sufficient to pay the credit support claims;

(b) Provides that, if such Direct Party fails to meet any of its material obligations to the Section 2 Stayed Party under the Covered Agreement or if the Party in Chapter 11 Proceedings fails to meet any of its material obligations to the Section 2 Stayed Party pursuant to any Credit Enhancement supporting such Covered Agreement between the Direct Party and the Section 2 Stayed Party, in each case, in accordance with the terms thereof, the Section 2 Stayed Party may terminate such Covered Agreement and exercise any rights with respect to any right of setoff or netting, any collateral or any other credit support pursuant to such Covered Agreement or Covered Credit Enhancement immediately without seeking the approval of the U.S. Bankruptcy Court, and the Party in Chapter 11 Proceedings shall, subject to clause (a) above, be authorized to perform its obligations under such Credit Enhancement; and

(c) Provides that, if (i) the Direct Party fails to pay or deliver any Close-out Amount when due, in accordance with the terms of any Covered Agreement between such Direct Party and any other Section 2 Stayed Party, and (ii) the Party in Chapter 11 Proceedings fails to satisfy its obligations, when due, under any Credit Enhancement in respect of such Covered Agreement, then the Section 2 Stayed Party may exercise any rights with respect to any right of setoff or netting, any collateral or any other credit support pursuant to the Covered Agreement between such Section 2 Stayed Party and the Direct Party or any Credit Enhancement provided by the Party in Chapter 11 Proceedings supporting such Covered Agreement immediately without seeking the approval of the U.S. Bankruptcy Court and the Party in Chapter 11 Proceedings shall, subject to clause (a) above, be authorized to perform its obligations under such Credit Enhancement.

“Creditor Safeguards” means the creditor protections in the context of a Resolution that provide:

(a) Creditors, with respect to Eligible Agreements and Credit Enhancements, are not treated differently from each other or from other creditors in respect of Covered Agreements and Covered Credit Enhancements, or similar agreements or obligations, on the basis of nationality, the location or domicile of creditors or the jurisdiction in which claims are payable; and

(b) Resolution-based Default Rights are, or at the discretion of the administrative authority may be, temporarily or permanently stayed, nullified, invalidated or otherwise overridden with respect to Covered Agreements and Covered Credit Enhancements with the failed financial company (“**Close-out Stay**”), provided that:—

(i) With respect to a temporary Close-out Stay:—

(A) The duration of any such temporary Close-out Stay does not exceed two Business Days; and

(B) During the pendency of any such temporary Close-out Stay, such laws include either or both of the following requirements:—

(I) All payment and delivery obligations of the failed financial company under such Covered Agreements and Covered Credit Enhancements are required to be satisfied; or

(II) All payment and delivery obligations of both parties under such Covered Agreements and Covered Credit Enhancements are deferred until the expiration of such Close-out Stay; and

(ii) With respect to any Close-out Stay:—

(A) All rights, whether contractual or otherwise (including, without limitation, rights incorporated by reference to any other contract, agreement or document, and rights afforded by statute, civil code, regulation and common law), to net or set off obligations relating to transactions documented under such Covered Agreements (including obligations arising from related credit support arrangements) and relating to Covered Credit Enhancements (including obligations arising from related credit support arrangements) remain in full force and effect;

(B) The failed financial company or a transferee remains obligated in respect of such Covered Agreements and Covered Credit Enhancements to the extent the failed financial company was obligated immediately prior to becoming subject to the exercise of powers under such laws;

(C) If all or substantially all of the assets of the failed financial company are transferred by the administrative authority to a transferee, Resolution-based Default Rights may be exercised in respect of any such Covered Agreements and Covered Credit Enhancements that are not transferred to such transferee;

(D) The failed financial company or, if such Covered Agreements and Covered Credit Enhancements are transferred by the administrative authority to a transferee, its transferee, (1) maintains all material regulatory licenses and registrations necessary under applicable law for the continued operation of its business and, if applicable, is in good standing, (2) has balance sheet assets that exceed its balance sheet liabilities, (3) is able to satisfy its obligations with respect to such Covered Agreements and Covered Credit Enhancements when due and (4) is at least as creditworthy as the failed financial company was immediately prior to the start of resolution proceedings;

(E) If such Covered Agreements and Covered Credit Enhancements are transferred, (1) any rights to net or set off thereunder, contractual or otherwise, are enforceable substantially to the same extent under the laws and regulations applicable to the transferee as under those applicable to the transferor and (2) the limitations on Resolution-based Default Rights under any financial company resolution laws and regulations applicable to the transferee are not substantially greater than those applicable to the transferor; and

(F) Such Close-out Stay does not apply with respect to Default Rights (1) that are not Resolution-based Default Rights or (2) that arise from subsequent and independent resolution proceedings.

“Default Right” means, with respect to a Covered Agreement or Credit Enhancement, any:—

(a) Right of a party, whether contractual or otherwise (including, without limitation, rights incorporated by reference to any other contract, agreement or document, and rights afforded by statute, civil code, regulation and common law), to liquidate, terminate, cancel, rescind or accelerate such agreement or transactions thereunder, set off or net amounts owing in respect thereto (except rights related to same-day payment netting), exercise remedies in respect of collateral or other credit support or property related thereto (including the purchase and sale of property), demand payment or delivery thereunder or in respect thereof (other than a right or operation of a contractual provision arising solely from a change in the value of collateral or margin or a change in the amount of an economic exposure), suspend, delay or defer payment or performance thereunder, modify the obligations of a party thereunder or any similar rights; and

(b) Right or contractual provision that alters the amount of collateral or margin that must be provided with respect to an exposure thereunder, including by altering any initial amount, threshold amount, variation margin, minimum transfer amount, the margin value of collateral or any similar amount, that entitles a party to demand the return of any collateral or margin transferred by it to the other party or a custodian or that modifies a transferee’s right to reuse collateral or margin (if such right previously existed), or any similar rights, in each case, other than a right or operation of a contractual provision arising solely from a change in the value of collateral or margin or a change in the amount of an economic exposure;

provided that, with respect to Section 2, the term “Default Right” does not include any right under a contract that allows a party to terminate the contract on demand or at its option at a specified time, or from time to time, without the need to show cause.

References to the “exercise” of a Default Right or the entitlement “to exercise” a Default Right shall include the automatic or deemed exercise of a Default Right.

“DIP Motion” means, with respect to a U.S. Parent of a Direct Party that becomes a Party in Chapter 11 Proceedings, a motion filed by such U.S. Parent that causes the U.S. Parent to remain obligated with respect to Credit Enhancements supporting one or more Covered Agreements to the same extent as such U.S. Parent was obligated with respect to such Credit Enhancements immediately prior to becoming a Party in Chapter 11 Proceedings.

“DIP Stay Conditions” means, with respect to a Direct Party, a Party in Chapter 11 Proceedings that is a U.S. Parent of such Direct Party and has filed a DIP Motion and a Section 2 Stayed Party:—

(a) An order has been entered under which such U.S. Parent of a Direct Party remains obligated with respect to each Credit Enhancement it provides in support of Covered Agreements between such Direct Party and the Section 2 Stayed Party and each Covered Agreement between such Direct Party and each Affiliate of such Section 2 Stayed Party to the same extent as such U.S. Parent was obligated immediately prior to becoming a Party in Chapter 11 Proceedings; and

(b) A Creditor Protection Order with respect to each Credit Enhancement described in clause (a) above has been entered for the benefit of such Section 2 Stayed Party and each such Affiliate.

“Direct Party” has the definition given to such term in Section 2(b).

“Eligible Agreement” means a Qualified Financial Contract that is not an Excluded Agreement.

“Equivalent Agreement” means, with respect to a Covered Agreement and a Resolution under an Identified Regime, an Eligible Agreement with the same terms as the Covered Agreement but governed by the laws of the jurisdiction of such Identified Regime, provided that:—

(a) If the jurisdiction of such Identified Regime is the United Kingdom, such governing law shall be the laws of England and Wales; and

(b) If the jurisdiction of such Identified Regime is the United States of America, such governing law shall be the law of the State of New York.

“Equivalent Credit Enhancement” means, with respect to a Covered Credit Enhancement and a Resolution under an Identified Regime, a Credit Enhancement with the same terms as the Covered Credit Enhancement but governed by the laws of the jurisdiction of such Identified Regime, provided that:—

(a) If the jurisdiction of such Identified Regime is the United Kingdom, such governing law shall be the laws of England and Wales; and

(b) If the jurisdiction of such Identified Regime is the United States of America, such governing law shall be the law of the State of New York.

“FDIA” means the Federal Deposit Insurance Act, and any implementing regulations and measures, as the same may be amended from time to time.

“FDIA Proceedings” means with respect to an Affiliate of a Direct Party, proceedings under the FDIA that commence upon the FDIC being appointed as receiver for such Affiliate.

“FDIA QFC Transfer Provisions” means FDIA Sections 11(e)(9) and (10), and any implementing regulations and measures, as the same may be amended from time to time.

“FDIA Stay Period” means, with respect to a Party in U.S. Proceedings that is in FDIA Proceedings, the period of time during which a party to a Qualified Financial Contract with such Party in U.S. Proceedings may not exercise any right that such party has to terminate, liquidate, or net such Qualified Financial Contract, in accordance with FDIA Section 11(e), and any implementing regulations and measures, as the same may be amended from time to time.

“FDIC” means the Federal Deposit Insurance Corporation.

“First Adherence Date” means the first date on which ISDA has accepted an Adherence Letter with respect to the Protocol from any Adhering Party.

“French Special Resolution Regime” means, other than any Ring-fence Provisions, Articles L. 613-34 to L. 613-63 and R. 613-40 to R. 613-79 of the French Monetary and Financial Code, and their implementing regulations and measures, as the same may be amended from time to time, except for Article L. 613-45-1, I. of the French Monetary and Financial Code insofar as it refers to the provisions of Articles L. 511-41-3, L. 511-41-5, L. 612-32, L. 612-33, L. 612-34, L. 613-36, L. 613-41 to L. 613-43-1, and L. 613-48 to L. 613-48-5 of the French Monetary and Financial Code but including Article L. 613-45-1, I. of the French Monetary and Financial Code insofar as it refers to the exercise of powers to write down or convert relevant capital instruments referred to in Article L. 613-48, I. of the French Monetary and Financial Code where exercised in the circumstances described in Article 59.1(b) of the BRRD.

“German Special Resolution Regime” means, other than any Ring-fence Provisions, (a) the German Recovery and Resolution Act (*Sanierungs- und Abwicklungsgesetz*), (b) the German Credit Institutions Reorganization Act (*Kreditinstitute-Reorganisationsgesetz*), and (c) Section 36a in conjunction with Sections 30 through 36 of the German Covered Bonds Act (*Pfandbriefgesetz*), and each of their implementing regulations and measures, each as the same may be amended from time to time; provided that the German Special Resolution Regime shall not include Sections 82 through 84, 144, and 169 of the German Recovery and Resolution Act (*Sanierungs- und Abwicklungsgesetz*) to the extent that they relate to the exercise of “crisis prevention measures” (*Krisenpräventionsmaßnahme*) as defined in Section 2(3) no. 37 of the German Recovery and Resolution Act (*Sanierungs- und Abwicklungsgesetz*) other than the exercise of powers to write down or convert relevant capital instruments that are exercised in the circumstances described in Article 59.1(b) of the BRRD. For the avoidance of doubt, the provisions of Section 1(b) of the Attachment will not apply with respect to the imposition of a moratorium on payments and dispositions within the meaning of Section 46(1), sentence 2, number (4) of the German Banking Act (*Kreditwesengesetz*), if applicable, in respect of Covered Agreements or Covered Credit Enhancements to Adhering Parties from the entity subject to Resolution.

“Identified Regime” means, subject to Section 4(a), the French Special Resolution Regime, the German Special Resolution Regime, the Japanese Special Resolution Regime, the Swiss Special Resolution Regime, the U.K. Special Resolution Regime, the U.S. Special Resolution Regime – FDIA and the U.S. Special Resolution Regime – OLA.

“Identified Regime Notice” has the definition given to such term in Section 4(a)(i)(B).

“Japanese Special Resolution Regime” means, other than any Ring-fence Provisions, the provisions of the Deposit Insurance Act (Act No. 34 of 1971, as amended), and its implementing regulations and measures, as the same may be amended from time to time.

“Parent” means, with respect to an Adhering Party, the ultimate parent entity organized under the laws of any Identified Regime applicable to such Adhering Party, and if different, the ultimate parent entity of such Adhering Party.

“Party in Chapter 11 Proceedings” has the definition given to such term in Section 2(c).

“Party in Resolution” has the definition given to such term in Section 1(b)(i).

“Party in U.S. Proceedings” has the definition given to such term in Section 1(b).

“Performance Default Right” means any Default Right in respect of a Covered Agreement or related Credit Enhancement (including any Default Right that exists at the time of commencement of U.S. Insolvency Proceedings but (i) in the case of a Covered Agreement, that has not resulted, prior to the commencement of such U.S. Insolvency Proceedings, in the occurrence of or designation by a Section 2 Stayed Party of an early termination date (including an “Early Termination Date”, as defined in the Covered Agreement) with respect to such Covered Agreement or otherwise resulted in the acceleration or termination of such Covered Agreement or transactions thereunder (ii) in the case of a related Credit Enhancement, that has not been exercised prior to the commencement of such U.S. Insolvency Proceedings) that arises as a result of:—

- (a) The Direct Party entering receivership, insolvency, liquidation, resolution or similar proceedings; or
- (b) The failure by the Direct Party to satisfy a payment or delivery obligation to the Section 2 Stayed Party pursuant to the Covered Agreement (including for the avoidance of doubt, pursuant to a Credit Support Annex forming a part thereof), Credit Enhancement or any Related Contract between such parties in accordance with the terms thereof; or
- (c) The failure by a Credit Enhancement Provider under the Covered Agreement, or any successor thereto, to satisfy a payment or delivery obligation to the Section 2 Stayed Party pursuant to the Credit Enhancement of such Covered Agreement in accordance with the terms of such Credit Enhancement.

“Primary Regulator” means, with respect to a Regulated Entity, the regulatory body or bodies with principal supervisory authority over the Parent of such entity, and, if different, the regulatory body or bodies with principal supervisory authority over such entity.

“Related Contract” means, with respect to a Direct Party and a Section 2 Stayed Party, any contract under which the occurrence of a default, event of default or similar condition or event (however described) gives rise to a Default Right in a Covered Agreement between such parties (including, for example, contracts identified in an ISDA Master Agreement as a “Specified Transaction” or “Specified Indebtedness”, as defined in such ISDA Master Agreement).

“Related Entity” means, with respect to an Adhering Party and a Covered Agreement or Covered Credit Enhancement, (i) each Parent of the Adhering Party, and (ii) any Affiliate that (A) is identified as a “Credit Support Provider” in the Covered Agreement or otherwise provides a Credit Enhancement in respect of the Adhering Party’s obligations under the Covered Agreement or Covered Credit Enhancement or (B) is identified as a “Specified Entity” or is otherwise designated (including as part of a category of designated entities) in a Covered Agreement or a Covered Credit Enhancement for the purpose of defining when a Default Right may be exercised under the Covered Agreement or Covered Credit Enhancement.

“Related Entity in Resolution” has the definition given to such term in Section 1(b)(ii).

“Resolution” means, with respect to a Regulated Entity or a Related Entity of such Regulated Entity, the exercise of authority under an Identified Regime to address the failure or potential failure of such Regulated Entity or Related Entity.

“Resolution Authority” means, with respect to an Identified Regime, each administrative authority that is designated as responsible for exercising powers under such Identified Regime.

“Resolution-based Default Right” means any Default Right that arises directly or indirectly by reason of:—

- (a) The financial condition or insolvency of an entity or an affiliate of such entity; or
- (b) An entity or an affiliate of such entity becoming subject to an insolvency or resolution regime or the exercise of powers or authority thereunder; or
- (c) The appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official with respect to an entity or an affiliate of such entity; or
- (d) The transfer of assets or liabilities of an entity or an affiliate of an entity to a successor.

“Ring-fence Provisions” means any laws of a jurisdiction that:—

- (a) Provide for the liquidation of one or more branches or offices of an entity that operates through multiple branches or offices separately from other branches or offices of such entity; or
- (b) Provide for the resolution (but not liquidation) of one or more branches or offices of an entity that operates through multiple branches or offices separately from other branches or offices of such entity and that do not comply fully with each element of the Creditor Safeguards.

“Section 1(b)(i) Stayed Party” has the definition given to such term in Section 1(b)(i)(A).

“Section 1(b)(ii) Stayed Party” has the definition given to such term in Section 1(b)(ii)(A).

“Section 1 Stayed Party” means a Section 1(b)(i) Stayed Party and a Section 1(b)(ii) Stayed Party, as applicable.

“Section 2 Stayed Party” has the definition given to such term in Section 2(b).

“SIPA Proceedings” means with respect to an Affiliate of a Direct Party, proceedings under the Securities Investor Protection Act, as amended from time to time (“SIPA”), in respect of such Affiliate.

“SRR Regulatory Restrictions” means, with respect to an Adhering Party and an Identified Regime, any law, regulation or other binding measure that, at a minimum, has the effect of then (i) prohibiting, directly or indirectly, the Regulated Entity from entering into any transactions documented under such agreement, if such agreement is not governed by the laws of the jurisdiction(s) of the Identified Regimes applicable to such Regulated Entity or Related Entity, unless its counterparty to that agreement agrees to restrict the exercise of its Resolution-based Default Rights to the same extent as its exercise of such rights would be restricted under the applicable Identified Regime(s) with respect to similar transactions with the Regulated Entity governed by the laws of the jurisdiction(s) of the applicable Identified Regime(s), or (ii) requiring, directly or indirectly, the Regulated Entity in respect of any transactions documented under such agreement, if such agreement is not governed by the laws of the jurisdiction(s) of the applicable Identified Regime(s) of such Regulated Entity or Related Entity, to procure agreement and/or acknowledgement by its counterparty to that agreement to restrict the exercise of its Resolution-based Default Rights to the same extent as its exercise of such rights would be restricted under the applicable Identified Regime(s) with respect to similar transactions with the Regulated Entity governed by the laws of the jurisdiction(s) of the applicable Identified Regime(s).

“Stay Period” means, with respect to a Party in Chapter 11 Proceedings, the period of time beginning upon the commencement of the related Chapter 11 Proceedings and ending at the later of (a) 5 PM (Eastern Time) on the next Business Day in the jurisdiction of such Chapter 11 Proceedings and (b) 48 hours after the commencement of such Chapter 11 Proceedings.

“Swiss Special Resolution Regime” means, other than any Ring-fence Provisions, (a) Art. 24 and section eleven (*Massnahmen bei Insolvenzgefahr*) of the Swiss Federal Law on Banks and Savings Banks of 8 November 1934 (*Bundesgesetz über die Banken und Sparkassen*; SR 952.0); and (b) the Ordinance of the Swiss Financial Market Supervisory Authority on the Insolvency of Banks and Securities Dealers of 30 August 2012 (*Verordnung der Eidgenössischen Finanzmarktaufsicht über die Insolvenz von Banken und Effektenhändlern*; SR 952.05); and (c) chapter eight (*Insolvenzrechtliche Bestimmungen*) of the second title of the Swiss Financial Market Infrastructure Act of 19 June 2015 (*Bundesgesetz über die Finanzmarktinfrastrukturen und das Marktverhalten im Effekten- und Derivatehandel*), and each of their implementing regulations and measures, as the same may be amended from time to time.

“Transfer Motion” means a motion filed by a Party in Chapter 11 Proceedings specifying that all or substantially all of the assets of such Party in Chapter 11 Proceedings (or the net proceeds therefrom), excluding any assets reserved for the payment of costs and expenses of administration in the Chapter 11 Proceedings, will be transferred or sold, as soon as practicably possible, to a Bankruptcy Bridge Company or to a third party that is not an Affiliate of the Party in Chapter 11 Proceedings (such Bankruptcy Bridge Company or third party, the **“Transferee”**).

“Transfer Stay Conditions” means, with respect to an Affiliate of a Direct Party that has filed a Transfer Motion, a Transferee identified in such Transfer Motion, a Section 2 Stayed Party and a Covered Agreement between such Section 2 Stayed Party and such Direct Party:—

- (a) All of the direct and indirect ownership interests held by the Affiliate, if any, in the Direct Party that is a party to such Covered Agreement with such Section 2 Stayed Party are transferred to the Transferee;
- (b) All Credit Enhancements (and any interest and obligation in or under, and any property securing, such Credit Enhancements) provided by the Affiliate in respect of each Covered Agreement between such Direct Party and the Section 2 Stayed Party are transferred to such Transferee, and such Transferee remains obligated in respect of such Credit Enhancements to the same extent as the Affiliate of the Direct Party immediately prior to becoming a Party in Chapter 11 Proceedings; and
- (c) All Credit Enhancements (and any interest and obligation in or under, and any property securing, such Credit Enhancements) provided by the Affiliate in respect of each Covered Agreement, if any, between such Direct Party and each Affiliate of the Section 2 Stayed Party are transferred to such Transferee, and such Transferee remains obligated in respect of such Credit Enhancements to the same extent as the Affiliate of the Direct Party immediately prior to becoming a Party in Chapter 11 Proceedings.

“Transferee” has the definition given to such term in the definition of “Transfer Motion”.

“U.K. Special Resolution Regime” means, other than any Ring-fence Provisions, the provisions of Part I of the U.K. Banking Act 2009, as amended, and their implementing instruments and measures, as the same may be amended from time to time, provided that U.K. Special Resolution Regime shall not include sections 48Z, 70A, 70B, 70C and 70D of the U.K. Banking Act 2009, as amended, to the extent that they relate to any “crisis prevention measure” as defined in section 48Z(1) of the U.K. Banking Act 2009, as

amended, other than the exercise of powers to write down or convert relevant capital instruments that are exercised in the circumstances described in Article 59.1(b) of the BRRD.

“U.S. Bankruptcy Code” means Title 11 of the United States Code.

“U.S. Insolvency Proceedings” means Chapter 7 Proceedings, Chapter 11 Proceedings, FDIA Proceedings and SIPA Proceedings.

“U.S. Parent” means, with respect to an Adhering Party, the ultimate parent entity organized under the laws of the United States of America or any state or territory thereof having direct or indirect Control of such Adhering Party.

“U.S. Special Resolution Regime – FDIA” means, other than any Ring-fence Provisions, the receivership provisions of the U.S. Federal Deposit Insurance Act, and its implementing regulations and measures, as the same may be amended from time to time.

“U.S. Special Resolution Regime – OLA” means, other than any Ring-fence Provisions, Title II of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and its implementing regulations and measures, as the same may be amended from time to time.

“Unrelated Default Right” means, with respect to a Covered Agreement between the Direct Party and a Section 2 Stayed Party or a related Credit Enhancement:—

(a) Any Default Right in respect of such Covered Agreement or related Credit Enhancement that, both:—

(i) Is not based solely on an Affiliate of the Direct Party becoming a Party in U.S. Proceedings; and

(ii) Can be shown by clear and convincing evidence to be not related, directly or indirectly, to an Affiliate of the Direct Party becoming a Party in U.S. Proceedings, to any transfers to a Transferee contemplated by a Transfer Motion, or to a DIP Motion; and

(b) If a U.S. Parent of such Direct Party is not a Party in U.S. Proceedings, any Default Right in respect of such Covered Agreement or related Credit Enhancement that is based solely on an Affiliate of the Direct Party becoming subject to insolvency or resolution proceedings other than U.S. Insolvency Proceedings.



COUNCIL COMMUNICATION

CC #: 9691
File #: 0800-06

Title: Plan Checking and Inspection Services - Agreement Amendment
Contact: Brandy LeBeau 916-774-5278 blebeau@roseville.ca.us

Meeting Date: 12/19/2018
Item #: 6.23.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt a resolution authorizing a first amendment to the agreement for plan checking and inspection services with Bureau Veritas, and authorize the City Manager to execute it on the City's behalf.

BACKGROUND

Administered by the Housing Division, the City offers an Owner-Occupied Rehabilitation Program (OOR) to assist low income homeowners in completing health, safety, code and accessibility repairs to their units. The OOR is funded through federal programs, including the Home Investment Partnerships (HOME) and Community Development Block Grant (CDBG) programs, in addition to local affordable housing program funds. The City also offers a First-Time Homebuyer Program (FTHB) that assists low-income buyers with the purchase of their first home when funding is available. Both of these programs require inspections by qualified inspectors to assess health and safety considerations and building code compliance of the housing units.

The Housing Division has historically relied on Building Division staff for the inspection of units involved in these programs. However, demands on building inspection staff have increased as a result of higher development volume and staff turnover. The proposed solution is to assign a contract inspector to assist the Housing Division with its inspection needs, while reassigning full-time building inspection staff to pick up more development-related workload. Use of a contract inspector will allow Housing to more quickly and efficiently use the funding available from CDBG that is required to be expended by the end of the fiscal year, with the goal of getting more low income households assisted within the funding deadline.

FISCAL IMPACT

This amendment will increase the maximum contract amount from \$350,000.00 to \$400,000.00 in FY2018-19, which will be funded using City housing funds, including federal CDBG and HOME sources. Expenses will be charged to the contract based on actual hours spent on the programs and will be charged back as delivery costs of the programs. This contract does not impact the General

Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Estimates of total employment created can be based on expenditure data, consistent with guidance from the Council of Economic Advisers (CEA). Total employment not only includes direct and indirect jobs, but also induced jobs. CEA estimates that total employment is increased by one job-year for every \$92,000 in direct government spending. Therefore, this project has the potential to generate approximately 0.5 job years with the expenditure of these funds for the program inspections. This contract is supporting expenditure of approximately \$300,000 in total into the community through owner-occupied rehabilitation of housing which will generate approximately 3 job years locally.

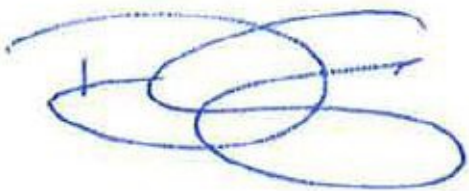
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines Section 15061(b)(3)). The contract for inspection work within the owner-occupied rehabilitation program does not include the potential for a significant environmental effect, and therefore is not subject to CEQA. Environmental reviews for any work under this program will be completed separately based on individual project scope of work.

Respectfully Submitted,

Brandy LeBeau, Administrative Analyst

Mike Isom, Development Services Director

A handwritten signature in blue ink, appearing to read 'Dominick Casey', with a horizontal line extending to the right.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-504

1st Amendment to Agreement for Plan Checking & Inspection Services

RESOLUTION NO. 18-504

APPROVING A FIRST AMENDMENT TO AGREEMENT FOR PLAN CHECKING AND INSPECTION SERVICES, BY AND BETWEEN BUREAU VERITAS NORTH AMERICA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a first amendment to agreement for plan checking and inspection services, by and between Bureau Veritas North America, Inc. and the City of Roseville, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said amendment is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville, upon receipt and approval of signed agreements by the City Attorney's office.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO
AGREEMENT FOR PLAN CHECKING AND INSPECTION SERVICES**

(Bureau Veritas North America, Inc.)

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Bureau Veritas North America, Inc., a Delaware corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into an Agreement dated May 20, 2015 ("Agreement") for plan checking and inspection services ("Services"); and

WHEREAS, CITY desires to amend the Agreement to include funding for additional Services; and

WHEREAS, CONSULTANT is willing and able to provide such additional services.

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 2 of the Agreement is amended to read as follows:

"In no event shall the total compensation payable hereunder during any fiscal year exceed four hundred thousand dollars (\$400,000.00). In the event City elects to exercise each of its options to extend, in no event shall the total compensation payable hereunder exceed one million, four hundred fifty thousand dollars (\$1,450,000.00)."

2. Paragraph 13 of the Agreement is updated to read as follows:

CITY OF ROSEVILLE

CONSULTANT

Mike Isom
Development Services Director
311 Vernon Street
Roseville, CA 95678

Bureau Veritas North America, Inc.
180 Promenade Circle, Ste. 150
Sacramento, CA 95834

and

Jim Mangino
Building Official
311 Vernon Street
Roseville, CA 95678

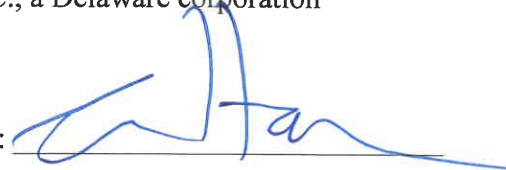
3. All other provisions of the Agreement shall remain unchanged and in full force and effect.

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

CITY OF ROSEVILLE, a
municipal corporation

BUREAU VERITAS NORTH AMERICA,
INC., a Delaware corporation

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: Chief Operating Officer

SIGNATURES CONTINUED ON FOLLOWING PAGE

ATTEST:

and

BY:



its: Director of Operations

BY:

SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY:

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:



MIKE ISOM
Development Services Director



COUNCIL COMMUNICATION

CC #: 9702

File #: 0704

Title: On-Call Materials Testing and Special Inspection Services - Professional Services Agreement Amendment
Contact: Rjahja Canlas 916-774-5342 rcanlas@roseville.ca.us

Meeting Date: 12/19/2018

Item #: 6.24.

RECOMMENDATION TO COUNCIL

Adopt a resolution to approve the first amendment to the professional design services agreement for on-call materials testing and special inspection services with ENGEO, Inc., and authorize the City Manager to execute it. Additionally, authorize the City Manager to execute the remaining two one-year renewals without further Council approval, pending budget approval.

BACKGROUND

In October 2017, the Parks, Recreation, & Libraries Department issued a Request for Proposals (RFP) to provide on-call materials testing and special inspection services. A contract was awarded to ENGEO, Inc. that included a one-year base term with the option of three additional one-year extensions. This is the first extension of the contract.

Work in progress and/or completed during the first base year included materials testing and special inspection services for Sierra Crossings Park, Astill Family Park, Nela Luken Park, Johnson Pool Accessibility Improvements and the Mahan Park shade structure.

FISCAL IMPACT

Funding for services will be provided through capital improvement projects as approved during the fiscal year budgets or through developer reimbursements. Project specific quotes will be obtained prior to the start of any work. There will be no net impact to the General Fund. The total contract is not-to-exceed \$400,000.00. The annual compensation shall not exceed \$100,000.00 per year.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Approval of the amendment to the Professional Services Agreement does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Rjahja Canlas, Park Development Analyst

Dion Louthan, Director, Parks, Recreation & Libraries



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-515

First Amendment

RESOLUTION NO. 18-515

APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY
AND BETWEEN THE CITY OF ROSEVILLE AND ENGEO INCORPORATED, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF
OF THE CITY OF ROSEVILLE

WHEREAS, a first amendment to professional services agreement for on-call materials testing and special inspection services, by and between the City of Roseville and ENGEO Incorporated, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said amendment is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED, that the City Manager or his designee is authorized to execute two (2) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Project: On-Call Materials Testing and Special Inspection Services

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (“CITY”), and ENGEO Incorporated, a California corporation (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated March 7, 2018 (“Agreement”) regarding On-Call Materials Testing and Special Inspection Services (“Project”); and

WHEREAS, CITY desires to amend the Agreement to extend the term of the AGREEMENT by one (1) year; and

WHEREAS, CONSULTANT is willing and able to provide such additional services.

NOW, THEREFORE, the parties agree as follows:

1. EXHIBIT B to the Agreement is replaced with the revised compensation rates attached hereto as EXHIBIT “A” and incorporated herein by reference.
2. Paragraph 2 of the Agreement is amended by adding an additional paragraph to read as follows:

"CITY exercises its option to renew the Agreement for one (1) additional year.

Therefore, the term of this Agreement is hereby extended to December 31, 2019."

3. Paragraph 3 of the Agreement is amended to read as follows:

"Total compensation shall not exceed four hundred thousand dollars
(\$400,000.00)."

4. All other provisions of the Agreement shall remain unchanged and in full force
and effect.

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

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ENGEO INCORPORATED, a California
corporation

BY: 
its: President

SIGNATURES CONTINUED ON NEXT PAGE

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: 
its: Treasurer

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

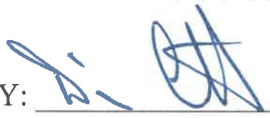
BY:  _____
DION LOUTHAN
Parks, Recreation and Libraries Director

EXHIBIT “A”

PREFERRED CLIENT FEE SCHEDULE PROFESSIONAL SERVICES

Effective April 2018

President	\$365.00 per hour
Principal Engineer/Geologist/Seismologist.....	\$280.00 per hour
Associate Engineer/Geologist/Seismologist.....	\$235.00 per hour
Senior Engineer/Geologist/Seismologist.....	\$210.00 per hour
Project Engineer/Geologist/Seismologist.....	\$188.00 per hour
Environmental Scientist.....	\$176.00 per hour
Staff Engineer/Geologist/Seismologist.....	\$167.00 per hour
Assistant Engineer	\$139.00 per hour
Construction Services Manager.....	\$165.00 per hour
Senior Field Representative II.....	\$146.00 per hour*/**
Senior Field Representative I.....	\$130.00 per hour*/**
Field Representative	\$120.00 per hour*/**
Environmental Technician.....	\$126.00 per hour*/**
Senior Laboratory Technician.....	\$150.00 per hour
Laboratory Technician.....	\$135.00 per hour
Senior CAD Specialist.....	\$145.00 per hour
CAD Specialist	\$132.00 per hour
GIS Analyst.....	\$150.00 per hour
Network Administrator.....	\$195.00 per hour
Project Assistant.....	\$116.00 per hour

* Two-hour minimum portal to portal.

* **OVERTIME RATES:** Rates increased by factor of 1.5 for all hours worked in excess of eight (8) Monday through Friday, and the first eight (8) hours worked on Saturday. Rates increased by factor of 2.0 for all hours worked in excess of twelve (12) Monday through Friday, all hours worked in excess of eight (8) on Saturday and all hours worked on Sunday and holidays.

** For Prevailing Wage projects, increase the hourly rate by \$15.

** Rates increased by factor of 1.25 for night shift hours (hours commencing after 4:00 p.m. or before 4:00 a.m.); rates increased by factor of 1.875 (an additional factor of 1.5) for all night shift hours in excess of eight (8).

ADDITIONAL SERVICES OFFERED

In addition to our core services of geotechnical, hydrologic and environmental engineering, including construction-phase testing and observation, ENGEO provides clients with services for establishment and management of Geologic Hazard Abatement Districts (GHAD) and for Entitlement and Permitting Support (EPS). For more information about these services and associated pricing, please contact ENGEO at (925) 866-9000.

OTHER FEES

- Equipment and materials will be charged in addition to the above hourly rates.
- Outside Consultants, Subcontracted Services and Equipment Rental Cost plus 20%
- Deposition, Mediation, Arbitration, or Court Appearance (Minimum Charge)..... \$2,000.00 half day, \$4,000.00 full day

TERMS

Invoices will be submitted at completion of work or at approximately four week intervals and are due and payable upon receipt. Statements will be issued at monthly intervals. Charges not paid within 30 days of invoice date will accrue a late charge at a rate of 1.5 percent per month. In the event it becomes necessary to commence suit to collect amount due, Client agrees to pay attorney's fees and costs, as the court may deem reasonable until amount is paid. Fees will be applicable for one year from the effective date above; thereafter, fees will be adjusted annually. Our fees will be billed using an invoice format produced by a standardized accounting software package. A more customized itemization of charges and backup data will be provided upon Client's requests, but at additional fees. Final reports may be withheld until outstanding invoices are paid in full.

Many risks potentially affect ENGEO by virtue of entering into this agreement to perform services on behalf of client. A principal risk is the potential for human error by ENGEO. For client to obtain the benefit of a fee that includes a nominal allowance for dealing with our liability, client agree to limit ENGEO's liability to Client and all other parties for claims arising out of our performance of the services described in the agreement. The aggregate liability will not exceed \$50,000 (or ENGEO's fee, whichever is greater, but not more than \$1,000,000) for professional acts, errors, or omissions, including attorney's fees and costs that may be awarded to the prevailing party and client agrees to indemnify and hold harmless ENGEO from and against all liabilities in excess of the monetary limit established above.

EQUIPMENT AND MATERIALS CHARGES

DESCRIPTION	COST PER UNIT (\$)	UNIT
Air Content Meter	7.00	hour
Bailers (Disposable)	8.00	each
Concrete Crack Monitor	20.00	each
Coring Machine	25.00	hour
Electronic Water Level Indicator	5.00	hour
Engineering Analysis Software	25.00	hour
Equipment Transport(er)	100.00	hour
Exploration Equipment (Percussion Penetrometer)	50.00	hour
Floor Flatness/Floor Level Equipment	20.00	hour
Generator	15.00	hour
GIS Website Portal Maintenance	100.00	month
GPR/GPS Handheld Device	10.00	hour
GPR/GPS/Drone Survey Grade Equipment	250.00	hour
Hand Auger and Soil Sampler	15.00	hour
Hydraulic Pull-Test Equipment	25.00	hour
Interface Probe	2.00	hour
Magnetic Particle Test Equipment	25.00	hour
Moisture Content Test Equipment	6.00	hour
Multi-Parameter Water Meter	15.00	hour
pH Meter/Turbidity Meter	10.00	hour
Photo Ionization Detector	15.00	hour
Pachometer	100.00	hour
Sampling Tubes	10.00	each
Sand Cone Equipment and Material	5.00	hour
Schmidt Hammer	20.00	hour
Skidmore Wilhelm Bolt Tension Calib.	40.00	hour
Slope Inclinator/Settlement Indicator/VW Readout	50.00	hour
Torque Wrench	15.00	hour
Transfer Pump	3.00	hour
Ultrasonic Equipment	50.00	hour
Vapor Emission Test Kit	25.00	kit
Vector Conversion	60.00	conversion
Vehicle, mileage, nuclear gauge, misc. equipment, wireless communication	25.00	hour
Vehicle, mileage, misc. equipment, wireless communication	16.00	hour
Vibration Monitor	1800.00	month
Water Sampling Pumps	20.00	hour
Bridge Toll	actual	actual
Mileage	.78	mile
Parking	actual	actual
AutoCAD, Civil 3D, GIS, Drone Data Processing	25.00	hour
Photocopies Black & White	0.25	each
Photocopies Color 11 x 17	1.50	each
Photocopies Color 8½ x 11	1.00	each
Plot - Black & White	3.00	square foot
Plot - Color	4.00	square foot
Postage	actual	actual
Scan - Black & White	1.50	each
Scan - Color	3.75	each
Telephone	0.50	minute



COUNCIL COMMUNICATION

CC #: 9695
File #: 0109-02

Title: Street Closure Request - Commitment Day 5K Run - January 1, 2019
Contact: Jeff Nereson 916-774-5974 jnereson@roseville.ca.us

Meeting Date: 12/19/2018
Item #: 6.25.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution approving an Agreement for Special Event and Temporary Street Closure with Lifetime Fitness and authorizing the City Manager to execute it. Additionally, approve the following street and lane closures on Tuesday, January 1, 2019 from 8:30 a.m.– 12:00 p.m. for the fourth annual Commitment Day 5K Run presented by Lifetime Fitness:

- Stone Canyon Drive between the residential gate of the Stoneridge subdivision and East Roseville Parkway.
- Westbound lanes two and three from Alexandra Drive to the Lifetime Fitness business entrance on East Roseville Parkway.

BACKGROUND

Lifetime Fitness has submitted a special event application to hold their fourth annual Commitment Day 5k Fun Run event on Tuesday, January 1, 2019. This event is held in several locations throughout the United States to encourage people to make a commitment to a healthy way of life in the new year. This family-friendly event expects 300 – 400 attendees in Roseville and is open to both Lifetime Fitness members and the general public. Although staff is requesting lane and street closures until 12:00 p.m., Public Works staff will monitor the flow of the event and will open up streets and traffic lanes earlier, if possible. Additionally, the event organizers will be required to get approval from the homeowners association (HOA) for closure of the residential gate of the Stoneridge subdivision during this event.

Street closure information will be posted to the City of Roseville website.

FISCAL IMPACT

There will be no fiscal impact to City budgets for this event. All costs associated with this event for City services will be reimbursed by Lifetime Fitness.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The proposed Street Closure Agreement outlines applicant and City responsibilities for proposed temporary street closures required to safely accommodate the event. The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Because the request for approval of the Temporary Street Closure Agreement does not include the potential for a significant environmental effect, it is not subject to CEQA and no further action is required.

Respectfully Submitted,

Jeff Nereson, Recreation Superintendent

Dion Louthan, Park, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-508

Street Closure Agreement_Commitment Day Fun Run

RESOLUTION NO. 18-508

APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND LIFETIME
FITNESS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Special Event and Temporary Street Closure regarding the Commitment Day Fun Run, between the City of Roseville and Lifetime Fitness, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

AGREEMENT FOR SPECIAL EVENT AND

TEMPORARY STREET CLOSURE

Event: Commitment Day Fun Run

THIS AGREEMENT is made and entered into this 19th day of November, 2018, by and between the City of Roseville, a municipal corporation ("CITY"), and Lifetime Fitness, a California corporation ("PROMOTER"); and

W I T N E S S E T H:

WHEREAS, PROMOTER has requested the closure of certain public streets for the Commitment Day Fun Run ("Event") to be held on Tuesday, January 1, 2019; and

WHEREAS, CITY approves said request subject to the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

1. PROMOTER shall comply with all applicable provisions of the Roseville Municipal Code.
2. The following streets may be closed to traffic between 8:30 a.m.; and 12:00 p.m. on Tuesday, January 1, 2019:
 - a. Stone Canyon Drive, between the residential gate of the Stone Ridge subdivision and East Roseville Parkway.
3. The following lanes may be closed to traffic on Tuesday, January 1, 2019:

a. Westbound lanes two and three from Alexandra Drive to Lifetime Fitness business entrance on East Roseville Parkway from 8:30 a.m. to 12:00 p.m.

4. Adequate barriers and warning signs, as requested by the Public Works Director/City Engineer, shall be placed by City personnel at all street entrances and alleys leading into the closed area. No markings of any kind will be permitted on the street, street lights, or electrical poles.

5. All debris, booths, exhibits, or other materials resulting from the Event shall be completely removed and all streets and alleyways shall be reopened to traffic by 11:00 a.m. on the date of the Event.

6. PROMOTER shall notify in writing all businesses, located on the streets to be closed, of the Event and planned street closure not later than five (5) days in advance of the Event.

7. To the fullest extent allowed by law, PROMOTER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from, arising out of or in connection with the Event or the attendant street and/or garage closures, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

PROMOTER's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

8. The PROMOTER shall obtain insurance covering the Event in accordance with the attached insurance requirements, which are incorporated herein by this reference.

9. CITY reserves the right to cancel this Agreement if PROMOTER has knowingly made a false statement of material fact or has knowingly omitted to state a material fact to CITY.

10. No alcoholic beverages shall be sold on City streets or property.

11. PROMOTER shall reimburse CITY for all staff costs incurred relating to the Event including, but not limited to, street closure costs.

12. Either party may terminate this Agreement by giving the other party ten (10) days advance written notice.

13. PROMOTER shall obtain security services for the Event. In the event PROMOTER desires to retain Roseville Police Officers (instead of a private security provider) for provision of security for the Event, PROMOTER shall, prior to the Event, enter into a Supplemental Law Enforcement Services Agreement with CITY.

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

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ROSEVILLE, a
municipal corporation

LIFETIME FITNESS, a
California corporation

BY: _____
DOMINICK CASEY
City Manager

BY: _____
its: General Manager
and

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

BY: _____
its: _____

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
DION LOUTHAN
Parks, Recreation & Libraries Director



COUNCIL COMMUNICATION

CC #: 9707

File #: 0201-01 & 0206-03 & 0206-08

Title: Community Facilities Districts/Lighting and Landscaping Districts True-Up to Levies - Budget Adjustment
Contact: Teri Quinlan 916-774-5479 tquinlan@roseville.ca.us

Meeting Date: 12/19/2018

Item #: 6.26.

RECOMMENDATION TO COUNCIL

The Finance Department recommends the City Council adopt an ordinance to approve the attached budget adjustment to carry forward the City's Community Facility District's (CFD) and Landscaping and Lighting District's (LLD) budgets for unspent encumbrances as well as for four improvement projects.

BACKGROUND

Budget adjustments are being recommended to carry forward the City's Community Facility District's (CFD) and Landscaping and Lighting District's (LLD) budgets for unspent encumbrances as well as for four improvement projects. In addition, after a review of all the CFD and LLD fiscal year 2018-19 budgets, multiple items were identified as needing adjustments to true-up to the FY2018-19 tax levies that were submitted to Placer County (County) for the property tax roll. These adjustments include:

- Item #1: Budget adjustments are recommended to carry forward budgets for unspent encumbrances for CFD/LLDs as well as for four improvement projects that were not budgeted in FY2018-19, but are needed in the districts. This recommended budget adjustment is funded from fund balances.
- Item #2: Budget adjustments are recommended to align the budgets with the FY2018-19 final tax levies that were submitted to the County. Some of the line items were underestimated when the budgets were developed. The actual tax levies were not finalized until July. There are funds available to cover the expenses in each district's respective fund balance.
- Item #3: Budget adjustments are recommended to increase consultant services expenditure budgets. The actual cost of consultant services was not available prior to the adoption of the FY2018-19 budget. There are adequate funds available to cover the expenses in each district's respective fund balance.
- Item #4: Budget adjustments are recommended to increase expenditure authority to reflect the final levy. The final levy was not available prior to the adoption of the FY2018-19 budget. There are adequate funds available to cover the expenses in each district's

respective fund balance.

- Item #5: Budget adjustments are recommended to increase expenditure authority to reflect the final levy. The final levy was not available prior to the adoption of the FY2018-19 budget. There are adequate funds available to cover the expenses in each district's respective fund balance.
- Item #6: A budget adjustment is recommended for Westbrook CFD No. 1. The tax levy is not finalized until July. The amounts of "Pay as You Go" (PAYGO) funds for each district were unknown at the time of budget development. The FY2018-19 Westbrook CFD No. 1 budget includes \$55,107.00 for PAYGO that needs to be moved from the bonded fund/org key of 700/00731 to the improvement fund/org key of 300/00358 in order to reimburse the developer for CFD approved infrastructure.
- Item #7: A budget adjustment is recommended for Westpark CFD No. 1. The actual tax levy is not finalized until July. The amount of PAYGO funds of each district were unknown at the time of budget creation. The FY2018-19 Westpark CFD No. 1 budget includes \$741,963.00 for PAYGO that needs to be moved from the bonded fund/org key of 700/00753 to the improvement fund/org key of 300/00350 in order to reimburse the developer for CFD approved infrastructure.
- Item #8: Due to the timing of when the budgets are developed and when the tax levies are finalized, certain amounts are estimated. The CFD #3 final tax levy and the associated transfer to Transit were more than originally estimated by \$653,678.00 and \$10,040.00, respectively.

FISCAL IMPACT

There are sufficient fund balances in all the identified CFDs and LLDs to accommodate the budget adjustments. The impact of the budget adjustments on fund balance of the General Fund is a net increase of \$643,638.00.

ECONOMIC DEVELOPMENT / JOBS CREATED

Approval of this budget adjustment is not expected to result in measurable economic development activity or job creation.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines Section 15061(b)(3)). Budget adjustments do not include the potential for a significant environmental effect, and therefore are not subject to CEQA.

Respectfully Submitted,

Teri Quinlan, Financial Analyst

Dennis Kauffman, Finance Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6041

Community Facilities Districts True-Up to Levies Budget Adjustment

ORDINANCE NO. 6041

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2018-19, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for true-ups to the FY2018-19 levies for the Community Facilities Districts and Landscaping and Lighting Districts, per the request of the Finance Department, as listed on the attached Request for Budget Adjustment and resulting in a net increase in the amount of \$643,638.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this
_____ day of _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

FINANCE DEPARTMENT

Instructions: Complete all necessary fields. If you have questions or need assistance preparing this form, please contact the budget team @ BudgetTeam@roseville.ca.us

REQUESTER NAME & TITLE: Jeannine Thrash, Analyst

[A.R. 6.01 Budget Adjustment Policy & Procedure](#)

DEPARTMENT/DIVISION: Finance/Accounting

For more detailed budget adjustment training information, including examples, please click on the following link

FISCAL YEAR: FY 2018-19 EFFECTIVE DATE: 12/19/2018

PROPOSED COUNCIL DATE (if applicable): Wednesday, December 19, 2018

[Miscellaneous Budget Training Information](#)

Use of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
25,000.00	00775	5961	200			Improvements to the Mahan Park snack bar.
30,000.00	00775	5961	200			Renovation projects.
3,275.00	00683	5341	200			Major irrigation repairs needed.
10,000.00	00689	5341	200			Extra work needed by December 31, 2018
11,558.00	00721	5341	200			Riverside Monument sign replacement. Budgeted in FY2018, but work not complete until September.
23,961.00	00775	5961	200			Shade structure budgeted in FY18 but not completed. Expect completion in FY19.
2,337.00	00770	5341	200			Grid Pruning delayed/stay of cycle-Budgeted FY18-Spend in FY19
4,883.00	00776	5341	200			Grid Pruning delayed/stay of cycle-Budgeted FY18-Spend in FY19
4,580.00	00771	5341	200			Grid Pruning delayed/stay of cycle-Budgeted FY18-Spend in FY19
2,225.00	00696	5341	200			Grid Pruning delayed/stay of cycle-Budgeted FY18-Spend in FY19
13,149.00	00698	5341	200			Grid Pruning delayed/stay of cycle-Budgeted FY18-Spend in FY19
10,052.00	00682	5341	200			Grid Pruning delayed/stay of cycle-Budgeted FY18-Spend in FY19
1,118.00	00680	5341	200			Grid Pruning delayed/stay of cycle-Budgeted FY18-Spend in FY19
2,896.00	00721	5341	200			Grid Pruning delayed/stay of cycle-Budgeted FY18-Spend in FY19
4,179.00	00767	5341	200			Grid Pruning delayed/stay of cycle-Budgeted FY18-Spend in FY19
949.00	00773	5341	200			Grid Pruning delayed/stay of cycle-Budgeted FY18-Spend in FY19
11,157.00	00769	5341	200			Grid Pruning delayed/stay of cycle-Budgeted FY18-Spend in FY19
\$ 161,319.00	TOTAL					

Source of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
161,319.00			200			Reduce Available Resources
\$ 161,319.00	TOTAL					

Justification for Budget Adjustment:

Budget adjustment is recommended to carry forward budget from unspent encumbrances for CFD/LLDs as well as four improvement projects that were not budgeted in FY2018-19, but are needed in the districts. This recommended budget adjustment is funded from fund balances.

Jeannine Thrash	<u>11/26/2018</u>		<u>11/27/18</u>
PREPARED BY (PRINTED NAME)	DATE	PREPARED BY SIGNATURE	DATE

REQUIRED APPROVALS:			
	<u>11/28/18</u>		<u>11/28/18</u>
REQUESTING DEPARTMENT HEAD DESIGNEE	DATE	BUDGET MANAGER/DESIGNEE	DATE
	<u>11/28/18</u>		
FINANCE DIRECTOR / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

Instructions: Complete all necessary fields. If you have questions or need assistance preparing this form, please contact the budget team @ BudgetTeam@roseville.ca.us

REQUESTER NAME & TITLE: Jeannine Thrash, Analyst

DEPARTMENT/DIVISION: Finance/Accounting

FISCAL YEAR: FY 2018-19 EFFECTIVE DATE: 12/19/2018

PROPOSED COUNCIL DATE (if applicable): Wednesday, December 19, 2018

[A.R. 6.01 Budget Adjustment Policy & Procedure](#)

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[Miscellaneous Budget Training Information](#)

Use of Funds:

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
2,321.00	00696	8900	200			Transfer Out to Fund 219 (Open Space)
2,144.00	00697	8900	200			Transfer Out to Fund 219 (Open Space)
452.00	00699	8900	200			Transfer Out to Fund 219 (Open Space)
4,513.00	00224	8900	200			Transfer Out to Fund 224 (Stormwater/Drainage Maint.)
10,000.00	00725	5102	200			Contract Maintenance-Landscape
537.00	00770	5701	200			County administrative Fees
1,730.00	00771	5701	200			County administrative Fees
30.00	00773	5102	200			Contract Maintenance-Landscape
192.00	00773	5701	200			County Administrative Fees
39,300.00	00775	5102	200			Contract Maintenance-Landscape
1,745.00	00775	5701	200			County administrative Fees
10,000.00	00778	5704	200			Sinking Fund Long-Term Expenditures
4,917.00			219			Increase Available Resources
4,513.00			224			Increase Available Resources
\$ 82,394.00	TOTAL					

Source of Funds:

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
72,964.00			200			Reduce Available Resources
2,321.00	00219	3900	219			Transfer In from Fund 200 (LLD/SD Fund)
2,144.00	00219	3900	219			Transfer In from Fund 200 (LLD/SD Fund)
452.00	00219	3900	219			Transfer In from Fund 200 (LLD/SD Fund)
4,513.00	00224	3900	224			Transfer In from Fund 200 (LLD/SD Fund)
\$ 82,394.00	TOTAL					

Justification for Budget Adjustment:

Adjustments are recommended to align the IFAS budgets with the FY2018-19 final levy budgets that were submitted to the County. Some of the line items were underestimated when the budgets were entered into IFAS in February. The actual levy budgets were not finalized until July. There are funds available to cover the expenses in each district's respective fund balance.

Jeannine Thrash

11/26/2018

PREPARED BY (PRINTED NAME)

DATE

PREPARED BY SIGNATURE

DATE

REQUIRED APPROVALS:

REQUESTING DEPARTMENT HEAD / DESIGNEE

DATE

BUDGET MANAGER / DESIGNEE

DATE

FINANCE DIRECTOR / DESIGNEE

DATE

CITY MANAGER / DESIGNEE

DATE



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

Instructions: Complete all necessary fields. If you have questions or need assistance preparing this form, please contact the budget team @ BudgetTeam@roseville.ca.us

REQUESTER NAME & TITLE: Jeannine Thrash, Analyst

DEPARTMENT/DIVISION: Finance/Accounting

FISCAL YEAR: FY 2018-19 EFFECTIVE DATE: 12/19/2018

PROPOSED COUNCIL DATE (if applicable): Wednesday, December 19, 2018

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[Miscellaneous Budget Training Information](#)

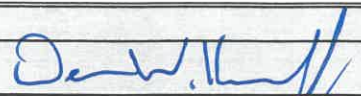
Use of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
358.00	00723	5700	200			Other fees (Consulting expenses)
536.00	00779	5700	200			Other fees (Consulting expenses)
5,967.00	00770	5700	200			Other fees (Consulting expenses)
5,619.00	00771	5700	200			Other fees (Consulting expenses)
1,121.00	00778	5700	200			Other fees (Consulting expenses)
1,322.00	00696	5700	200			Other fees (Consulting expenses)
1,221.00	00697	5700	200			Other fees (Consulting expenses)
3,065.00	00698	5700	200			Other fees (Consulting expenses)
87.00	00699	5700	200			Other fees (Consulting expenses)
2,968.00	00774	5700	200			Other fees (Consulting expenses)
2,764.00	00722	5700	200			Other fees (Consulting expenses)
521.00	00768	5700	200			Other fees (Consulting expenses)
416.00	00725	5700	200			Other fees (Consulting expenses)
2,072.00	00773	5700	200			Other fees (Consulting expenses)
3,932.00	00769	5700	200			Other fees (Consulting expenses)
1,091.00	00720	5700	200			Other fees (Consulting expenses)
477.00	00693	5700	200			Other fees (Consulting expenses)
390.00	00694	5700	200			Other fees (Consulting expenses)
456.00	00695	5700	200			Other fees (Consulting expenses)
584.00	00684	5700	200			Other fees (Consulting expenses)
378.00	00685	5700	200			Other fees (Consulting expenses)
311.00	00686	5700	200			Other fees (Consulting expenses)
10.00	00687	5700	200			Other fees (Consulting expenses)
571.00	00688	5700	200			Other fees (Consulting expenses)
218.00	00689	5700	200			Other fees (Consulting expenses)
214.00	00690	5700	200			Other fees (Consulting expenses)
3,334.00	00682	5700	200			Other fees (Consulting expenses)
167.00	00683	5700	200			Other fees (Consulting expenses)
967.00	00680	5700	200			Other fees (Consulting expenses)
88.00	00681	5700	200			Other fees (Consulting expenses)
1,019.00	00721	5700	200			Other fees (Consulting expenses)
1,693.00	00772	5700	200			Other fees (Consulting expenses)
\$ 43,937.00	TOTAL					

Source of Funds:

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
43,937.00			200			Reduce Available Resources
\$ 43,937.00	TOTAL					

Justification for Budget Adjustment:

Adjustments are recommended to increase consultant services expenditure authority. The actual cost of consultant services was not available prior to the adoption of the FY2018-19 budget. There are adequate funds available to cover the expenses in each district's respective fund balance.

Jeannine Thrash		11/26/2018				11-27-18	
PREPARED BY (PRINTED NAME)		DATE		PREPARED BY SIGNATURE		DATE	
REQUIRED APPROVALS:							
		11/28/18				11-28-18	
REQUESTING DEPARTMENT HEAD / DESIGNEE		DATE		BUDGET MANAGER / DESIGNEE		DATE	
		11/28/18					
FINANCE DIRECTOR / DESIGNEE		DATE					
				CITY MANAGER / DESIGNEE		DATE	



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

Instructions: Complete all necessary fields. If you have questions or need assistance preparing this form, please contact the budget team @ BudgetTeam@roseville.ca.us

REQUESTER NAME & TITLE: Jeannine Thrash, Analyst

DEPARTMENT/DIVISION: Finance/Accounting

FISCAL YEAR: FY 2018-19 EFFECTIVE DATE: 12/19/2018

PROPOSED COUNCIL DATE (if applicable): Wednesday, December 19, 2018

[A.R. 6.01 Budget Adjustment Policy & Procedure](#)

For more detailed budget adjustment training information, including examples, please click on the following link

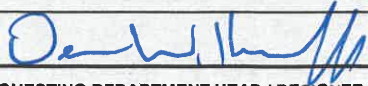
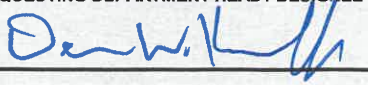
[Miscellaneous Budget Training Information](#)

Use of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
305,275.00	00731	8101	700			Debt Service-Interest
200.00	00731	8140	700			Fiscal Agent Fees
5,245.00	00731	8144	700			County Administrative Fees
1,780.00	00731	8145	700			Other Fees (State transparency report/other disclosure fees)
663.00	00733	8144	700			County Administrative Fees
140.00	00733	8145	700			Municipal Disclosure Fee
500.00	00733	5998	700			Other Administrative Expenses
1,591.00	00734	8144	700			County Auditor Fees
2,325.00	00734	8145	700			Other Fees (State transparency report/other disclosure fees)
970.00	00742	8140	700			Fiscal Agent Fees
290.00	00742	8145	700			Other Fees (Consulting Expenses)
\$ 318,979.00	TOTAL					

Source of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
318,979.00			700			Reduce Available Resources
\$ 318,979.00	TOTAL					

Justification for Budget Adjustment:

Adjustments are recommended to increase expenditure authority to reflect final levy. The final levy was not available prior to the adoption of the FY2018-19 budget. There are adequate funds available to cover the expenses in each district's respective fund balance.

Jeannine Thrash	11/26/2018		11-27-18
PREPARED BY (PRINTED NAME)	DATE	PREPARED BY SIGNATURE	DATE
REQUIRED APPROVALS:			
	11/28/18		11-28-18
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	BUDGET MANAGER / DESIGNEE	DATE
	11/28/18		
FINANCE DIRECTOR / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

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REQUESTER NAME & TITLE: Jeannine Thrash, Analyst

DEPARTMENT/DIVISION: Finance/Accounting

FISCAL YEAR: FY 2018-19 EFFECTIVE DATE: 12/19/2018

PROPOSED COUNCIL DATE (if applicable): Wednesday, December 19, 2018

[A.R. 6.01 Budget Adjustment Policy & Procedure](#)

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[Miscellaneous Budget Training Information](#)

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
1,070.00	00748	8140	700			Fiscal Agent Fees
402.00	00748	8145	700			Other Fees (State transparency report/other disclosure fees)
237.00	00751	8145	700			Other Fees (State transparency report)
1,650.00	00752	8145	700			Other Fees (State transparency report/other disclosure fees)
8,904.00	00753	8144	700			County Administrative Fees
250.00	00753	8145	700			Other Fees (Consulting expenses)
1,900.00	00754	8145	700			Other Fees (State transparency report)
2.00	00757	8144	700			County Auditor Fees
1,436.00	00757	8145	700			Other Fees (Consulting Expenses)
1,650.00	00757	8145	700			Other Fees (State transparency report/other disclosure fees)
15.00	00758	8144	700			County Auditor Fees
83.00			224			Increase Available Resources
83.00	00224	8900	700			Transfer Out to Fund 224 (Stormwater/Drainage Maint.)
295.00	00759	8144	700			County Auditor Fees
195.00	00759	8145	700			Other Fees (Disclosure reporting fee)
34.00	00758	8145	700			Other Fees (Consulting expenses)
4,021.00	00767	8145	700			Other Fees (Consulting expenses)
22,227.00	TOTAL					

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
22,144.00			700			Reduce Available Resources
83.00	00224	3900	224			Transfer In from Fund 700 (Agency Funds)
22,227.00	TOTAL					

Justification for Budget Adjustment:

Adjustments are recommended to increase expenditure authority to reflect final levy. The final levy was not available prior to the adoption of the FY2018-19 budget. There are adequate funds available to cover the expenses in each district's respective fund balance.

Jeannine Thrash	11/26/2018		11-27-18
PREPARED BY (PRINTED NAME)	DATE	PREPARED BY SIGNATURE	DATE

REQUIRED APPROVALS:			
	11/28/18		11-28-18
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	BUDGET MANAGER / DESIGNEE	DATE
	11/28/18		
FINANCE DIRECTOR / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

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REQUESTER NAME & TITLE: Jeannine Thrash, Analyst

DEPARTMENT/DIVISION: Finance/Accounting

FISCAL YEAR: FY 2018-19 EFFECTIVE DATE: 12/19/2018

PROPOSED COUNCIL DATE (if applicable): Wednesday, December 19, 2018

[A.R. 6.01 Budget Adjustment Policy & Procedure](#)

For more detailed budget adjustment training information, including examples, please click on the following link

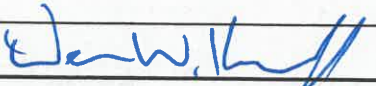
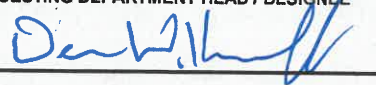
[Miscellaneous Budget Training Information](#)

Use of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
55,107	00358	6130	300			Developer Payment
55,107	00731	8900	700			Transfer Out to Fund 300-00358 (Capital Projects Funds)
110,214	TOTAL					

Source of Funds:						
Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
55,107	00358	3900	300			Transfer In from Fund 700-00731 (Agency Funds)
55,107	00731		700			Available Resources
110,214	TOTAL					

Justification for Budget Adjustment:

The actual levy budgets are not finalized until July. There were no pay-go funds input at the time since the amounts for each district were unknown at the time of budget creation. The FY2018-19 Westbrook CFD No. 1 budget includes \$55,107 for Pay as you go (PAYGO) that needs to be moved from the bonded fund/org key of 700/00731 to the improvement fund/org key of 300/00358 in order to reimburse the developer for CFD approved infrastructure.

Jeannine Thrash		<u>11/26/2018</u>				<u>11-27-18</u>	
PREPARED BY (PRINTED NAME)		DATE		PREPARED BY SIGNATURE		DATE	
REQUIRED APPROVALS:							
		<u>11/28/18</u>				<u>11-28-18</u>	
REQUESTING DEPARTMENT HEAD / DESIGNEE		DATE		BUDGET MANAGER / DESIGNEE		DATE	
		<u>11/28/18</u>					
FINANCE DIRECTOR / DESIGNEE		DATE		CITY MANAGER / DESIGNEE		DATE	



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

Instructions: Complete all necessary fields. If you have questions or need assistance preparing this form, please contact the budget team @ BudgetTeam@roseville.ca.us

REQUESTER NAME & TITLE: Jeannine Thrash, Analyst

DEPARTMENT/DIVISION: Finance/Accounting

FISCAL YEAR: FY 2018-19 EFFECTIVE DATE: 12/19/2018

PROPOSED COUNCIL DATE (if applicable): Wednesday, December 19, 2018

[A.R. 6.01 Budget Adjustment Policy & Procedure](#)

For more detailed budget adjustment training information, including examples, please click on the following link

[Miscellaneous Budget Training Information](#)

Use of Funds:

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
741,963	00350	6130	300			Developer Payment
741,963	00753	8900	700			Transfer Out to Fund 300 -00350 (Capital Projects Fund)
1,483,925	TOTAL					

Source of Funds:

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
741,963	00350	3900	300			Transfer In from Fund 700-00753 (Agency Funds)
741,963	00753		700			Available Resources
1,483,925	TOTAL					

Justification for Budget Adjustment:

The actual levy budgets are not finalized until July. There were no pay-go funds input at the time since the amounts for each district were unknown at the time of budget creation. The FY2018-19 Westpark CFD No. 1 budget includes \$741,963 for Pay as you go (PAYGO) that needs to be moved from the bonded org key/fund of 00753/700 to the improvement org key/fund of 00350/300 in order to reimburse the developer for CFD approved infrastructure.

Jeannine Thrash

11/26/2018

PREPARED BY (PRINTED NAME)

DATE

PREPARED BY SIGNATURE

DATE

REQUIRED APPROVALS:

Don W. Thrash 11/28/18

REQUESTING DEPARTMENT HEAD / DESIGNEE DATE

Don W. Thrash 11/28/18

FINANCE DIRECTOR / DESIGNEE DATE

[Signature] 11/28/18

BUDGET MANAGER / DESIGNEE DATE

[Signature] 11/28/18

CITY MANAGER / DESIGNEE DATE



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

Instructions: Complete all necessary fields. If you have questions or need assistance preparing this form, please contact the budget team @ BudgetTeam@roseville.ca.us

REQUESTER NAME & TITLE: Jeannine Thrash, Analyst
DEPARTMENT/DIVISION: Finance/Accounting
FISCAL YEAR: FY 2018-19 EFFECTIVE DATE: 12/19/2018
PROPOSED COUNCIL DATE (if applicable): Wednesday, December 19, 2018

[A.R. 6.01 Budget Adjustment Policy & Procedure](#)

For more detailed budget adjustment training information, including examples, please click on the following link

[Miscellaneous Budget Training Information](#)

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
653,678	00777	8900	200			Transfer Out to Fund 100 (General Fund)
6,534	00777	5701	200			County Administrative Fees
6,240	00777	5700	200			Other Fees (Consulting Fees)
(5,777)			200			Reduce Available Resources
643,648			100			Increase Available Resources
10,040	00100	8900	100			Transfer Out to Fund 440 (Transit)
10,040			440			Increase Available Resources
1,324,403.00	TOTAL					

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
660,675	00777	3090	200			Special Assessments
653,678	00100	3900	100			Transfer In from Fund 200 -00777 (LLD/SD)
10,040	00440	3900	440			Transfer In from Fund 100 (General Fund)
1,324,393.00	TOTAL					

Justification for Budget Adjustment:

Due to the timing of when the levies are created and when the budgets are entered into IFAS, the numbers have to be estimated. CFD #3 final levy was more than was originally was being anticipated. Also the amount budgeted for Transit was estimated lower than the final amount. The funds come from the CFD #3 revenue brought into the General Fund.

Jeannine Thrash 11/26/2018

PREPARED BY (PRINTED NAME) DATE

PREPARED BY SIGNATURE

DATE

REQUIRED APPROVALS:

REQUESTING DEPARTMENT HEAD / DESIGNEE

DATE

BUDGET MANAGER / DESIGNEE

DATE

FINANCE DIRECTOR / DESIGNEE

DATE

CITY MANAGER / DESIGNEE

DATE



COUNCIL COMMUNICATION

CC #: 9718

File #: 0201-01 7 & 0800-05

Title: Information Technology - Budget Adjustment
Contact: Roger Root 916-774-5120 rroot@roseville.ca.us

Meeting Date: 12/19/2018

Item #: 6.27.

RECOMMENDATION TO COUNCIL

Staff recommends Council approve the budget adjustment in the amount of \$728,000 for Information Technology (IT) Rehab from FY2017-18 to FY2018-19.

BACKGROUND

In December of 2017, Council approved additional funding to the IT Rehab account for MDC replacement, Document Management Replacement and the implementation of a Single Sign-on/Multifactor Authentication software. The funding for these projects are currently allocated in the FY2017-18 IT Rehab fund; however, the implementation and execution of these projects are multiyear with the majority of the purchasing and project work taking place in FY2018-19. This requires that a budget adjustment be approved to roll the funds into the FY 2018-19 budget.

FISCAL IMPACT

There is no fiscal impact as a result of this budget adjustment. Funds have already been approved in the past fiscal year, but need to be budgeted in the current fiscal year.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical changes in the environment (CEQA Guidelines §15061(B)(3)). A budget adjustment does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Roger Root, IT Program Manager - Strategic Planning & Digital Communication

Hong Sae, Chief Information Officer

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely belonging to Dominick Casey.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6044

Budget Adjustment

ORDINANCE NO. 6044

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2018-19, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Information Technology (IT) Rehab account, per request of the Information Technology Department, as listed on the attached Request for Budget Adjustment, in the amount of \$728,800.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this
_____ day of _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

Instructions: Complete all necessary fields. If you have questions or need assistance preparing this form, please contact the budget team @ BudgetTeam@roseville.ca.us

REQUESTER NAME & TITLE: Roger Root
DEPARTMENT/DIVISION: IT / Strategic Planning & Digital Communication
FISCAL YEAR: FY2018-19 EFFECTIVE DATE: 12/19/2018
PROPOSED COUNCIL DATE (if applicable): 12/19/2018

[A.R. 6.01 Budget Adjustment Policy & Procedure](#)

For more detailed budget adjustment training information, including examples, please click on the following link

[Miscellaneous Budget Training Information](#)

USE OF FUNDS

AMOUNT	ACCOUNT NUMBER					Account Title / Activity Description
	GL		FUND	JL		
	ORG KEY	OBJECT		PROJECT	ACTIVITY	
29,800	91027	5101	521			T Rehab Project - Single Sign On Implementation
550,000	91027	5216	521			IT Rehab Project - MDC Replacement
149,000	91027	5210	521			IT Rehab Project - Doc. Management Replacement
\$ 728,800	TOTAL					

SOURCE OF FUNDS

AMOUNT		ACCOUNT NUMBER				Account Title / Activity Description	
		GL		FUND	JL		
		ORG KEY	OBJECT		PROJECT		ACTIVITY
728,800			521			Reduce available resources	
\$ 728,800	TOTAL						

Justification for Budget Adjustment:

In December of 2017, Council approved funding allocation to the IT Rehab Fund (521) for the following projects in IT: Single Sign On/Multi-factor authentication, MDC Replacement, and Document Management Software Replacement. Due to lack of IT staffing availability, these projects could not begin until late in fiscal year 2017/2018. As such, the majority of the work and purchasing for these projects will take place in FY18/19.

<u>Root, Roger</u> 12/6/18 PREPARED BY (PRINTED NAME) DATE		<u>T. Zupke</u> 12/6/18 PREPARED BY SIGNATURE DATE	
REQUIRED APPROVALS:			
<u>[Signature]</u> 12/6/2018 REQUESTING DEPARTMENT HEAD / DESIGNEE DATE		<u>Paula Sabo</u> 12/6/18 BUDGET MANAGER / DESIGNEE DATE	
<u>[Signature]</u> 12/6/18 FINANCE DIRECTOR / DESIGNEE DATE		CITY MANAGER / DESIGNEE DATE	



COUNCIL COMMUNICATION

CC #: 9700

File #: 0201-01 & 0704

Title: Interfund Loan Budget Adjustment

Contact: Teri Quinlan 916-774-5479 tquinlan@roseville.ca.us

Meeting Date: 12/19/2018

Item #: 6.28.

RECOMMENDATION TO COUNCIL

The Finance Department recommends that the City Council approve an Ordinance authorizing the attached budget adjustment for the interfund loan from the Automotive Replacement Fund to the Child Care Fund (Loan A41).

BACKGROUND

On May 23, 2018 Council approved Ordinance No. 5968 for the creation of a loan (Loan A41) from the Automotive Replacement Fund (Fund 502) to the Child Care Fund (Fund 401) in the amount of \$822,219. This amount was comprised of two components:

1. \$522,219 in existing loans (Loans A2 and A31) from the Automotive Replacement Fund to the Child Care Fund which were consolidated into Loan A41 and restructured.
2. \$300,000 in a new loan from the Automotive Replacement Fund to the Child Care Fund for the purchase of a modular facility to operate Adventure Club programs at the Orchard Ranch Elementary School campus.

This budget adjustment increases the budget for the additional principal and interest amounts due from the Child Care Fund to the Automotive Replacement Fund in FY19 related to Loan A41.

FISCAL IMPACT

This budget adjustment will result in an increase in the Child Care Fund (Fund 401) appropriations of \$13,956.

ECONOMIC DEVELOPMENT / JOBS CREATED

Approval of the interfund loan budget adjustment is not expected to result in measurable economic development activity or job creation.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines Section 15061(b)(3)). Budget adjustments do not include the potential for a significant environmental effect, and therefore are not subject to CEQA.

Respectfully Submitted,

Teri Quinlan, Financial Analyst

Dennis Kauffman, Finance Director

A handwritten signature in blue ink, consisting of several overlapping loops and a final horizontal stroke.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6039

Budget Adjustment Interfund Loan A41 from Fund 502 to Fund 401

ORDINANCE NO. 6039

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2018-19, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds to increase the interfund loan payment from the Child Care Fund to the Automotive Replacement Fund due to the restructuring of Loan A41, per the request of the Finance Department as listed on the attached Request for Budget Adjustment.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this
_____ day of _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

Instructions: Complete all necessary fields. If you have questions or need assistance preparing this form, please contact the budget team @ BudgetTeam@roseville.ca.us

REQUESTER NAME & TITLE: Teri Quinlan, Financial Analyst

[A.R. 6.01 Budget Adjustment Policy & Procedure](#)

DEPARTMENT/DIVISION: Finance

For more detailed budget adjustment training information, including examples, please click on the following link

FISCAL YEAR: FY2018-19 EFFECTIVE DATE: 12/19/2018

PROPOSED COUNCIL DATE (if applicable): 12/19/2018

[Miscellaneous Budget Training Information](#)

USE OF FUNDS

AMOUNT	ACCOUNT NUMBER					Account Title / Activity Description
	GL		FUND	JL		
	ORG KEY	OBJECT		PROJECT	ACTIVITY	
7,219	00401	8910	401			Increase - Transfer out - loan payments
6,737	00401	8105	401			Increase - Interfund loan - interest
13,956			401			Available resources - Decrease
\$ 27,912	TOTAL					

SOURCE OF FUNDS

AMOUNT	ACCOUNT NUMBER					Account Title / Activity Description
	GL		FUND	JL		
	ORG KEY	OBJECT		PROJECT	ACTIVITY	
7,219	00502	3910	502			Increase - Transfer in - loan payments
6,737	00502	3102	502			Increase - Transfer in -Interest on notes/loans
13,956			502			Available resources - Increase
\$ 27,912	TOTAL					

Justification for Budget Adjustment:

On 6/30/18, Loan A41 was created to consolidate Loans A2 and A31 from Fund 502 to Fund 401 AND to issue a new loan in the amount of \$300,000 from Fund 502 to Fund 401 to fund the Orchard Ranch School Site/Portable. This budget adjustment increases the FY19 budget. See attached.

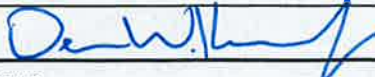
Teri Quinlan 11/26/2018

 11-27-18

PREPARED BY (PRINTED NAME) DATE

PREPARED BY SIGNATURE DATE

REQUIRED APPROVALS:

 11/27/18
REQUESTING DEPARTMENT HEAD / DESIGNEE DATE

 11-28-18
BUDGET MANAGER / DESIGNEE DATE

 11/27/18
FINANCE DIRECTOR / DESIGNEE DATE

CITY MANAGER / DESIGNEE DATE



COUNCIL COMMUNICATION

CC #: 9675

File #: 0707 & 0201-01

Title: Johnson Pool Capital Improvement Project - Budget Adjustment

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

Meeting Date: 12/19/2018

Item #: 6.29.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached ordinance approving a budget adjustment of \$23,435.00 from the Community Development Block Grant (CDBG) funds to the Johnson Pool Accessibility Project (175006) budget to align with past funding allocations.

BACKGROUND

The Johnson Pool Accessibility Project and budget was approved through multiple years of CDBG funding which total \$165,000.00. Additional health and safety renovations to the Johnson Pool are necessary and will be completed through the \$305,200.00 Housing Related-Parks Program grant that was received. In November 2017, the City Council approved the CDBG budget which allocated \$141,565.00 to the Johnson Pool project, Ordinance 5891. These funds are within the CIP and are being carried forward. Prior year commitments to the Johnson Pool project were not carried forward in this year's budget. The proposed budget adjustment of \$23,435.00 is needed to bring the current year's budget amount, funded by CDBG, to the Council-approved amount of \$165,000.00.

FISCAL IMPACT

The source of funds for the CDBG program expenditures for the Johnson Pool Accessibility Project is from federal grant funds. The allocation of CDBG and grant funds result in a direct reduction of costs to the General Fund for the rehabilitation of Johnson Pool. There is no impact to the General Fund associated with this request.

ECONOMIC DEVELOPMENT / JOBS CREATED

Approval of the budget adjustment will not create any new jobs, but does provide overall support to the local construction economy and increases the ability for local workforce to gain short-term employment.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines Section 15061(b)(3)). Budget Adjustments do not include the potential for a significant environmental effect, and therefore this item is not subject to CEQA.

Respectfully Submitted,

Melissa Hagan, Administrative Analyst

Laura Matteoli, Economic Development Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely belonging to Dominick Casey.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6036

BA-CDBG JOHNSON POOL CIP

ORDINANCE NO. 6036

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2018-19, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Johnson Pool Accessibility project, per request of the Economic Development Department, as listed on the attached Request for Budget Adjustment in the amount of \$23,435.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this
_____ day of _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in: A.R. 6.01 Budget Adjustment Policy & Procedure.

REQUESTER*: Melissa Hagan

DEPARTMENT/DIVISION*: Economic Development and Housing

FISCAL YEAR/EFFECTIVE DATE*: FY18-19

PROPOSED COUNCIL DATE (if applicable): 12/19/2018

For more detailed budget adjustment training information, including examples, please click on the following link:

Miscellaneous Budget Training Information.

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
23,435	50202	6130	260	175006	46	CDBG FUNDS FOR JOHNSON POOL PROJECT
\$ 23,435	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
23,435	00260	3750	260	175006	76	CDBG ENTITLEMENT FUND REIMBURSEMENT
\$ 23,435	TOTAL					

FINANCE USE	Approved:				
		11/27/18			11/27/18
	BUDGET MANAGER/DESIGNEE	DATE		Finance Director	Date

Justification for Budget Adjustment*:

Increase budget for Johnson Pool CIP (50202-6130/175006-46) from \$141,565 to \$165,000.

The final budget for the Johnson Pool - Accessibility Project was approved through multiple years of CDBG Action Plan funding to total \$165,000. In November 2017, \$141,565 of CDBG funding was budgeted through Ordinance 5891, based on the 2016 CDBG Action Plan that was approved by Council in May 2016. Prior year commitments to this project were not previously budgeted, so the additional \$23,435 proposed here will bring the current year budget amount funded by CDBG to \$165,000.

Approved:		Approved:	
	11/20/18		
DEPARTMENT HEAD/DESIGNEE	DATE	CITY MANAGER	DATE



COUNCIL COMMUNICATION

CC #: 9703

File #: 0200 & 0201-01

Title: Business License and Transient Occupancy Tax Management and Collection - Professional Consultant Services Agreement Amendment and Budget Adjustment
Contact: Tricia Cheshire 916-774-5328 tcheshire@roseville.ca.us

Meeting Date: 12/19/2018

Item #: 6.30.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve a First Amendment to Agreement for Professional Consultant Services for Short Term Rental Permit management services for a period of December 19, 2018, through February 3, 2021, with HdL Software LLC (HdL) and authorize the City Manager to execute the agreement. Staff also recommends that the City Council adopt an ordinance approving a budget adjustment of \$9,000.00 to increase revenue and expense budgets related to the agreement amendment.

BACKGROUND

The City has a professional services agreement with HdL to manage the business license program and Transient Occupancy Tax (TOT) processing. Staff recommends that the City Council approve an amendment to this agreement to include management of the new Short Term Rental Permit program recently adopted by the City Council on November 28, 2018.

The services provided by HdL will include educating customers, ensuring program compliance, collecting permit fees, and helping customers obtain a business license and pay applicable TOT and business license taxes. They will also provide customer service over the phone, by mail, or online, ensuring customers have multiple ways to ask questions and get a license and permit.

The negotiated basis of payment for these services is 25% of any TOT collected as a result of the Short Term Rental Permit program, with a minimum fee of \$3,500 in the first year and no minimum in subsequent years. While the basis of the fee is a percentage of additional TOT revenues, the TOT is not the funding source for the agreement. Instead, the Short Term Rental permit fee is expected to fully offset this expense.

FISCAL IMPACT

No additional General Fund resources are required to fund these additional services. Short Term

Rental permit revenues are expected to fully offset the cost. Staff estimates that the Short Term Rental program will generate \$9,000 in additional revenues during the remainder of Fiscal Year 2018-19. This amount is comprised of \$8,325 in Short Term Rental permit revenue and \$675 in additional Business Tax revenue. The \$8,325 in permit revenue is expected to fully offset the \$3,500 minimum required to implement the first year cost of the amendment as well as the additional cost to process business licenses.

ECONOMIC DEVELOPMENT / JOBS CREATED

Adoption of this amendment and budget adjustment will not have an impact on economic development or job creation.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). An amendment to an agreement for professional consultant services and a budget adjustment are not a project and do not include the potential for a significant environmental effect, and therefore are not subject to CEQA.

Respectfully Submitted,

Tricia Cheshire, Finance Technician

Dennis Kauffman, Finance Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-516

Professional Consultant Services Agreement Amendment

Ordinance No. 6040

Short Term Rental Budget Adjustment

RESOLUTION NO. 18-516

APPROVING FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES, BY AND BETWEEN HDL SOFTWARE, LLC AND THE CITY
OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON
BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, First Amendment to Agreement for Professional Consultant Services regarding operations management services and business tax operations management services, by and between HDL Software, LLC and City of Roseville, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said first amendment is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
CITY OF ROSEVILLE**

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (“CITY”), and HdL Software LLC, a California limited liability company (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into an Agreement for Professional Consultant Services dated June 20, 2018 (“Agreement”) regarding operations management services and business tax operations management services (“Project”); and

WHEREAS, CITY desires to amend the Agreement to include additional services for Short Term Rental (STR) identification and monitoring as described in CONSULTANT’s scope of services/proposal, which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, CONSULTANT is willing and able to provide such additional services.

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide additional services as described in Exhibit “A” “SCOPE OF SERVICES” of this First Amendment to Agreement.

2. CONSULTANTs fee for performing STR related services shall be 25% of the total STR revenues collected. Fees during the first year of the contract shall not be less than

\$3,500.00. CONSULTANTs fee for subsequent years shall not exceed 25% of the total STR revenues collected. For the purpose of compensation calculation, STR revenues shall mean the total of Transient Occupancy Taxes and any Transient Occupancy Tax penalties collected from the managed STR accounts.

3. All other provisions of the Agreement shall remain unchanged and in full force and effect.

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

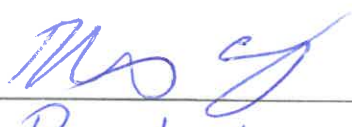
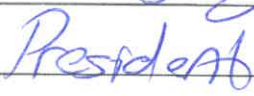
CITY OF ROSEVILLE, a
municipal corporation

HDL SOFTWARE LLC, a California
limited liability company

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

BY:  _____
its:  _____

and

BY: _____
its: _____

ADDITIONAL SIGNATURES ON FOLLOWING PAGE

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
DENNIS KAUFFMAN
Finance Director

EXHIBIT “A”

SCOPE OF SERVICES

STR Identification & Monitoring

HdL compiles a list of all actively posted short term rentals available from a wide array of sources. Lists are compiled and aggregated to accommodate duplicate listings from various sites. During the identification and monitoring process, HdL will:

- Scan over 20 different rental sites, including global aggregators like HomeAway/VRBO, Airbnb, Turnkey.com, and Booking.com, national aggregators like Vacasa and Turnkey and small, local property management firms;
- Match listings to specific parcels using GIS and property tax assessor data;
- Create comparison reports to determine which properties may already be compliant, i.e. registered and paying taxes;
- Provide visual map of all listings within the City;
- Record listing details such as start date, various sites linked to, other information necessary for documenting evidence of STR activity; and
- Continually monitor activity to identify and record new listings and closures to ensure accurate real-time identification and monitoring.

Education, Registration, and Compliance

Using the list of active STR listings, HdL conducts a series of City-approved education-based programs ranging from mailers to direct phone contacts. Each packet and contact contains all the information necessary to obtain registration and comply with local requirements. HdL assists STR hosts throughout the program with information and support with all aspects of becoming compliant. During this program, HdL will:

- Validate listing to ensure proper identification and filter out records that may lead to erroneous contacts;
- Notify non-compliant entities with a series of education-based packets designed to garner compliance;
- Provide a support center for assistance with general questions, support, and assistance with filing returns and paying applicable fees and taxes;
- Provide online portal with links to FAQs, education packets, and support for registering, filing returns, and making payments online;
- Follow up with non-compliant accounts to obtain registration;
- Work with City to identify additional requirements and ensure collection of data necessary to enforcement procedures; and
- Establish optional implementation items such as amnesty programs, back tax and penalty provisions, and other pre-registration programs.

TOT Administration – Management of STR Accounts & Filing

Continued monitoring of TOT reporting is paramount to increasing compliance and mitigating errors that may lead to long and drawn out battles for collections. HdL offers a full administration program that, in addition to providing monthly monitoring of each TOT return, removes the burden of administration from the City. Through HdL's TOT Administration

Program, the City would benefit from streamlined return processing, online reporting, and increased revenues while the lodging community can see such benefits as online filing and payment options, dedicated customer service, and consistent monitoring of returns designed to identify errors before huge penalty and interest accruals. During this program, HdL will perform the following:

- Tax Registration Database Management – HdL will transfer the City's existing databases as they relate to TOT/STR into HdL's internal administration tools. HdL will maintain the data and provide reports to the City.
- Return Processing – HdL will process STR filings within 5 days of submission. Accounts will receive all applicable forms necessary to complete the renewal process.
- New Account Processing – HdL will process any new STR registrations for Lodging Establishments that change hands or newly offered properties.
- Payment Posting / Processing – HdL will process all payments made for new and existing lodging providers. Accounts will be updated with payment information and revenues will be remitted to the City net of HdL's fees on no less than a monthly basis.
- Customer Support Center – HdL will provide lodging providers with multiple support options for registering, filing returns, making payments and for general inquiries. A toll free number will be provided to businesses in order to access one of our tax specialists Monday-Friday 8:00am to 5:00pm Pacific Standard Time. Lodging providers will also have access to support via e-mail, fax, and the Support Center On-Line.
- On-Line Filing & Payment Processing – With input from the City, HdL creates a custom web site and domain for taxpayers to submit online forms, returns, and payments along with other customer support related items.
- Compliance Monitoring – HdL will ensure accurate filings of TOT returns by consistently monitoring returns and comparing with data obtained from the identification phase. This can include listing calendar data, average occupancy, and average room rates.
- Annual Reporting – In addition to standard monthly reports, HdL will continue to provide the City with annual analysis reports designed to provide key insights in the lodging provider community and the details on reporting of each lodging provider.

Reporting – HdL offers a variety of hardcopy, electronic, and online reports designed to facilitate the City's administration of TOT as well as provide valuable information for budget forecasting. HdL's reporting contains a wealth of knowledge compiled from interactions with taxpayers, City information, HdL proprietary databases, as well as industry-leading providers such of travel-related data such as Smith Travel and PKF-HR. HdL will work with the City during implementation to identify the standard and custom reports required by the City as well as establish the frequency of the delivery.

ORDINANCE NO. 6040

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2018-19, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for an amendment to an Agreement for Professional Consultant Services, per the request of the Finance Department, as listed on the attached Request for Budget Adjustment totaling \$9,000.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this
_____ day of _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:

[A.R. 6.01 Budget Adjustment Policy & Procedure.](#)

For more detailed budget adjustment training information, including examples, please click on the following link:

[Miscellaneous Budget Training Information.](#)

REQUESTER*: Tricia Cheshire

DEPARTMENT/DIVISION*: Finance/Cash Management

FISCAL YEAR/EFFECTIVE DATE*: FY1819

PROPOSED COUNCIL DATE (if applicable): 12/05/2018

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL		FUND*	JL		
	ORG KEY*	OBJECT*		PROJECT	ACTIVITY	
4,500	05030	5100	100			Cash Management/Professional Services
4,500			100			Available Resources
\$ 9,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL		FUND*	JL		
	ORG KEY	OBJECT		PROJECT	ACTIVITY	
675	00100	3024	100			General Fund/Business License Tax
8,325	00100	3219	100			General Fund/Other Licenses/Permits
\$ 9,000	TOTAL					

FINANCE USE	Approved:					
		10/30/18			10/29/18	
BUDGET MANAGER/DESIGNEE		DATE		Finance Director		Date

Justification for Budget Adjustment*:

Requesting for the new revenue and expenses related to the Short Term Rental Ordinance. We are increasing the professional services expenses related to the amended contract with HdL for their management of the short term rentals. This increase includes their minimum fee for administrating the short term rentals permits and their fee for the business licenses that will be generated by the business license taxes. We are increasing revenue for business licensing based on the approximate 45 new licenses that will be generated by this ordinance. We are also creating the budget for the Short Term Rental Permits based on the same 45 rentals within the City of Roseville limits.

Approved:		Approved:	
	10/29/18		
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	CITY MANAGER	DATE



COUNCIL COMMUNICATION

CC #: 9714
File #: 0600-01

Title: Temporary Classification Salary Schedule Changes
Contact: Linda Hampton 916-774-5215 lhampton@roseville.ca.us

Meeting Date: 12/19/2018
Item #: 6.31.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance to approve the attached Temporary salary schedule (Appendix H) effective December 22, 2018.

BACKGROUND

As part of the Municipal Code, the Human Resources Department is charged with maintaining the City's classification plan. Staff is continually evaluating organizational structure and staffing levels necessary to provide high service levels to the community within the constraints of the budget.

California Senate Bill 3 Chapter 4 increases the minimum wage from \$11.00 per hour to \$12.00 per hour on January 1, 2019. In preparation for this new law, the City needs to adjust the rate of pay for employees who make less than the new California minimum wage. While there were a small number of temporary classifications making less than \$12.00 an hour, a total of thirty two classifications are recommended to receive a salary schedule increase. Staff took into consideration compaction issues, consistency amongst all temporary classifications and opportunities to enhance recruitment efforts.

Staff is recommending salary changes to following temporary salary schedules:

9500	AQUATICS SPECIALIST I
9501	AQUATICS SPECIALIST II
9502	AQUATICS SPECIALIST III
9503	ASSISTANT POOL MANAGER
9506	CHILD CARE PROGRAM ASSISTANT
1230	COLLEGE INTERN
9507	DAY CARE AIDE
9508	DAY CARE TEACHER
9513	INTERPRETIVE SERVS PROG ASST
9514	INTERPRETIVE SERVS PROG LEADER
9520	PARKS & FACILITY MAINT WKR I

9521	PARKS & FACILITY MAINT WKR II
9522	PARKS & FACILITY MAINT WKR III
9525	POLICE CADET
9527	POOL MANAGER
9528	PRESCHOOL TEACHER
6110	RECREATION AIDE
9529	RECREATION CASHIER I
9530	RECREATION CASHIER II
9531	RECREATION FACILITY MANAGER
9532	RECREATION PROGRAM LEADER
9533	RECREATION SPECIALIST I
9534	RECREATION SPECIALIST II
9535	RECREATION SPECIALIST III
9536	SCHOOL CROSSING GUARD
7005	SOCCER OFFICIAL
7207	SPORTS OFFICIAL/SCORER I
7208	SPORTS OFFICIAL/SCORER II
9537	SR CROSSING GUARD
9538	SR DAY CARE TEACHER
8941	VOCATIONAL INTERN
9540	WATER CONSERVATION HELPER

In August of 2018, Council approved a request to add 40 new salary ranges/steps for temporary employees with 2.5% between steps in an ongoing effort to slow down wage cost increases. Prior salary schedules had 5% between steps. Staff indicated they would transition employees to the new 2.5% schedules and would be coming back to council to eliminate the old ranges/steps. That transition is now complete and staff is requesting that the following job codes and related salary ranges/steps be deleted from the Temporary salary schedule:

160	AQUATICS SPECIALIST I
165	AQUATICS SPECIALIST II
170	AQUATICS SPECIALIST III
654	ASSISTANT POOL MANAGER
750	ASSISTANT RANGEMASTER
1016	BUILDING INSPECTION ASSISTANT
1184	CHILD CARE PROGRAM ASSISTANT
1620	DAY CARE AIDE
1640	DAY CARE TEACHER
2530	ENGINEERING AIDE
3338	FIRE EQUIPMENT SPECIALIST
3344	FIRE LOGISTICS WORKER
3347	FIRE PUBLIC EDUCATION COORDNTR
3729	INTERPRETIVE SERVS PROG ASST
3728	INTERPRETIVE SERVS PROG LEADER
4230	LIBRARY PAGE
7610	LIBRARY TRAINEE
9516	LIBRARY TRAINEE

4420	LINE TECHNICIAN HELPER
4435	MAINTENANCE ASSISTANT
4513	MARKETING TECHNICIAN
5071	PARKS & FACILITY MAINT WKR I
5072	PARKS & FACILITY MAINT WKR II
5073	PARKS & FACILITY MAINT WKR III
5092	PARKS & OPEN SPACE EQUIP OPER
5428	POLICE BACKGROUND INVESTIGATOR
5407	POLICE CADET
5460	POLICE RESERVE OFFICER I
5506	POOL MANAGER
5516	PRESCHOOL TEACHER
5900	RECREATION CASHIER I
5910	RECREATION CASHIER II
6120	RECREATION FACILITY MANAGER
6135	RECREATION PROGRAM LEADER
6141	RECREATION SPECIALIST I
6142	RECREATION SPECIALIST II
6143	RECREATION SPECIALIST III
7010	SCHOOL CROSSING GUARD
7120	SR CROSSING GUARD
1650	SR DAY CARE TEACHER
8945	VIDEO TECHNICIAN
9077	WATER CONSERVATION HELPER

FISCAL IMPACT

Temporary salary increases due to the minimum wage change were included in the FY2018-19 budget. The General Fund fiscal impact is approximately \$82,000.00.

ECONOMIC DEVELOPMENT / JOBS CREATED

No new jobs will be created by this action.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical changes in the environment (CEQA Guidelines §15061(B)(3)). Salary schedule changes do not include the potential for a significant environmental effect, and therefore are not subject to CEQA.

Respectfully Submitted,

Linda Hampton, Human Resources Manager

Stacey Peterson, Human Resources Director

A handwritten signature in blue ink, appearing to be 'D. Casey', with a stylized, overlapping loop structure.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6043

Temporary Salary Schedule 12-22-18

ORDINANCE NO. 6043

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING
ORDINANCE NO. 6007, THE SALARY ORDINANCE FOR SEASONAL/TEMPORARY
EMPLOYEES, AS AMENDED BY APPENDIX "H" TO BE EFFECTIVE
DECEMBER 22, 2018, AS AN URGENCY MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Title and Purpose.

Ordinance No. 6007, the Salary Ordinance for Seasonal/Temporary Employees, is hereby amended as shown on Appendix "H" attached hereto, to reflect an increase to \$12.00 per hour for the 32 classifications identified by Human Resources

SECTION 2. Salary Plan Effective Date.

This Ordinance shall be effective December 22, 2018 as an urgency measure.

SECTION 3. Urgency Ordinance.

This ordinance is hereby declared to be an urgency measure, immediately necessary for the public peace, health and safety and shall take effect December 22, 2018. A statement of urgency is as follows:

It is necessary to amend the Salary Ordinance to comply with recently approved changes for the orderly and necessary continuance of operations of the City, and for compliance with California Senate Bill 3 Chapter 4 which goes into effect January 1, 2019.

SECTION 4. Posting.

The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the Ordinance Book under the record of the ordinance a certificate under her hand stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20____, by the following vote on roll call:

AYES	COUNCILMEMBERS:
NOES	COUNCILMEMBERS:
ABSENT	COUNCILMEMBERS:

ATTEST:

MAYOR

City Clerk

CITY OF ROSEVILLE SALARY SCHEDULE

Effective Date: 12/22/18

Temporary

Job Code	Title/Step	Hourly	O/T Hrly
CI30	ACTIVITY INSTRUCTOR		
	NR % OF FEE	0.0000	0.0000
3745	AQUA FITNESS INSTRUCTOR I		
	STEP A	35.0000	52.5000
3747	AQUA FITNESS INSTRUCTOR II		
	STEP A	50.0000	75.0000
9500	AQUATICS SPECIALIST I		
	STEP A	12.1598	18.2398
	STEP B	12.4601	18.6902
	STEP C	12.7678	19.1517
	STEP D	13.0831	19.6247
	STEP E	13.4062	20.1093
	STEP F	13.7373	20.6059
	STEP G	14.0765	21.1148
	STEP H	14.4242	21.6362
	STEP I	14.7804	22.1705
9501	AQUATICS SPECIALIST II		
	STEP A	13.3649	20.0474
	STEP B	13.6950	20.5425
	STEP C	14.0332	21.0498
	STEP D	14.3797	21.5696
	STEP E	14.7348	22.1023
	STEP F	15.0987	22.6481
	STEP G	15.4716	23.2074
	STEP H	15.8537	23.7805
	STEP I	16.2452	24.3677
9502	AQUATICS SPECIALIST III		
	STEP A	14.7014	22.0521
	STEP B	15.0645	22.5967
	STEP C	15.4365	23.1547
	STEP D	15.8177	23.7265
	STEP E	16.2083	24.3125
	STEP F	16.6086	24.9129
	STEP G	17.0187	25.5281
	STEP H	17.4390	26.1585
	STEP I	17.8697	26.8045
9503	ASSISTANT POOL MANAGER		
	STEP A	14.7014	22.0521
	STEP B	15.0645	22.5967
	STEP C	15.4365	23.1547
	STEP D	15.8177	23.7265
	STEP E	16.2083	24.3125
	STEP F	16.6086	24.9129
	STEP G	17.0187	25.5281
	STEP H	17.4390	26.1585
	STEP I	17.8697	26.8045

CITY OF ROSEVILLE SALARY SCHEDULE

Effective Date: 12/22/18

Temporary

Job Code	Title/Step	Hourly	O/T Hrly
9504	ASSISTANT RANGEMASTER		
	STEP A	19.4863	29.2295
	STEP B	19.9676	29.9514
	STEP C	20.4607	30.6910
	STEP D	20.9660	31.4489
	STEP E	21.4837	32.2256
	STEP F	22.0143	33.0214
	STEP G	22.5579	33.8369
	STEP H	23.1150	34.6725
	STEP I	23.6858	35.5287
9505	BUILDING INSPECTION ASSISTANT		
	STEP A	12.1507	18.2261
	STEP B	12.4508	18.6762
	STEP C	12.7583	19.1374
	STEP D	13.0733	19.6100
	STEP E	13.3962	20.0943
	STEP F	13.7270	20.5905
	STEP G	14.0660	21.0990
	STEP H	14.4134	21.6200
	STEP I	14.7693	22.1540
9506	CHILD CARE PROGRAM ASSISTANT		
	STEP A	15.9719	23.9579
	STEP B	16.3663	24.5495
	STEP C	16.7705	25.1558
	STEP D	17.1847	25.7770
	STEP E	17.6090	26.4136
	STEP F	18.0439	27.0658
	STEP G	18.4895	27.7342
	STEP H	18.9461	28.4191
	STEP I	19.4140	29.1209
CI10	CLASS INSTRUCTOR		
	NR % OF FEE	0.0000	0.0000
1230	COLLEGE INTERN		
	STEP A	12.0206	18.0309
	STEP B	12.6216	18.9325
	STEP C	13.2527	19.8791
	STEP D	13.9154	20.8731
	STEP E	14.6111	21.9167
	STEP F	15.3417	23.0125
	STEP G	16.1088	24.1632
	STEP H	16.9142	25.3713
	STEP I	17.7599	26.6399
	STEP J	18.6479	27.9719
	STEP K	19.5803	29.3705
	STEP L	20.5593	30.8390
	STEP M	21.5873	32.3810
	STEP N	22.6667	34.0000
	STEP O	23.8000	35.7000

CITY OF ROSEVILLE SALARY SCHEDULE

Effective Date: 12/22/18

Temporary

Job Code	Title/Step	Hourly	O/T Hrly
	COUNCIL MEMBER		
	STEP A	0.0000	0.0000
9507	DAY CARE AIDE		
	STEP A	12.0000	18.0000
	STEP B	12.2964	18.4445
	STEP C	12.6000	18.9000
	STEP D	12.9112	19.3668
	STEP E	13.2300	19.8450
	STEP F	13.5567	20.3351
	STEP G	13.8915	20.8373
	STEP H	14.2346	21.3519
	STEP I	14.5861	21.8792
9508	DAY CARE TEACHER		
	STEP A	13.1999	19.7999
	STEP B	13.5259	20.2889
	STEP C	13.8599	20.7899
	STEP D	14.2022	21.3033
	STEP E	14.5529	21.8294
	STEP F	14.9123	22.3685
	STEP G	15.2806	22.9209
	STEP H	15.6579	23.4869
	STEP I	16.0446	24.0669
9509	ENGINEERING AIDE		
	STEP A	15.5000	23.2499
	STEP B	15.8827	23.8241
	STEP C	16.2750	24.4124
	STEP D	16.6769	25.0153
	STEP E	17.0887	25.6331
	STEP F	17.5107	26.2661
	STEP G	17.9431	26.9147
	STEP H	18.3862	27.5794
	STEP I	18.8403	28.2605
9510	FIRE EQUIPMENT SPECIALIST		
	STEP A	16.5421	24.8132
	STEP B	16.8851	25.3277
	STEP C	17.3072	25.9608
	STEP D	17.7399	26.6099
	STEP E	18.1834	27.2751
	STEP F	18.6380	27.9570
	STEP G	19.1039	28.6559
	STEP H	19.5815	29.3723
	STEP I	20.0711	30.1066
	STEP J	20.5729	30.8593
	STEP K	21.0872	31.6308
	STEP L	21.6144	32.4215
	STEP M	22.1547	33.2321
	STEP N	22.7086	34.0629
	STEP O	23.2763	34.9145

CITY OF ROSEVILLE SALARY SCHEDULE

Effective Date: 12/22/18

Temporary

Job Code	Title/Step	Hourly	O/T Hrly
9511	FIRE LOGISTICS WORKER		
	STEP A	16.5421	24.8132
	STEP B	16.8851	25.3277
	STEP C	17.3072	25.9608
	STEP D	17.7399	26.6099
	STEP E	18.1834	27.2751
	STEP F	18.6380	27.9570
	STEP G	19.1039	28.6559
	STEP H	19.5815	29.3723
	STEP I	20.0711	30.1066
	STEP J	20.5729	30.8593
	STEP K	21.0872	31.6308
	STEP L	21.6144	32.4215
	STEP M	22.1547	33.2321
	STEP N	22.7086	34.0629
	STEP O	23.2763	34.9145
9512	FIRE PUBLIC EDUCATION COORDNTR		
	STEP A	20.5700	30.8550
	STEP B	21.3636	32.0454
	STEP C	21.8977	32.8466
	STEP D	22.4452	33.6677
	STEP E	23.0063	34.5094
	STEP F	23.5815	35.3722
	STEP G	24.1710	36.2565
	STEP H	24.7753	37.1629
	STEP I	25.3946	38.0920
	STEP J	26.0295	39.0443
	STEP K	26.6802	40.0204
	STEP L	27.3473	41.0209
	STEP M	28.0309	42.0464
	STEP N	28.7317	43.0976
	STEP O	29.4500	44.1750
CI20	FITNESS INSTRUCTOR-FEE		
	NR % OF FEE	0.0000	0.0000
3735	FITNESS INSTRUCTOR-HOURLY		
	STEP A	25.0000	37.5000
	STEP B	26.0000	39.0000
	STEP C	27.0000	40.5000
	STEP D	28.0000	42.0000
	STEP E	29.0000	43.5000
	STEP F	30.0000	45.0000
3750	FITNESS MEETING RATE		
	STEP A	15.0000	22.5000

CITY OF ROSEVILLE SALARY SCHEDULE

Effective Date: 12/22/18

Temporary

Job Code	Title/Step	Hourly	O/T Hrly
9513	INTERPRETIVE SERVS PROG ASST		
	STEP A	13.1999	19.7999
	STEP B	13.5259	20.2889
	STEP C	13.8599	20.7899
	STEP D	14.2022	21.3033
	STEP E	14.5529	21.8294
	STEP F	14.9123	22.3685
	STEP G	15.2806	22.9209
	STEP H	15.6579	23.4869
	STEP I	16.0446	24.0669
9514	INTERPRETIVE SERVS PROG LEADER		
	STEP A	16.9802	25.4703
	STEP B	17.3995	26.0993
	STEP C	17.8292	26.7438
	STEP D	18.2695	27.4043
	STEP E	18.7207	28.0810
	STEP F	19.1830	28.7745
	STEP G	19.6567	29.4851
	STEP H	20.1421	30.2132
	STEP I	20.6396	30.9593
9515	LIBRARY PAGE		
	STEP A	12.1000	18.1500
	STEP B	12.3988	18.5982
	STEP C	12.7050	19.0575
	STEP D	13.0187	19.5281
	STEP E	13.3402	20.0104
	STEP F	13.6697	20.5045
	STEP G	14.0073	21.0109
	STEP H	14.3532	21.5298
	STEP I	14.7076	22.0614
9517	LINE TECHNICIAN HELPER		
	STEP A	14.4503	21.6755
	STEP B	14.8072	22.2108
	STEP C	15.1729	22.7593
	STEP D	15.5476	23.3214
	STEP E	15.9315	23.8973
	STEP F	16.3249	24.4874
	STEP G	16.7281	25.0921
	STEP H	17.1412	25.7118
	STEP I	17.5645	26.3468

CITY OF ROSEVILLE SALARY SCHEDULE

Effective Date: 12/22/18

Temporary

Job Code	Title/Step	Hourly	O/T Hrly
9518	MAINTENANCE ASSISTANT		
	STEP A	15.5582	23.3373
	STEP B	15.9424	23.9136
	STEP C	16.3361	24.5041
	STEP D	16.7395	25.1093
	STEP E	17.1529	25.7294
	STEP F	17.5765	26.3647
	STEP G	18.0106	27.0158
	STEP H	18.4553	27.6830
	STEP I	18.9111	28.3666
	STEP J	19.3781	29.0672
	STEP K	19.8567	29.7850
	STEP L	20.3470	30.5205
	STEP M	20.8495	31.2743
	STEP N	21.3644	32.0466
	STEP O	21.8920	32.8380
9519	MARKETING TECHNICIAN		
	STEP A	17.8116	26.7174
	STEP B	18.2514	27.3771
	STEP C	18.7021	28.0532
	STEP D	19.1640	28.7459
	STEP E	19.6372	29.4558
	STEP F	20.1222	30.1833
	STEP G	20.6191	30.9286
	STEP H	21.1283	31.6924
	STEP I	21.6501	32.4751
	STEP J	22.1847	33.2771
	STEP K	22.7326	34.0989
	STEP L	23.2940	34.9410
	STEP M	23.8692	35.8038
	STEP N	24.4587	36.6880
	STEP O	25.0627	37.5941
9520	PARKS & FACILITY MAINT WKR I		
	STEP A	12.9999	19.4999
	STEP B	13.3210	19.9814
	STEP C	13.6499	20.4749
	STEP D	13.9870	20.9805
	STEP E	14.3324	21.4986
	STEP F	14.6864	22.0295
	STEP G	15.0490	22.5736
	STEP H	15.4207	23.1310
	STEP I	15.8015	23.7023
9521	PARKS & FACILITY MAINT WKR II		
	STEP A	14.5599	21.8399
	STEP B	14.9195	22.3792
	STEP C	15.2879	22.9319
	STEP D	15.6655	23.4982
	STEP E	16.0523	24.0785
	STEP F	16.4487	24.6731
	STEP G	16.8549	25.2824
	STEP H	17.2712	25.9068
	STEP I	17.6977	26.5465

CITY OF ROSEVILLE SALARY SCHEDULE

Effective Date: 12/22/18

Temporary

Job Code	Title/Step	Hourly	O/T Hrly
9522	PARKS & FACILITY MAINT WKR III		
	STEP A	17.2752	25.9128
	STEP B	17.7018	26.5527
	STEP C	18.1390	27.2084
	STEP D	18.5869	27.8804
	STEP E	19.0459	28.5689
	STEP F	19.5162	29.2744
	STEP G	19.9982	29.9973
	STEP H	20.4921	30.7381
	STEP I	20.9981	31.4972
9523	PARKS & OPEN SPACE EQUIP OPER		
	STEP A	17.2752	25.9128
	STEP B	17.7018	26.5527
	STEP C	18.1390	27.2084
	STEP D	18.5869	27.8804
	STEP E	19.0459	28.5689
	STEP F	19.5162	29.2744
	STEP G	19.9982	29.9973
	STEP H	20.4921	30.7381
	STEP I	20.9981	31.4972
3749	PERSONAL TRAINER		
	STEP A	30.0000	45.0000
9524	POLICE BACKGROUND INVESTIGATOR		
	STEP A	23.4105	35.1157
	STEP B	23.9886	35.9829
	STEP C	24.5810	36.8715
	STEP D	25.1880	37.7821
	STEP E	25.8101	38.7151
	STEP F	26.4474	39.6712
	STEP G	27.1006	40.6509
	STEP H	27.7698	41.6547
	STEP I	28.4556	42.6834
9525	POLICE CADET		
	STEP A	12.0115	18.0172
	STEP B	12.3081	18.4621
	STEP C	12.6120	18.9180
	STEP D	12.9235	19.3852
	STEP E	13.2426	19.8639
	STEP F	13.5697	20.3545
	STEP G	13.9048	20.8571
	STEP H	14.2481	21.3722
	STEP I	14.6000	21.9000

CITY OF ROSEVILLE

SALARY SCHEDULE

Effective Date: 12/22/18

Temporary

Job Code	Title/Step	Hourly	O/T Hrly
9526	POLICE RESERVE OFFICER I		
	STEP A	15.3298	22.9947
	STEP B	15.7084	23.5626
	STEP C	16.0963	24.1445
	STEP D	16.4938	24.7407
	STEP E	16.9011	25.3517
	STEP F	17.3185	25.9778
	STEP G	17.7462	26.6193
	STEP H	18.1844	27.2767
	STEP I	18.6335	27.9503
9527	POOL MANAGER		
	STEP A	16.1716	24.2574
	STEP B	16.5710	24.8565
	STEP C	16.9802	25.4703
	STEP D	17.3995	26.0993
	STEP E	17.8292	26.7438
	STEP F	18.2695	27.4042
	STEP G	18.7207	28.0810
	STEP H	19.1830	28.7745
	STEP I	19.6567	29.4851
9528	PRESCHOOL TEACHER		
	STEP A	15.9719	23.9579
	STEP B	16.3663	24.5495
	STEP C	16.7705	25.1558
	STEP D	17.1847	25.7770
	STEP E	17.6090	26.4136
	STEP F	18.0439	27.0658
	STEP G	18.4895	27.7342
	STEP H	18.9461	28.4191
	STEP I	19.4140	29.1209
6110	RECREATION AIDE		
	STEP A	10.2000	15.3000
	STEP B	12.0000	18.0000
9529	RECREATION CASHIER I		
	STEP A	11.9999	17.9999
	STEP B	12.2963	18.4444
	STEP C	12.5999	18.8999
	STEP D	12.9111	19.3666
	STEP E	13.2299	19.8449
	STEP F	13.5566	20.3350
	STEP G	13.8914	20.8371
	STEP H	14.2345	21.3517
	STEP I	14.5860	21.8790

CITY OF ROSEVILLE SALARY SCHEDULE

Effective Date: 12/22/18

Temporary

Job Code	Title/Step	Hourly	O/T Hrly
9530	RECREATION CASHIER II		
	STEP A	13.1999	19.7999
	STEP B	13.5259	20.2889
	STEP C	13.8599	20.7899
	STEP D	14.2022	21.3033
	STEP E	14.5529	21.8294
	STEP F	14.9123	22.3685
	STEP G	15.2806	22.9209
	STEP H	15.6579	23.4869
	STEP I	16.0446	24.0669
9531	RECREATION FACILITY MANAGER		
	STEP A	16.1716	24.2574
	STEP B	16.5710	24.8565
	STEP C	16.9802	25.4703
	STEP D	17.3995	26.0993
	STEP E	17.8292	26.7438
	STEP F	18.2695	27.4042
	STEP G	18.7207	28.0810
	STEP H	19.1830	28.7745
	STEP I	19.6567	29.4851
9532	RECREATION PROGRAM LEADER		
	STEP A	16.9802	25.4703
	STEP B	17.3995	26.0993
	STEP C	17.8292	26.7438
	STEP D	18.2695	27.4043
	STEP E	18.7207	28.0810
	STEP F	19.1830	28.7745
	STEP G	19.6567	29.4851
	STEP H	20.1421	30.2132
	STEP I	20.6396	30.9593
9533	RECREATION SPECIALIST I		
	STEP A	11.9999	17.9999
	STEP B	12.2963	18.4444
	STEP C	12.5999	18.8999
	STEP D	12.9111	19.3666
	STEP E	13.2299	19.8449
	STEP F	13.5566	20.3350
	STEP G	13.8914	20.8371
	STEP H	14.2345	21.3517
	STEP I	14.5860	21.8790
9534	RECREATION SPECIALIST II		
	STEP A	13.1999	19.7999
	STEP B	13.5259	20.2889
	STEP C	13.8599	20.7899
	STEP D	14.2022	21.3033
	STEP E	14.5529	21.8294
	STEP F	14.9123	22.3685
	STEP G	15.2806	22.9209
	STEP H	15.6579	23.4869
	STEP I	16.0446	24.0669

CITY OF ROSEVILLE SALARY SCHEDULE

Effective Date: 12/22/18

Temporary

Job Code	Title/Step	Hourly	O/T Hrly
9535	RECREATION SPECIALIST III		
	STEP A	14.5199	21.7799
	STEP B	14.8785	22.3177
	STEP C	15.2459	22.8689
	STEP D	15.6224	23.4336
	STEP E	16.0082	24.0123
	STEP F	16.4035	24.6053
	STEP G	16.8086	25.2129
	STEP H	17.2237	25.8356
	STEP I	17.6491	26.4736
9536	SCHOOL CROSSING GUARD		
	STEP A	12.0115	18.0172
	STEP B	12.3081	18.4621
	STEP C	12.6120	18.9180
	STEP D	12.9235	19.3852
	STEP E	13.2426	19.8639
	STEP F	13.5697	20.3545
	STEP G	13.9048	20.8571
	STEP H	14.2481	21.3722
	STEP I	14.6000	21.9000
7005	SOCCER OFFICIAL		
	STEP A	45.0000	67.5000
7207	SPORTS OFFICIAL/SCORER I		
	STEP A	13.0000	19.5000
7208	SPORTS OFFICIAL/SCORER II		
	STEP A	22.5000	33.7500
9537	SR CROSSING GUARD		
	STEP A	13.2126	19.8189
	STEP B	13.5389	20.3083
	STEP C	13.8732	20.8098
	STEP D	14.2158	21.3237
	STEP E	14.5669	21.8503
	STEP F	14.9266	22.3899
	STEP G	15.2952	22.9429
	STEP H	15.6730	23.5094
	STEP I	16.0600	24.0900
9538	SR DAY CARE TEACHER		
	STEP A	14.5199	21.7799
	STEP B	14.8785	22.3177
	STEP C	15.2459	22.8689
	STEP D	15.6224	23.4336
	STEP E	16.0082	24.0123
	STEP F	16.4035	24.6053
	STEP G	16.8086	25.2129
	STEP H	17.2237	25.8356
	STEP I	17.6491	26.4736

CITY OF ROSEVILLE SALARY SCHEDULE

Effective Date: 12/22/18

Temporary

Job Code	Title/Step	Hourly	O/T Hrly
9539	VIDEO TECHNICIAN		
	STEP A	20.5676	30.8513
	STEP B	21.0755	31.6132
	STEP C	21.5959	32.3939
	STEP D	22.1293	33.1939
	STEP E	22.6757	34.0136
	STEP F	23.2357	34.8536
	STEP G	23.8095	35.7143
	STEP H	24.3975	36.5963
	STEP I	25.0000	37.5000
8941	VOCATIONAL INTERN		
	STEP A	12.0206	18.0309
	STEP B	12.6216	18.9325
	STEP C	13.2527	19.8791
	STEP D	13.9154	20.8731
	STEP E	14.6111	21.9167
	STEP F	15.3417	23.0125
	STEP G	16.1088	24.1632
	STEP H	16.9142	25.3713
	STEP I	17.7599	26.6399
	STEP J	18.6479	27.9719
	STEP K	19.5803	29.3705
	STEP L	20.5593	30.8390
	STEP M	21.5873	32.3810
	STEP N	22.6667	34.0000
	STEP O	23.8000	35.7000
9540	WATER CONSERVATION HELPER		
	STEP A	12.0115	18.0172
	STEP B	12.3081	18.4621
	STEP C	12.6120	18.9180
	STEP D	12.9235	19.3852
	STEP E	13.2426	19.8639
	STEP F	13.5697	20.3545
	STEP G	13.9048	20.8571
	STEP H	14.2481	21.3722
	STEP I	14.6000	21.9000



COUNCIL COMMUNICATION

CC #: 9711

File #: 0201-01 & 0704-01

Title: Weber Park Classroom - Grant Agreement and Budget Adjustment

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

Meeting Date: 12/19/2018

Item #: 6.32.

RECOMMENDATION TO COUNCIL

Adopt the attached resolution authorizing the City Manager to execute the Kaiser Grant Agreement between the City of Roseville and the Health Education Council for a \$60,000.00 contribution towards aesthetic improvements to the classroom and programming at Weber Park and adopt an ordinance to approve a budget adjustment to authorize up to \$60,000.00 for improvements and programming.

BACKGROUND

In October 2018, the Health Education Council informed the City of a \$75,000.00 grant award from Kaiser through their Community Benefits Program to the Health Education Council to aesthetically improve the classroom (\$50,000.00) and provide programming/events (\$10,000.00) at Weber Park. The balance of the grant amount will be retained by the Health Education Council to administer the grant and to provide public outreach.

The approval of the Grant Agreement formalizes the provision and acceptance of \$60,000.00 toward the project.

Schedule

The anticipated timeline to begin work is mid-January 2019 and be complete by April 2019.

FISCAL IMPACT

A budget adjustment, if approved, allocates \$60,000.00 of the Kaiser grant to fully fund the project and includes an in-kind contribution through volunteers to paint the interior. There will be no General Fund impact.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines 1506(b)(3)). The approval of the Agreement does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Tara L. Gee, Park Planning & Development Superintendent

Dion Louthan, Director, Parks, Recreation & Libraries



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-522

agreement

Ordinance No. 6042

Budget Adjustment_Kaiser Grant

RESOLUTION NO. 18-522

APPROVING THE KAISER GRANT AGREEMENT FOR WEBER PARK CLASSROOM,
BY AND BETWEEN THE CITY OF ROSEVILLE AND HEALTH EDUCATION COUNCIL,
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, the Kaiser Grant Agreement for Weber Park Classroom, by and between the City of Roseville, and Health Education Council, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

KAISER GRANT AGREEMENT FOR WEBER PARK CLASSROOM

This Donation and Sponsor Recognition Agreement ("Agreement") is entered into as of _____, 2018 between CITY OF ROSEVILLE, a municipal corporation, ("CITY") and HEALTH EDUCATION COUNCIL, a California nonprofit corporation ("HEC").

BACKGROUND

- A. CITY's Department of Parks, Recreation & Libraries owns and operates park and recreational facilities located throughout the City, including sports fields, pools, community centers, libraries, parks and dog parks.
- B. HEC desires to facilitate and administer a grant from Kaiser Permanente to assist in the cost to aesthetically improve the classroom at Weber Park in the City of Roseville.

AGREEMENT

NOW THEREFORE, the parties agree as follows:

- 1. Grant. HEC will provide CITY \$60,000 (the "Grant") towards the cost to aesthetically improve the classroom (\$50,000) and provide programming/events (\$10,000) at Weber Park.
- 2. CITY Costs. CITY agrees to provide in-kind work in staff time for project coordination and implementation, program planning and event staffing. If improvement costs outlined in the grant exceed the estimated \$50,000, CITY will provide an offset to such costs.
- 3. Partner Recognition. CITY agrees to recognize HEC's contribution by allowing HEC and its funding partner, Kaiser Permanente, as part of its Community Benefits Program, recognition during the re-opening of the upgraded classroom and during the programs and events which occur at the park.

CITY reserves the right to discontinue use of the classroom if, in CITY's sole determination, the classroom has become damaged or presents a safety hazard.

4. Miscellaneous.

A. No Partnership. This Agreement does not constitute and will not be construed as constituting a partnership or joint venture between or among the parties. Except as expressly provided in this Agreement, no party will have the right to obligate the other in any manner whatsoever, and nothing in this Agreement is intended to give any right of any kind to any third person. Each party shall be solely responsible for any commitments made to any third party until the other party agrees and consents in writing to

be bound by such commitments.

B. Notices. All notices and other communications required or permitted hereunder must be in writing, may be sent in any manner (e.g., mail, e-mail or personal delivery) and will be effective upon the date of receipt by the other party. The parties' representatives are as follows:

CITY:
Tara Gee
Park Planning Superintendent
City of Roseville
316 Vernon Street, Suite 400
Roseville CA 95678
Phone: (916)
e-mail: Tgee@roseville.ca.us

HEC:
Debra Oto-Kent
Executive Director, Health Education
Council
3950 Industrial Blvd. Suite, 600
West Sacramento CA 95691
Phone: (916) 556-3344
email: DotoKent@healtheducouncil.org

C. Authorization. Each party represents to the other party that it is duly authorized to execute and deliver this Agreement and to perform its respective obligations hereunder.

D. Further Action. Each party agrees to take all actions necessary, proper or advisable, to consummate the transactions contemplated by this Agreement.

E. Successors and Assigns. The terms and conditions of this Agreement will insure to the benefit of and be binding upon the respective successors and assigns of the parties.

F. Amendment. Only a written instrument signed by each of the parties may amend this Agreement.

G. Choice of Law. This Agreement will be interpreted and enforced in accordance with the laws of the State of California.

H. Severability. If any provision of this Agreement or the application of any such a provision to a party is held by a court of competent jurisdiction to be contrary to law, such provision will be deemed amended to the minimum extent necessary to comply with such law, and the remaining provisions of this Agreement will remain in full force and effect.

I. Entire Agreement. This Agreement constitutes the entire understanding between the parties with regard to the subject matter hereof, superseding all prior understandings, agreements, representations and negotiations, whether oral or written.

The parties have entered into this Agreement as of the Effective Date.

CITY OF ROSEVILLE

By: _____
Dominick Casey, City Manager

Approved as to substance:

By:  _____
Dion Louthan, Director of Parks, Recreation & Libraries

Approved as to form:

By: _____
Robert R. Schmitt, City Attorney

Attest:

By: _____
Sonia Orozco, City Clerk

HEALTH EDUCATION COUNCIL

By:  _____

Name: Debra Oto-Kent
Title: Executive Director

ORDINANCE NO. 6042

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2018-19
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2018-19, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for improvements to the classroom and programming at Weber Park, at the request of the Parks, Recreation & Libraries Department, as listed on the attached Request for Budget Adjustment in the amount of \$60,000.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this
_____ day of _____, 2018, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in: A.R. 6.01 Budget Adjustment Policy & Procedure.

For more detailed budget adjustment training information, including examples, please click on the following link:
[Miscellaneous Budget Training Information.](#)

REQUESTER*: Tara Gee

DEPARTMENT/DIVISION*: Parks, Recreation & Libraries/Park Development

FISCAL YEAR/EFFECTIVE DATE*: FY2018-19

PROPOSED COUNCIL DATE (if applicable): 12/19/2018

USE OF FUNDS*

AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL		FUND*	JL		
	ORG KEY*	OBJECT*		PROJECT	ACTIVITY	
50,000	50207	6130	315	500033	45	Rehab of classroom at Weber Park
6,650	06500	4995	100			Temp staff time for library in the park programming
3,350	06500	5998	100			Materials & Supplies for library in the park program
\$ 60,000	TOTAL					

SOURCE OF FUNDS*

AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL		FUND*	JL		
	ORG KEY	OBJECT		PROJECT	ACTIVITY	
50,000	50207	3790	315	500033	79	Grant from Kaiser for rehab of Weber park classroom
10,000	06500	3790	100			Grant from Kaiser for Library in the Park programming
\$ 60,000	TOTAL					

FINANCE USE

Approved:

11/29/18
DATE

11/28/18
Date

Justification for Budget Adjustment*:

The Parks, Recreation & Libraries department is requesting a \$60,000 budget adjustment related to grant award from Kaiser through their Community Benefits Program to the Health Education Council. The funds will be used to aesthetically improve the classroom (\$50,000) and provide library in the park programming/events (\$10,000) at Weber Park.

Approved:

Approved:

REQUESTING DEPARTMENT HEAD / DESIGNEE

DATE

CITY MANAGER

DATE



COUNCIL COMMUNICATION

CC #: 9687

File #: 0400-04-18-1

Title: Second Reading - Hewlett-Packard Campus Oaks Parcel CO-21, 31, 41, 42 -
Campus Oaks Commercial

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

Meeting Date: 12/19/2018

Item #: 6.33.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 6037 OF THE COUNCIL OF THE CITY OF ROSEVILLE REZONING CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE; and ORDINANCE NO. 6038 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A SEVENTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND BBC ROSEVILLE OAKS, LLC RELATIVE TO THE CAMPUS OAKS PROPERTY WITHIN THE HEWLETT-PACKARD CAMPUS OAKS MASTER PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE, for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

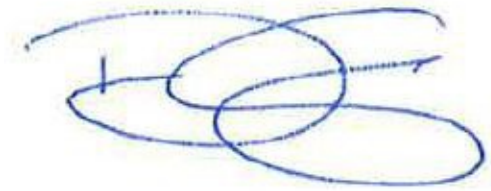
ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Lauren Hocker, Associate Planner

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6037

Ordinance No. 6038

Development Agreement Amendment

ORDINANCE NO. 6037

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
REZONING CERTAIN REAL PROPERTY LOCATED WITHIN THE
CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. That certain real property within the City of Roseville as shown and so designated in Exhibit "C," attached and incorporated herein by reference, is hereby rezoned as follows:

In accordance with the zoning standards designated in the Hewlett-Packard Campus Oaks Master Plan.

SECTION 2. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 3. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ORDINANCE NO. 6038

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
ADOPTING A SEVENTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BY
AND BETWEEN THE CITY OF ROSEVILLE AND BBC ROSEVILLE OAKS, LLC
RELATIVE TO THE CAMPUS OAKS PROPERTY WITHIN THE HEWLETT-PACKARD
CAMPUS OAKS MASTER PLAN AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Seventh Amendment to Development Agreement by and between the City of Roseville and BBC Roseville Oaks, LLC, pertaining to the property located within the Hewlett-Packard Roseville Master Plan area.

SECTION 2. Prior to considering the proposed Seventh Amendment to Development Agreement, the City Council considered the Third Addendum to the Hewlett-Packard Master Plan Environmental Impact Report/Initial Study pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Seventh Amendment to Development Agreement, and makes the following findings:

1. The Seventh Amendment to Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the Hewlett-Packard Campus Oaks Master Plan Amendment for the Campus Oaks Property;
2. The Seventh Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance;
3. The Seventh Amendment to Development Agreement is in conformance with the public health, safety and welfare;
4. The Seventh Amendment to Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
5. The provisions of the Seventh Amendment to Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment;

SECTION 4. The Seventh Amendment to Development Agreement, by and between the City of Roseville and BBC Roseville Oaks, LLC, 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 5. The City Clerk is directed to record the executed Development Agreement Amendment 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 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 7. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20____, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerk
City of Roseville
311 Vernon Street
Roseville, CA 95678

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

**SEVENTH AMENDMENT OF DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSEVILLE
AND BBC ROSEVILLE OAKS, LLC
RELATIVE TO THE
CAMPUS OAKS PROPERTY WITHIN THE
HEWLETT-PACKARD CAMPUS OAKS MASTER PLAN**

This Seventh Amendment of Development Agreement (the "Seventh Amendment") is entered into this _____ day of _____, 2018, by and between the **CITY OF ROSEVILLE**, a municipal corporation, hereinafter "City", and **BBC ROSEVILLE OAKS, LLC**, an Illinois limited liability company, hereinafter "Landowner", pursuant to the authority of Sections 65864 through 65869.5 of the Government Code of California.

Recitals

1. **Development Agreement.** On August 1, 1996, the City and Hewlett-Packard Company entered into that certain agreement entitled "Development Agreement By and Between The City of Roseville and Hewlett-Packard Company Relative to the Roseville Master Plan" (the "Original Development Agreement"). The Original Development Agreement was recorded in the Official Records of Placer County on August 16, 1996, as instrument No. 96-00047544 and re-recorded on March 25, 1998 as Instrument No. 98-0019739.

2. **First Amendment of Development Agreement.** On May 23, 2001, the City and Hewlett-Packard Company entered into that certain agreement entitled "First Amendment of Development Agreement By and Between The City of Roseville and Hewlett-Packard Relative to the Roseville Master Plan" ("First Amendment"). The First Amendment was recorded in the Official Records of Placer County on June 7, 2001, as Instrument No. 2001-0056191. The Original Development Agreement, as amended by the First Amendment, shall be referred to herein as the "Development Agreement." Except as otherwise defined herein, all capitalized terms used herein shall have meanings ascribed thereto in the Development Agreement unless otherwise provided

herein. All reference to "Section" herein, unless otherwise noted, shall mean and refer to the corresponding Section of the Development Agreement.

3. **Subdivision of Hewlett-Packard Property.** Hewlett-Packard subdivided the Master Plan Property into four Parcels. Subsequent to that time, Hewlett-Packard transferred and/or sold parcels to other landowners. Therefore, there are multiple landowners with legal interest in the existing Development Agreement.

4. **Campus Oaks Master Plan.** On August 5, 2015, the City approved the Hewlett-Packard Campus Oaks Master Plan Amendment that amended the Master Plan for Parcel 1 and Parcel 4.

5. **Second Amendment of Development Agreement for Parcels 1 and 4.** On August 19, 2015, the City approved entering into a Second Amendment to the Development Agreement for Parcel 1 and Parcel 4 with Hewlett-Packard and BBC Roseville Oaks LLC.

6. **Third Amendment of Development Agreement for Parcel 1.** On August 19, 2015, the City approved entering into a Third Amendment to the Development Agreement for Parcel 1 with Hewlett-Packard.

7. **Fourth Amendment of Development Agreement for Parcel 4.** On August 19, 2015, the City approved entering into a Fourth Amendment to the Development Agreement for Parcel 4 with BBC Roseville Oaks, LLC.

8. **Fifth Amendment of Development Agreement for Parcel 4.** On September 7, 2016, the City approved entering into a Fifth Amendment to the Development Agreement for Parcel 4 with BBC Roseville Oaks, LLC.

9. **Sixth Amendment of Development Agreement for Parcel 3.** On May 18, 2017, the City approved entering into a Sixth Amendment to the Development Agreement for Parcel 3 with Quality Investment Properties Roseville, LLC, Quality Investment Properties Roseville II, LLC, and Quality Investment Properties Roseville Land Company, LLC.

10. **Campus Oaks Property Subject to Seventh Amendment.** The subject of this Seventh Amendment is the development of the Campus Oaks Property, as defined in the Fifth Amendment and more particularly described in Exhibit A attached and incorporated hereto and diagrammed in Exhibit B also attached and incorporated hereto. Landowner represents that it owns the Campus Oaks Property in fee and that all other persons holding legal or equitable interests in the Campus Oaks Property shall be bound by this Seventh Amendment.

11. **Purpose of Amendment.** The purpose of this Seventh Amendment is to modify some of the land use acreages within the Campus Oaks Property so as to remove 10.5 acres of Business Professional uses and increase Commercial/Retail uses by 10.5 acres resulting in a new total of 29.8 acres of Commercial/Retail uses.

12. **Amendments to Master Plan for Campus Oaks Property.** In connection with Landowner's reconfigured development of the Campus Oaks Property over time, Landowner has

prepared and processed with the City, and the City has approved as provided below, certain amendments to the Hewlett-Packard Campus Oaks Master Plan for the Campus Oaks Property (the "Second Amended HPCO Master Plan"). The purpose of this Seventh Amendment is to amend the Development Agreement and the Entitlements vested thereby, including incorporating the Second Amended HPCO Master Plan as part of the Revised Entitlements described herein, as applied to development of the Campus Oaks Property to facilitate the planned development of the Campus Oaks Property.

13. **Authorization.** To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, et seq., of the Government Code (the "Development Agreement Statute"), which authorizes the City of Roseville and an applicant for a development project to enter into a development agreement establishing certain development rights in and obligations with respect to the property which is the subject of the development project application. In addition to this statutory authorization, Section 1.4 of the Development Agreement allows amendments to the Development Agreement that affect less than the entire Master Plan Area to be approved by the owner(s) in fee of the portions of the Master Plan Area that is subject to or affected by such amendment. In accordance with Section 1.4 of the Development Agreement, Landowner proposes hereby to amend the terms and conditions for development only as to the Campus Oaks Property, which amendments are limited to the Campus Oaks Property, do not impose any new burdens or obligations on any other property in the Master Plan Area, and do not affect or impair the development rights of any other properties within the Master Plan Area.

14. **Hearing.** On October 25, 2018, the City Planning Commission, designated by Roseville Ordinance No. 3014 as the planning agency for purposes of development agreement review pursuant to Government Code Section 65867, following a duly noticed and conducted public hearing, considered this Seventh Amendment and recommended that the City Council approve this Seventh Amendment for the Campus Oaks Property.

15. **Environmental Review.** On August 5, 2015, in connection with its approval of the Second and Fourth Amendments to the Development Agreement, the City Council adopted the Addendum to the Plan FEIR (the "First Addendum") for development of the residential, business professional, commercial, light industrial (tech/business park), park, open space and public/quasi-public uses within the Campus Oaks Property consistent with the Entitlements vested by the Development Agreement. An Initial Study prepared in support of the First Addendum identified mitigation measures to reduce environmental impacts which have been incorporated into the Amended Master Plan for the Campus Oaks Property and in the terms and conditions of the Development Agreement, which shall continue to apply, as applicable, to the development of the Campus Oaks Property.

On August 17, 2016, in connection with its approval of the First Amended HPCO Master Plan and the Fifth Amendment, the City Council adopted the Second Addendum to the Plan FEIR (the "Second Addendum") for development of the Campus Oaks Property consistent with the reconfigured land uses approved for the Campus Oaks Property. An Initial Study prepared in

support of the Second Addendum identified no new environmental impacts and accordingly no additional mitigation measures are required.

On December 5, 2018, in connection with its approval of the Second Amended HPCO Master Plan and the Seventh Amendment, the City Council adopted the Third Addendum to the Plan FEIR (the "Third Addendum") for development of the Campus Oaks Property consistent with the reconfigured land uses approved for the Campus Oaks Property. An Initial Study prepared in support of the Third Addendum identified no new environmental impacts and accordingly no additional mitigation measures are required.

16. **No New Impacts Associated with Approval of Amendment.** The City Council has determined that the adoption of this Seventh Amendment involves no new impacts not considered in the First Addendum, Second Addendum, or Third Addendum; therefore, no further environmental documents relating to the adoption of this Seventh Amendment are required.

17. **Development Agreement Ordinance.** City and Landowner have taken all actions mandated by and fulfilled all requirements set forth in the Development Agreement Ordinance of the City of Roseville, Chapter 19.84 of the Roseville Municipal Code. This Seventh Amendment, to the extent it amends and affects the terms of the Development Agreement for the Campus Oaks Property, is consistent with and authorized by the amendment provisions of Section 1.4 of the Development Agreement.

18. **Consistency with Amended General Plan, Amended Master Plan, First Amended HPCO Master Plan, and Second Amended HPCO Master Plan.** Having duly examined and considered this Seventh Amendment and the Revised Entitlements to be vested hereby, and having held properly noticed public hearings hereon, City finds and declares that this Seventh Amendment is consistent with the Amended General Plan of the City of Roseville, the Amended Master Plan, the First Amended HPCO Master Plan, and the Second Amended HPCO Master Plan.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendment of Development Agreement.** The following section of the Development Agreement for the Campus Oaks Property is hereby amended as follows:

a. **Revised Section 2.2 (Vested Entitlements).** The land use acreage allocation set forth in Section 2.2 of the Development Agreement is hereby revised to read as follows:

"2.2 Vested Entitlements. Subject to the provisions and conditions of this Agreement, City agrees that City is granting, and grants herewith, a fully vested entitlement and right to develop the Campus Oaks Property in accordance with the terms and conditions of this Agreement and the Entitlements. City acknowledges that the Entitlements include the following land uses (with approximate acreages) for the Campus Oaks Property:

Low/Med Density Residential	77.1 acres/491 units
High Density Residential	21.9 acres/457 units
Commercial/Retail	29.8 acres/240,000 sq.ft.
Light Industrial (Tech Park/Business Park)	32.8 acres/300,000 sq.ft.
Parks	10.7 acres
Paseos	3.2 acres
Open Space	1.6 acres
Fire Station and Well Site (P/QP)	2.5 acres

Roads	10.7 acres
TOTAL	190.3 acres

all as set forth in **Exhibit B**. Such uses shall be developed in accordance with the Entitlements, as such Entitlements provide on the effective date of the Development Agreement, or as they may provide from time-to-time by amendment of the Master Plan. Landowner's vested right to proceed with the development of the Campus Oaks Property shall be subject to subsequent approvals as defined and as provided for in the Master Plan, provided that any conditions, terms, restrictions, and requirements for such subsequent approvals shall not prevent development of the Campus Oaks Property for the uses and to the density or intensity of development or rate of timing of development set forth in this Agreement so long as any limitations set forth in the Master Plan applicable to the Campus Oaks Property have not been reached and further provided Landowner is not in default under this Agreement."

2. **Exhibits.** The following Revised Exhibits are attached hereto and incorporated herein by reference and hereby replace and supersede the respective Exhibits previously attached to the Development Agreement with respect to the Campus Oaks Property. Accordingly, all references to the applicable Exhibits in the Development Agreement with respect to the Campus Oaks Property, as amended hereby, shall mean and refer to the corresponding Revised Exhibits below:

- Exhibit A -- Legal Description of Campus Oaks Property
- Exhibit B -- Land Use Map of Campus Oaks Property

3. **Consistency with General Plan.** The City hereby finds and determines that execution of this Seventh Amendment is in the best interest of the public health, safety and general welfare and is consistent with the General Plan.

4. **Amendment Limited to Campus Oaks Property.** This Seventh Amendment is limited to and applies only to development of the Campus Oaks Property and does not affect or apply in any manner with respect to the development of any other property within the Master Plan Area, including without limitation, any other portion of the Campus Oaks Property.

5. **Amendment; Balance of Development Agreement In Full Force.** This Seventh Amendment amends, but does not replace or supersede, the Development Agreement. In the event of any conflict, the language of this Seventh Amendment shall be controlling in all events or circumstances. Except as modified hereby, all other terms and provisions of the Development Agreement shall remain in full force and effect.

6. **Form of Amendment; Execution in Counterparts.** This Seventh Amendment is executed in duplicated originals, each of which is deemed to be an original, and may be executed in counterparts.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____ adopted by the Council of the City of Roseville on the ____ day of _____, 2018.

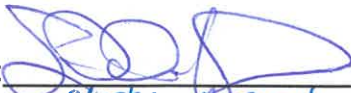
CITY:

CITY OF ROSEVILLE,
a municipal corporation

By: _____
Dominick Casey, City Manager

LANDOWNER:

BBC ROSEVILLE OAKS, LLC,
an Illinois limited liability company

By:  _____
Name: Stephen G. Des Jardins
Title: Member

ATTEST:

Sonia Orozco, City Clerk

APPROVED AS TO FORM:

Robert R. Schmitt, City Attorney

APPROVED AS TO SUBSTANCE:

 _____
Mike Isom, ~~Acting~~ Development Services
Director

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer

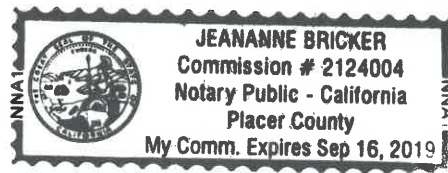
On November 15, 2018, before me, Jeananne Bricker, Notary Public
(Here insert Name and Title of Officer)
personally appeared Stephen L. Des Jardins,
Name(s) of Signer(s)

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.

Jeananne Bricker
NOTARY PUBLIC SIGNATURE



NOTARY PUBLIC SEAL



COUNCIL COMMUNICATION

CC #: 9678

File #: 0103-12-02

Title: World Health Organization Network of Age-Friendly Cities 2018 Update Report

Contact: Kathy M. Barsotti 916-774-5955 kbarsotti@roseville.ca.us

Meeting Date: 12/19/2018

Item #: 6.34.

RECOMMENDATION TO COUNCIL

Recommend Council approve the World Health Organization (WHO) Network of Age-Friendly Cities 2018 Update Report and that it be submitted to the American Association of Retired Persons (AARP), and the WHO Network of Age-Friendly Cities local agency, allowing the City of Roseville to continue the distinction of being members of the WHO Network of Age-Friendly Cities.

BACKGROUND

In 2010, the Senior Commission, in partnership with City staff, began the application process to join the Network of Age-Friendly Cities by creating a report that was required to be submitted to the WHO organization. The report was developed through information gleaned from surveys that were completed by Roseville residents, ages 60 and older. The survey focused on identifying potential barriers and services or programs for older residents that are within the purview of the City of Roseville or within the sphere of influence of city government. Key areas covered by the research included 1) outdoor spaces and buildings, 2) housing, 3) transportation, 4) social participation, 5) respect and inclusion, 6) civic participation and employment, 7) communication and information and 8) community support and health services. In 2012 the City Council approved the report. Staff submitted the report to WHO and the City received the designation of being members of the Network of Age-Friendly Cities. The designation is recognized world-wide.

In order to remain an age-friendly city with the WHO, cities are required to complete a five year update report. This report should include updated survey results and comparisons to the original survey results, in addition to any initiatives the City has adopted in order to improve the livability for older adults in Roseville.

Overall, the updated report shows the City of Roseville continues to rate high on most areas within the eight domains. The report also provides updated information on the three areas the Senior Commission and staff identified in 2012, as opportunities for improvement. The new report also identifies areas where the City might consider focusing resources. These areas include Transportation/Barriers, Housing, Inclusion in Community Decision Making and Meaningful

Communication/Awareness.

As part of the process to submit the report, the City of Roseville will be completing an application to join AARP. Since the original application was submitted to WHO in 2012, AARP has been designated the local partner agency for WHO and cities in California may now network with AARP California. Many benefits are available to cities that become members of AARP such as information and data regarding the aging population in Roseville's city limits and access to the database that currently includes the more than 17,000 AARP members living in Roseville. AARP's California corporate offices are located in downtown Sacramento and their staff have already attended a Senior Commission meeting and met with Parks, Recreation & Libraries staff to explain the benefits and resources available to members.

FISCAL IMPACT

This report has no fiscal impact.

ECONOMIC DEVELOPMENT / JOBS CREATED

This report has no economic impact.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Approving the World Health Organization Network of Age-Friendly Cities 2018 Update Report does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Kathy M. Barsotti, Recreation Manager

Dion Louthan, Park, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

WHO Age-Friendly Cities Update Report 2018

City of Roseville

World Health Organization Network of Age-Friendly Cities Progress Report 2018



November 1, 2018

Greetings:

In 2014, the City of Roseville embarked on a journey to join cities worldwide and become a member of the World Health Organization Global Network of Age-Friendly Cities. At that time, information gathered from the Area 4 Agency on Aging stated that over the next 25 years, Roseville's population of adults over the age of 60 was expected to increase by 25%. In 2018, for the first time in history of the world, the number of seniors is nearly the same as the number of children and by 2045, California as a whole, is projected to have more seniors than children. These statistics, along with many others outlined in this report, help to re-affirm the City of Roseville's commitment to its older population.

The City Council and I are happy to provide this Age-Friendly progress report that shows the City's accomplishments in addressing the needs and desires of our 60 and older residents. Through this report readers will see that the City of Roseville continues to work to make Roseville an age-friendly City. The truth is, many of the initiatives the City advances that are good for older adults are good for people of all ages. As the City continues to grow and the aging population continues to thrive, we are committed to maintaining high standards in each of the key areas identified by the World Health Organization as areas important to older adults. Those areas include: 1) outdoor spaces and buildings, 2) housing, 3) transportation, 4) social participation, 5) respect and inclusion, 6) civic participation and employment, 7) communication and information and 8) community support and health services.

A special thank you goes out to the City of Roseville's Senior Commission for their vision and leadership with this project. They have spent many hours reaching out to the community in order to receive feedback from older adults, throughout the city. They have spent time evaluating 2017 survey data and comparing it to 2012 survey results while remaining available to the senior community. The City Council and City staff appreciate your efforts in completing this report.

Thank you, too, to our older adult residents who choose to make Roseville their home and providing their thoughts and opinions to the City Council, Senior Commission and staff. With your engagement, the City of Roseville will continue to strive to be increasingly age-friendly.

Sincerely,



Susan Rohan
Mayor

Acknowledgement

The City of Roseville is grateful to those who participated in the completion of the World Health Organization (WHO) Age Friendly Cities Update report. The current Senior Commission and the Senior Commission Age Friendly Ad Hoc Committee were both instrumental in completing the tasks necessary to gather the pertinent information for the report.

Thank you to the members of the City of Roseville's Senior Commission:

- Bobbi Knapp (Chair)
- Penny Beingessner (Vice Chair)
- Marlene Cristanelli
- Gary Eagan
- Brian Parry
- Cyndee Reed
- Jim Williams

Special thank you to the Senior Commission's Ad Hoc Committee Penny Beingessner, Brian Parry and Jim Williams. This team contributed many hours to the completion of this report and were instrumental in providing input and suggestions on how to create a thorough and informative report.

The Senior Commission would also like to thanks the Roseville City Council for their support for this project and the senior residents of Roseville.

- Susan Rohan (Mayor)
- Bonnie Gore (Vice Mayor)
- John Allard
- Scott Alvord
- Tim Herman

Project Overview

With the recommendation of the Roseville Senior Commission and the support of the Roseville City Council, the City of Roseville began the process of becoming a member of the World Health Organization's Global Network of Age Friendly Cities. The project originated to develop a report that would help guide the development of strategies, policies and programs for both the city government and larger community to establish Roseville as an age-friendly community. The project focused on identifying potential barriers, services and programs for older residents that are within the purview of the City of Roseville or within the sphere of influence of city government. Key areas covered by the research included 1) outdoor spaces and buildings, 2) housing, 3) transportation, 4) social participation, 5) respect and inclusion, 6) civic participation and employment, 7) communication and information and 8) community support and health services.

The project centered on gathering information about the opinions, attitudes and needs of the city's residents who were 60+ years of age. The information gathered would help identify and implement key strategic initiatives that would serve the city's older residents and, in turn, the community at large.



In 2012, the Senior Commission forwarded the completed WHO Age Friendly Cities report to the City Council. The Council approved the report and it was forwarded to World Health Organization and the City of Roseville was awarded the title of World Health Organization's Global Network of Age Friendly City.

As part of the WHO Age-Friendly designation, cities commit to provide a five year follow up report. In 2017, the Senior Commission began the process of creating the update report. The process included

- a comprehensive electronic and written survey distributed to thousands of residents age 60 and over
- a comparison of 2012 versus 2017 survey findings
- a projection and analysis of demographic current and future trends
- identification of key issues and opportunities for Roseville

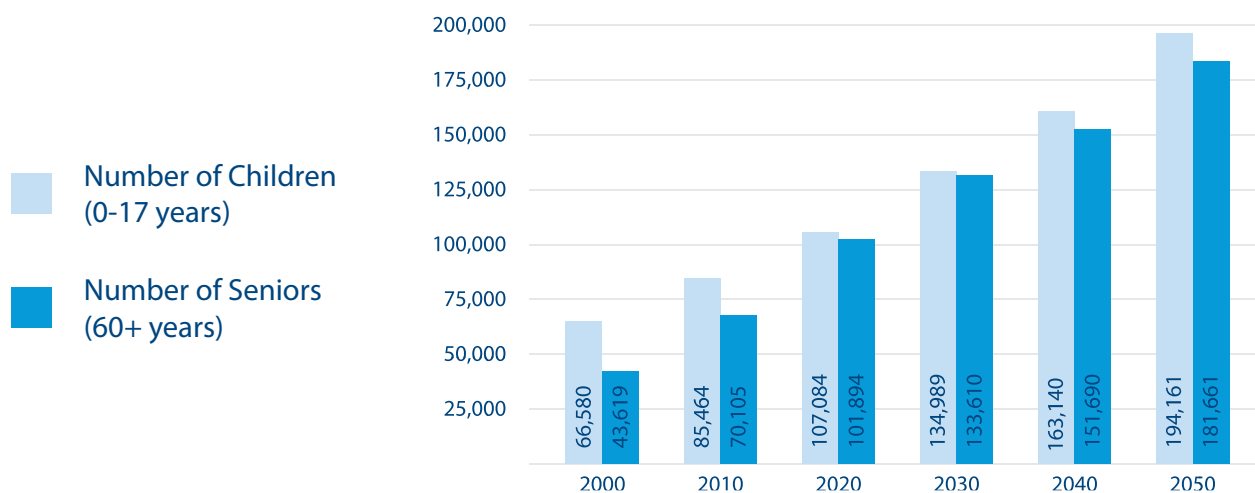


This report summarizes the results of the research. The first section of the report will review current demographics of Roseville residents over the age of 60. The next section will outline what older adults like best about living in Roseville and review areas where survey scores improved from the previous survey results. The next section will identify the challenges that older adults in Roseville have identified as those they are facing or anticipate facing as they age. This section also explains areas for opportunity for the issues identified. The final section of the report summarizes findings about the social economic value of Roseville's older residents.

Demographics

For the first time in the history of the world, the number of seniors is beginning to exceed the number of children. In rural Nevada and Sierra Counties, this shift already happened in the year 2000. In Sacramento County, the State has projected there will be more older people than younger people by 2030. Yolo County is expected to follow suit in 2035. Placer, Sutter and Yuba Counties have larger proportions of kids, delaying this overall trend. By 2045, California as a whole will have more seniors than children.

POPULATION OF CHILDREN AND SENIORS: PLACER COUNTY



Information gathered from the Area 4 on Aging - The Dual Challenge: Placer County

Information received from the 2010 US Census Bureau states that 26,241 Roseville residents will be 60+ years as of 2017, which makes up 20.5% of its population.

Notable Achievements

In 2012, the Senior Commission partnered with City staff to distribute a comprehensive survey to identify strengths and areas needing improvement regarding various topics mentioned earlier in this report, affecting seniors. In order to measure areas of improvement or requiring improvements, the current Commission chose to re-distribute the survey in 2017.

In 2012, the Senior Commission identified three areas requiring improvement: transportation, inclusion in community decision making and meaningful communication/awareness of services and programs. The graphics below show comparisons between the 2012 and 2017 results.

TRANSPORTATION

What is your primary method of transportation?



Personal Car

2017

97%

2012

98%



Public Transportation

1%

2%



Ride Share

2%

N/A

Are you able to reach shopping, recreation and key destinations, such as medical services and banks at an affordable price?



Yes: 88%
No: 12%



Yes: 62%
No: 38%

Do you feel any discomfort on public transportation, such as disrespect by other passengers or transit personnel?



Yes: 22%
No: 78%



Yes: 30%
No: 69%

Transportation Achievements

Both in 2012 and currently, nearly 100% of older adults residing in Roseville continue to use their personal vehicles as their primary source of transportation. Since 2012, 26% more older adults are better able to reach local, key destinations at an affordable price and 8% fewer feel discomfort on public transportation.

MEANINGFUL COMMUNICATION/AWARENESS OF SERVICES AND PROGRAMS

Do you know about Maidu Senior Programs and activities?

2017



Yes: 78%
No: 21%

2012

N/A

Did you know the City of Roseville provides programs and services specifically for older adults at Maidu Community Center and other facilities citywide?



Yes: 79%
No: 21%

N/A

Meaningful Communication/Awareness of Services and Programs

As seen in the questions listed in the table regarding meaningful communication and awareness of services and programs, new questions were added to the survey created in 2017. The Senior Commission recognized that if these topics were areas requiring improvement, questions need to be included in the survey to better evaluate how older adults rated them. Although comparisons are not available, the information provide is significant. Both questions show that, in regards to City of Roseville offered programs and services, the greater majority of respondents stated they are aware of what it available through the Parks, Recreation & Libraries Department.

Strengths: What Do Older Adults Residents Like Best About Roseville?

Below are the areas that showed significant improvement from 2012 or received high ratings in the 2017 survey and should be noted.

Approximately 63% of Roseville adults aged 60+ use Roseville city parks and/or trails. Many comments expressed that seniors use parks and trails for exercise. When in public buildings, 95% of responders stated they do not have trouble accessing or negotiating restrooms, elevators, entryways, ramps or stairs. Although the percentage increased only by 2% from 2012, the overall statistic is worthy of mention.

Other notable strengths include that more than 90% of respondents ranked the following good to exceptional: appropriate seating and rest locations in Roseville parks and trails, adequate and well-marked pedestrian crossing and public buildings and shopping areas.



Challenges: What Problems and Issues Do Older Residents Face?

This section of the report reflects the areas that showed requiring improvement or received low ratings and should be noted.

Transportation/Barriers

Feedback from the 2012 survey showed that 97% of the survey respondents shared that their primary method of transportation was their personal vehicles. However, many reported several items such as three left turn lanes, hard to see signs, not knowing the speed limits on certain streets and barriers blocking sight at entry/exit ways as concerns.

A significant change in ratings is how people responded to if they found barriers, such as heavy traffic, lack of parking, inadequate signage or poorly maintained streets. An increase of nearly 20% of respondents stated they experience increased issues with barriers. A follow up question was included this year asking residents to identify where the issues exist. 220 responses were made. The majority of the issues include heavy traffic citywide, however a few of the major streets such as Douglas Blvd, Pleasant Grove Blvd, Roseville Parkway and Blue Oaks are specifically mentioned. Downtown Roseville was mentioned for both excessive traffic and lack of parking. Finally, there were many comments regarding the congestion on the freeways (Interstate 80 and Highway 65), as well as the on and off ramps. Finally, there were comments made about lack of parking near busy or popular businesses and/or lack of handicap parking in those areas as well.

Roseville Transit has made some notable improvements for those community members and seniors who use the bus system. It should also be noted that Roseville Transit is in the midst of updating their Master Plan which will include seeking input from the senior community.

Some of the improvements implemented recently include the following:

- 1. Adding discount fares for people 60 years and older.*
- 2. Publishing a user friendly guide explaining how to use the bus system including detailing routes to popular destinations such as medical facilities, shopping and entertainment.*
- 3. Expanded the popular "Transit Ambassador" program to include "Mobility Training". This comprehensive free training program for seniors and those with disabilities provides personal training on how to use the bus system.*
- 4. Addition of the "Paratransit Bus Service" specifically designed to help individuals with disabilities.*



Roseville Transit communicates with the community through printed bus service guides available at all City facilities and maintains a website containing not only information about their services but also includes "how to" videos. They also attend community forums and conduct presentations while seeking input regarding transportation needs.

The city of Roseville also has a "Transportation Commission" which reviews and makes recommendations to the City Council regarding transportation needs. The commission meets monthly and is open to the public.

Opportunities to Address Transportation Issues

City staff have shared information received from the survey regarding traffic concerns throughout the City. Various specific plans that include current or future construction address traffic needs and have plans to include construction that helps to alleviate some traffic concerns. For example, currently the Highway 80 and 65 connector is being expanded to alleviate congestion on Highway 65 and the back up on east bound Highway 80.

Other opportunities is to identify current stakeholders, such as Seniors First, Meals on Wheels, My Rides and City of Roseville's Transportation Division (Roseville Transit), identify resources available and make the information available and accessible to the older population.

Housing

Survey results identified that the availability of affordable housing in Roseville for older adults has decreased from 87% to 70%. In addition, there is a 10% decrease in those who think that housing is located in areas close to shopping, recreation, transportation and social needs. Finally, survey results show that 45% of respondents felt that their single family home is going to need modifications (such as grab bars for the shower, wider doors, etc...) to safely maintain their lifestyle. This is an increase of 18% from the 2012 survey.

Opportunities to Address Affordable Housing Issues

The City of Roseville's Housing Division provides an abundance of information on affordable housing in Roseville on the City's website. Currently, there 2,867 affordable units developed in the Roseville Affordable Housing Program. Nearly \$6 million were deployed into Roseville in 2017 budget year through housing, low-income community investment and service programs. Currently, there are three construction projects underway that include affordable rental and affordable purchase units.

With so much information available on the City's website, alone, and the number of units available in Roseville, it begs the question of whether or not older adults in Roseville are aware of the options available to them.

Inclusion in Community Decision Making

Only 38% of older adults in Roseville feel they are included in community decision making on issues that affect seniors. This rating is a 19% decrease from 2012 results. This data is particularly interesting as, during the time the survey was distributed, the City of Roseville was half way through the Engage Roseville initiative. The City reached out to Roseville residents and invited them to participate in an exercise where they were asked to provide feedback on City services and how much funding, if any,



should be allocated from the general fund. At one point, every household in Roseville received a printed invitation to participate in any and all of the various opportunities to provide feedback.

Opportunities to Address Inclusion in Community Decision Making

As stated above, during the period the survey was conducted, the City of Roseville was reaching out to Roseville residents through the Engage Roseville process. Each household was sent information on how to provide input on how the City spent dollars from the general fund. It may be beneficial to include additional questions on the survey, when it is conducted next time, to have residents provide feedback on what types of decision they want to be more involved with, or how to share opinions or input on certain decisions.



Meaningful Communication/Awareness

Nearly 4% of those surveyed rated that written communication from the City of Roseville is easily found, was satisfactory, good or exceptional and 78% felt that communication was easily understood.

When asked questions about information and services provided by Fire/PD, local care providers, community health clinics, home health care, transportation to/from health care providers and availability of information about care giving services and other health related issues being readily available and understandable, and average of 79% of residents rated these satisfactory to exceptional. The lowest rating, however at 70% is information about care giving services and other health related issues being readily available and understandable.

Opportunities to Address Meaningful Communication/Awareness

The Senior Commission is evaluating new ways to communicate with the older population in Roseville. Understanding that not all seniors use the internet to gain information, the commission is working to find alternative ways to communicate for those who want improved or increased communication. That being said, the commission has found that most individuals who are 60+ years in Roseville do, in fact, utilize the internet to do many things, including gather information and gain awareness of things that interest them. Partnering with local agencies that are well known to provide information or aide to older adults, will need to be a method to increase the City's and others' reach to this demographic.

Roseville's Older Adults as a Social and Economic Resource

In the 2012 report, it was identified that older adults are a vital community resource through their participation in important activities such as paid work, volunteering and caregiving. Research documented the remaining actively engaged in one's community not only provides benefits for the community, but is also correlated with better health and other positive outcomes for the participants themselves.

The first and third tables below show the level of participation from older adults in Roseville in both the workforce and as volunteers. Survey results in below show that there is a 7% decrease in the number of fully retire individuals and an overall 5% increase in the number of people are either retired, working part-time, working fulltime or not retire and working part-time.

What is your employment status?

	2017	2012
Fully Retired	76%	83%
Retired, work part-time	9%	8%
Work fulltime	8%	5%
Work part-time	3%	2%
Disabled	3%	1%
Looking for work	1%	1%

The question below identifies that those surveyed are less likely to be given opportunities to volunteer today, as opposed to 2012. Similarly, when asked if they volunteer, more residents 60+ years volunteered in 2012 versus now.

Are you given opportunities to volunteer your services for the city, schools, local non-profits and other private services or events?



Yes: 80%
No: 20%



Yes: 89%
No: 11%

Do you volunteer?



Yes: 42%
No: 58%



Yes: 47%
No: 53%

Possible the most significant information gleaned from the survey results is the impact older adults have as social and economic resources. As seen in Table #1, when combining the volunteer contributions with working fulltime and part-time, the estimated monetary value of older adults in Roseville continues to be over \$120 million.

	% of Older Adults		Number of Older Adults		Average # of Hours/Week		Average Hourly Rate		Annual Total (millions)	
	2017	2012	2017	2012	2017	2012	2017	2012	2017	2012
Volunteers	42%	47%	11,021	10,308	3.5	3	\$24.69	\$24.75	\$40.8	\$38.3
Working Part-time	3%	3%	787	644	18	18	\$24.69	\$24.75	\$17.5	\$14.3
Working Fulltime	5%	8%	1,312	1,074	40	40	\$24.69	\$24.75	\$64.8	\$53.2

Table #1 - Estimated Economic Contribution of Old Adults in Roseville
(Volunteers contribute an average of 3.5 hours per week from Network for Good; www.networkforgood.org)

Conclusion

When comparing the 2017 survey to the 2012 survey, the data supported that Roseville is seen as an Age-Friendly City. Again, the majority of the city's 60+ population love living in the community and appreciate the amenities that it offers.

Some of the areas that show a strength in the survey is the number of residents who use the City of Roseville parks, facilities and biking/walking trails. Many respondents use the City's park and trails systems several times per month, consistently and find it easy to navigate them. They also feel there is plenty of seating along the way, so people can stop and rest if needed, or just sit and enjoy the parks and the community.

There were a few challenges identified such as improving transportation barriers, housing issues both affordability and current home modifications, and being able to find information about services especially those services needed as people age.

The most appropriate role for the City of Roseville is to identify opportunities to improve upon these challenges and facilitate partnerships that will strengthen delivery of services to the older adult population. The Parks and Recreation Senior Commission is committed to help to improve these areas and working with other agencies that can help or better facilitate some of these initiatives.

Appendix

The following are links to City and community websites that can provide information to Roseville residents, especially those 60+ years.

[City of Roseville Adult & Senior Programs](#)

[Parks, Recreation & Libraries Fifty and Better - FAB](#)

[Senior Commission](#)

[City of Roseville Newsletters Sign Ups](#)

[Roseville Transit](#)

[City of Roseville Affordable Housing](#)

[Roseville Coalition of Neighborhood Associations](#)

[City of Roseville Events](#)

[Neighborhood Watch](#)

[Engage Roseville](#)

[City of Roseville Public Works](#)

[AARP](#)



COUNCIL COMMUNICATION

CC #: 9680

File #: 0103 & 0103-04-02 & 0103-05-02

Title: Appointment of Youth Board Member and Youth Commissioners

Contact: Kelly Aye 916-774-5264 kaye@roseville.ca.us

Meeting Date: 12/19/2018

Item #: 6.35.

RECOMMENDATION TO COUNCIL

Appoint Jacia Pangilinan as the Library Board Youth Member with a term ending December 31, 2019.

Appoint Riley Moore as the Parks and Recreation Commission Youth Commissioner with a term ending December 31, 2019.

BACKGROUND

The Municipal Code allows for the opportunity of high school students to serve a one-year term on the Library Board, Grants Advisory Commission, Parks and Recreation Commission, and Transportation Commission. The terms of youth commissioners are one year and expire every year on December 31.

Recruitment of youth commissioners was conducted by the City Clerk's Department in October. Due to the lack of applications the deadline to apply was extended into November. The opportunity to serve as a youth commissioner was advertised on the City website and with the Roseville Press Tribune. Counselors and administrators at the City's high schools were also notified of the City's recruitment efforts. The Library Board and Parks & Recreation Commission received applications while the Transportation Commission and the Grants Advisory Commission did not. The Grants Advisory Commission and Transportation Commission will forgo youth commissioners for the year 2019.

Review of the applications and interviews of the applicants were completed by the commissions in November and December. Staff is now requesting City Council to approve the recommended appointments.

FISCAL IMPACT

There is no fiscal impact.

ECONOMIC DEVELOPMENT / JOBS CREATED

None.

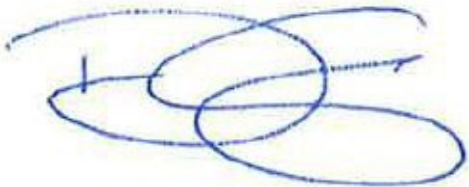
ENVIRONMENTAL REVIEW

The California Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonable foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The appointment of members to boards or commissions does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Kelly Aye, Deputy City Clerk

Sonia Orozco, City Clerk

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Dominick Casey, City Manager



COUNCIL COMMUNICATION

CC #: 9684
File #: 0102-10

Title: Resolution of Commendation to Raul Cervantes
Contact: Jason Shykowski 916-774-5319 jshykowski@roseville.ca.us

Meeting Date: 12/19/2018
Item #: 6.36.

RECOMMENDATION TO COUNCIL

Recommend Raul Cervantes be commended for 30 years of outstanding service and dedication to the City of Roseville and wished a long, healthy, and enjoyable retirement.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Jason Shykowski, Acting Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Cervantes Resolution

CITY OF ROSEVILLE



OF

COMMENDATION

WHEREAS, Raul Cervantes began his distinguished career with the City of Roseville in July of 1988 as an Assistant Engineer in the Public Works Capital Improvement Projects (CIP) section, and has chosen to retire after 30 ½ years of dedicated service; and

WHEREAS, Raul was promoted to Associate Engineer managing the CIP section in 1990, and was reclassified to Senior Engineer in 2006; and

WHEREAS, throughout his career with the City of Roseville, Raul has demonstrated his extensive knowledge of the environmental permitting, financing, designing, and construction of CIPs and has led the effort for many City infrastructure projects including most recently the Oak Street Roundabout, the Town Square, Fire Stations 1 and 9, and the Oak Street Parking Garage; and

WHEREAS, Raul was responsible for the training of many of the engineering staff serving today at numerous levels of responsibility and in various departments throughout the City; and

WHEREAS, during his career, Raul earned a reputation of completing projects on time and within budget, gave it his all every day, and will leave a lasting mark on the City's infrastructure well into the next century; and

WHEREAS, Raul has received the distinguished Pride of Roseville award three times over his career with the first time being in 1991, the second in 1993, and the third time in 2001; and

WHEREAS, Raul will be greatly missed and remembered by all of his friends and coworkers.

NOW, THEREFORE, I, BONNIE GORE, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby commend **RAUL CERVANTES** for his 30+ years of outstanding service and dedication to the City of Roseville and extend wishes for a long, healthy and enjoyable retirement.

SIGNED this 19th day of December, 2018.

BONNIE GORE, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 9704
File #: 0102-10

Title: Resolution of Commendation to Holly Heffernan Krelle
Contact: Art Vogtlin 916-774-5111 avogtlin@roseville.ca.us

Meeting Date: 12/19/2018
Item #: 6.37.

RECOMMENDATION TO COUNCIL

Recommend Holly Heffernan Krelle be commended for 18 years of outstanding service and dedication to the City of Roseville and wished a long, health, and enjoyable retirement.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonable foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Ceremonial documents do not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Art Vogtlin, IT Program Manager

Hong Sae, Chief Information Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution of Commendation

CITY OF ROSEVILLE
RESOLUTION
OF
COMMENDATION

WHEREAS, Holly Heffernan Krelle began her distinguished career with the City of Roseville on October 4, 2000 as a Programmer Analyst I; was reclassified to Systems Analyst I in June 2001, was promoted to Systems Analyst II in October 2001, and reclassified to Business Systems Analyst II in August 2012; and

WHEREAS, Holly has been the lead technical analyst for many essential Roseville systems, and has supported the full range of City systems starting with HP midrange computers and transitioning to Windows servers; and

WHEREAS, Holly completed countless system upgrades, replacements and data conversions, helped launch citizen-facing technologies like online permitting, the Roseville Library system, and helped implement the latest cloud technologies for City departments; and

WHEREAS, Holly received the Pride of Roseville "Innovation Top Team" Award in 2009, 2010, 2012 and 2015; and

WHEREAS, Holly received the Information Technology "Outstanding Service" award for her cyber-incident response in 2011, and was awarded the Parks, Recreation & Libraries Director's Commendation "Innovation Team Award" in 2015.

NOW, THEREFORE, I, BONNIE GORE, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby commend **HOLLY HEFFERNAN KRELLE** for her 18 years of outstanding service and dedication to the City of Roseville and extend wishes for a long, healthy, and enjoyable retirement.

SIGNED this 19th day of December, 2018.

BONNIE GORE, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 9683
File #: 0102-10

Title: Resolution of Commendation to John Hernandez
Contact: Jose Lopez 916-5444 jlopez@roseville.ca.us

Meeting Date: 12/19/2018
Item #: 6.38.

RECOMMENDATION TO COUNCIL

Recommend John Angelo Hernandez be commended for 31 years of outstanding service and dedication to the City of Roseville and wished a long, healthy, and enjoyable retirement.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Jose Lopez, Senior Engineer

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

John Hernandez Resolution

CITY OF ROSEVILLE



OF

COMMENDATION

WHEREAS, John Angelo Hernandez began his distinguished career with the City of Roseville in January, 1987, and has chosen to retire after 31+ years of service; and

WHEREAS, John was originally hired as a Maintenance Worker I in the Public Works Department, Wastewater Collection Division and promoted to Maintenance Worker II in June 2, 1988; and

WHEREAS, John was promoted to Public Works Inspector in September 2000 in the Public Works Department, Engineering Division and was assigned to inspection of public and private public infrastructure projects; and

WHEREAS, John was promoted to Senior Construction Inspector in August 2015 for his excellence and advanced experience performing public works inspections; and

WHEREAS, John obtained CWEA Grades 1 and 2 Collection Systems Operator certificates and received numerous Certificates of Completion in construction practices training; and

WHEREAS, John was a deserving recipient of the Pride of Roseville "Team Award" in June 1989, July 1994, August 1998, and September 2002 for his contributions and outstanding service to the City; and

WHEREAS, John has been an exceptional employee, used his expertise and hard work to make the City of Roseville a great place to live, work, play, and he will be greatly missed.

NOW, THEREFORE, I, BONNIE GORE, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby commend John Angelo Hernandez for his 31+ years of outstanding service and dedication to the City of Roseville and extend wishes for a long, healthy, and enjoyable retirement.

SIGNED this 19th day of December, 2018.

BONNIE GORE, MAYOR

ATTEST:

**SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA**





COUNCIL COMMUNICATION

CC #: 9682
File #: 0102-10

Title: Resolution of Commendation to Steven McGeorge
Contact: Jose Lopez 916-774-5444 jlopez@roseville.ca.us

Meeting Date: 12/19/2018
Item #: 6.39.

RECOMMENDATION TO COUNCIL

Recommend Steven McGeorge be commended for 34 years of outstanding service and dedication to the City of Roseville and wished a long, healthy, and enjoyable retirement.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Jose Lopez, Senior Engineer

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolutuion of Commendation

CITY OF ROSEVILLE



OF

COMMENDATION

WHEREAS, Steven Thomas McGeorge began his distinguished career with the City of Roseville as a Maintenance Worker I in the Public Works Department, Water Distribution Division in March, 1984, and was promoted to Maintenance Worker II in May 1985, and was promoted to Maintenance Worker Lead Worker in October 1986; and

WHEREAS, Steven was promoted to Public Works Inspector in September 2000 in the Public Works Department, Engineering Division and was assigned to inspection of public and private public infrastructure projects; and

WHEREAS, Steven was promoted to Senior Construction Inspector in October 2015 for his excellence and advanced experience performing environmental utilities inspections; and

WHEREAS, Steven obtained AWWA Grades 1, 2, and 3 Water Distribution Operator certification, backflow certification, and numerous Certificates of Completion in water distribution; and

WHEREAS, Steven was a deserving recipient of a Pride of Roseville "team award" in June 1989, a Pride of Roseville "individual award" in August 2001, and received numerous letters of commendation; and

WHEREAS, Steven has provided professional and loyal service to the City of Roseville, been an exceptional employee, used his expertise and hard work to make the City of Roseville a great place to live, work, play, and he will be greatly missed.

NOW, THEREFORE, I, BONNIE GORE, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby commend **STEVEN THOMAS MCGEORGE** for his 34 years of outstanding service and dedication to the City of Roseville and extend wishes for a long, healthy, and enjoyable retirement.

SIGNED this 19th day of December, 2018.

BONNIE GORE, MAYOR

ATTEST:

**SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA**





COUNCIL COMMUNICATION

CC #: 9681
File #: 0102-10

Title: Resolution of Commendation to Mark Morse
Contact: Kevin Payne 916-774-5256 kpayne@roseville.ca.us

Meeting Date: 12/19/2018
Item #: 6.40.

RECOMMENDATION TO COUNCIL

Recommend Mark Morse be commended for 24 years of outstanding service and dedication to the City of Roseville and wished a long, healthy, and enjoyable retirement.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonable foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Ceremonial documents do not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Kevin Payne, Assistant City Manager

Dominick Casey, City Manager



Dominick Casey, City Manager

ATTACHMENTS:

Description

Morse Resolution

CITY OF ROSEVILLE



OF

COMMENDATION

WHEREAS, Mark Morse began his distinguished career with the City of Roseville as an Administrative Analyst II in the Parks and Recreation Department in December 1994, and promoted to Environmental Coordinator in the City Manager's Office in October 1996; and

WHEREAS, Mark's efforts in securing multiple permit approvals were instrumental in the successful completion of \$20 million in flood control improvements which greatly reduced the flood risk in Roseville and helped Roseville achieve a Class 1 rating from FEMA; and

WHEREAS, Mark was instrumental in the development and completion of the City's "Open Space Preserve Overarching Management Plan" which consolidated 20 existing Operation and Management plans into a single plan that established the management and maintenance criteria for the City's preserve and open space system; and

WHEREAS, Mark has provided assistance in the review of environmental documents and future permitting associated with 10 specific plans; and

WHEREAS, Mark has been instrumental in securing environmental and permit clearance on all of the City's major Capital Improvement Projects over the past 22 years, and always looked for an equitable solution between infrastructure development and environmental concerns.

WHEREAS, Mark was the City's liaison with regulatory agencies and environmental groups such as Placer County Development Services Department, Placer County Air Control District, the Sierra Club, the Dry Creek Conservancy, State agencies such as the Fish and Wildlife Service and Federal agencies such as the Army Corps of Engineers; and

WHEREAS, Mark received a Pride of Roseville "Outstanding Work Performance" Award in June 1999 for his extraordinary efforts to complete the environmental documents and obtain numerous state and federal permits that were critical to implement the City of Roseville's flood control project; and

WHEREAS, Mark has provided professional and loyal service to the City of Roseville.

NOW, THEREFORE, I, BONNIE GORE, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby commend **MARK MORSE** for his 24 years of outstanding service and dedication to the City of Roseville and extend wishes for a long, healthy, and enjoyable retirement.

SIGNED this 19th day of December, 2018.

BONNIE GORE, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 9706
File #: 0102-10

Title: Resolution of Commendation to Guy Howes
Contact: Jose Lopez 916-746-1304 jlopez@roseville.ca.us

Meeting Date: 12/19/2018
Item #: 6.41.

RECOMMENDATION TO COUNCIL

Recommend Guy Howes be commended for 27 years of outstanding service and dedication to the City of Roseville and wished a long, healthy, and enjoyable retirement.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Jose Lopez, Senior Engineer

Jason Shykowski, Acting Public Works Director

A handwritten signature in blue ink, consisting of several overlapping loops and a final horizontal stroke.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Howes Resolution

CITY OF ROSEVILLE



OF

COMMENDATION

WHEREAS, Guy Howes began his distinguished career with the City of Roseville as a Civil Engineering Assistant in the Public Works Department, Engineering Division in March 1991, was promoted to Assistant Engineer in January 1993; and was promoted to Associate Engineer in July 1995; and

WHEREAS, Guy was promoted to Senior Engineer in April 2006 as head of the Public Works Department, Engineering Construction Inspection Group, where he guided the inspection team through multiple major public and private projects and Specific Plans; and

WHEREAS, Guy was instrumental in developing the City's first Trench Cut Ordinance; and

WHEREAS, Guy established and maintained the City's Design & Construction Standards over the course of his tenure; and

WHEREAS, Guy helped create and manage the City's first Municipal Separate Sewer Storm Drain System Permit from the State for Construction Site Run-off and Post Construction Permit Elements, resulting in cleaner City creeks and waterways; and

WHEREAS, Guy's construction oversight of seven (7) Specific Plans ranged from 1996 to 2018, resulted in many new lane miles of Roseville roadways and bridges; and

WHEREAS, Guy has been an exceptional employee, used his expertise and hard work to make the City of Roseville a great place to live, work, play, and he will be greatly missed.

NOW, THEREFORE, I, BONNIE GORE, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby commend **GUY HOWES** for his 27+ years of outstanding service and dedication to the City of Roseville and extend wishes for a long, healthy, and enjoyable retirement.

SIGNED this 28th day of November, 2018.

BONNIE GORE, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA



COUNCIL COMMUNICATION

CC #: 9686
File #: 0103-28

Title: Establishment of a Charter Review Commission and Recruitment of Members for 2020 Charter Amendments
Contact: Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

Meeting Date: 12/19/2018
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Request the City Council adopt a resolution establishing a nine member Charter Review Commission to review the Roseville City Charter in order to make recommendations to City Council on proposed amendments for placement on the 2020 General Election ballot, and authorize the City Clerk to advertise and recruit members for appointment at the February 20, 2019 City Council meeting.

BACKGROUND

The municipal government of the City of Roseville is provided through a Charter authorized by Article 11, §3(a) of the California Constitution. The Charter is a vital document which establishes a degree of autonomy to local governments. The Charter addresses important aspects of Roseville's authority, but in practice, it is not a static document.

The original Charter of the City of Roseville was adopted by the voters on April 1, 1935 and certified by the California Secretary of State on May 2, 1935. Modifications to the original document have been approved by the voters on several occasions, with the last major amendment occurring during the 2010 General Election. Although not required by state law, the City of Roseville has historically reviewed and amended the Charter every ten years.

Commission Selection and Composition

Terms of office will be from February 20, 2019 to November 3, 2020. The nine members of the advisory commission will be selected from a pool of applicants through a Council vote.

Commission Tasks and Staffing

The purpose of the Charter Review Commission is to review the Charter and make recommendations for amendments to the City Council for approval and submission to the voters for ratification. The City Clerk will take the lead in developing the work plan, serving as the staff liaison and will coordinate staff assistance to the Commission including the preparation of required materials such as agendas and minutes. A representative from the City Attorney's office will also

provide staff support and will assist with facilitation of meetings and when requested, provide information relative to topics identified for discussion.

Staff will assist the Commission in soliciting input on potential Charter amendments through a variety of methods such as community meetings, and will solicit direct input from other advisory boards and commissions and community groups. The meetings will be open to the public and held pursuant to the Brown Act.

Tentative Timeline for Charter Review Commission

- Recruitment period: January 7, 2019 to January 25, 2019
- Council appointments: February 20, 2019
- Organizational meeting and selection of Chair and Vice-Chair/Establish Rules of Procedures: March 18, 2019
- Monthly meetings commencing April 15, 2019 - third Monday of every month thereafter from 5:30 - 7:30 p.m.
- Complete report within one year of first meeting: March 16, 2020
- Hold two Public Forums on report and recommendations: March 30, 2020 and April 6, 2020
- Present report and proposed amendments to City Council: June 3, 2020
- Adopt resolutions calling for placement on ballot: June 3, 2020
- Argument and rebuttal period for measures: August 7 to August 17, 2020
- Voters consider amendments at election: November 3, 2020

Conclusion of Review

The Commission shall terminate and disband following the November 3, 2020 election.

FISCAL IMPACT

Cost estimates for the Charter Review Commission will be approximately \$5,000 for copying, supplies and materials. Funds are included in the City Clerk and City Attorney 2018-19 budgets. Indirect expenses associated with the Charter Review process include the cost of staff time to assist the Commission in conducting research and preparation of requested documents. Indirect costs associated for staffing will be absorbed in each respective department's budgets. Cost estimates are based on the assumption the Commission will meet once a month for a twelve month period.

ECONOMIC DEVELOPMENT / JOBS CREATED

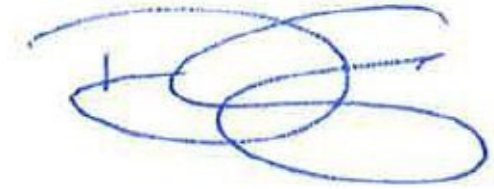
Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonable foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Appointments to the Charter Review Commission does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Sonia Orozco, City Clerk

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely representing the name Sonia Orozco.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-501

Meeting Schedule and Pertinent Dates for 2020 Charter Review Commission

RESOLUTION NO. 18-501

A RESOLUTION ESTABLISHING A CHARTER REVIEW COMMISSION FOR THE CITY OF ROSEVILLE TO REVIEW THE CHARTER FOR THE PURPOSE OF MAKING RECOMMENDATIONS TO THE CITY COUNCIL ON THE NEED TO AMEND THE CHARTER; DIRECTING RECRUITMENT OF MEMBERS FOR THE CHARTER REVIEW COMMISSION; ESTABLISHING A CHARGE FOR THE COMMISSION AND ESTABLISHING A TIMETABLE FOR THE REVIEW AND REPORT FOR POSSIBLE PLACEMENT OF PROPOSED AMENDMENTS ON THE NOVEMBER 2020 GENERAL ELECTION BALLOT

WHEREAS, the Charter Review Commission is charged with the duty to review the existing Charter to determine whether or not the Charter will adequately serve the community in the future, and to propose such amendments as it shall deem advisable; and

WHEREAS, the City Council desires to have a Commission of nine citizens review the Charter and make recommendations to Council for its consideration; and

WHEREAS, the City Clerk will hold a recruitment process in which citizens can apply for appointment to the Commission in the same manner and protocol as Roseville's other Boards and Commissions; and

WHEREAS, the procedures of the Commission shall be governed by the Uniform Meeting Procedures, as supplemented by Rosenberg's Rules of Order; and

WHEREAS, the Commission shall, at its first meeting, elect among its members a Chairperson and a Vice- Chair who shall assume the powers and duties of the Chairperson during the absence or disability of the Chairperson. The Chairperson shall possess the power to vote on all matters before the Commission; and

WHEREAS, members of the Commission shall meet at least once a month until the task of the Commission shall be complete; and

WHEREAS, the Charter Review Commission must report to the City Council on or before June 3, 2020, as many amendments to the Charter as deemed advisable; and

WHEREAS, the Charter Review Commission shall be staffed by the City Clerk and City Attorney, or representatives appointed directly by the City Clerk, City Attorney or City Manager; and

WHEREAS, the Charter Review Commission shall be discharged of duties and dissolved upon the date of the election on any proposed amendments.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the provisions and sections of this resolution shall apply to the Charter Review Commission.

PASSED AND ADOPTED by the Council of the City of Roseville, on the 19th day of December, 2018, by the following votes on roll call:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Mayor

ATTEST:

City Clerk

**City of Roseville Charter Review Commission
Meeting Schedule and Pertinent Dates
Reference Guide for 2020 General Election
Charter Amendments**

Council Communication on agenda for Council to authorize formation of Charter Review Commission	December 19, 2018
Recruitment Period for Membership	January 7 – 25, 2019
Council Communication on agenda for Council to appointment members	February 20, 2019
Organizational Meeting – Selection of Chair/Vice-Chair, Establish Rules of Procedures	March 18, 2019
Monthly Meetings: 5:30 p.m. to 7:30 p.m. Civic Center Meeting Rooms 1 & 2	April 15, 2019 May 20, 2019 June 17, 2019 July 15, 2019 August 19, 2019 September 16, 2019 October 21, 2019 November 18, 2019 December 16, 2019 January 27, 2020 February 18, 2020
Complete Report within one year of first meeting	March 16, 2020
Hold Two Public Forums on report and recommendations	March 30, 2020 and April 6, 2020
Present Report for final ratification by Charter Commission after Public Forums	April 15, 2020
Council Communication on agenda to adopt Resolution Calling for Election and Placement of Amendments and any amendments presented by City Council	June 3, 2020
Council Communication on agenda to consolidate election with Placer County – (Charter and other ballot measures and City Council candidates) with ballot text	June 3, 2020
Impartial Analysis of Measures due. Tax rate statement due if applicable to measure	June 18, 2020
Last Day Resolution and Boundary maps can be presented to Placer County Elections Division to guarantee placement of measures on ballot	June 30, 2020 (E-125)
Resolution on Board of Supervisors agenda for approval of consolidated election/measure placement/candidates	July 28, 2020 (E-98)
Last day to file arguments for and against measures	August 7, 2020 (E-88)
Last day to file rebuttal arguments for and against measures	August 17, 2020 (E-78)
First day sample ballots may be mailed to voters	September 24, 2020 (E-40)
Election Day	November 3, 2020

This calendar will remain in draft form until the Secretary of State's Office publishes its election calendar (completion anticipated in late February, 2020)

Charter Review Commission Study Dates for 2020 Ballot

Organizational		Introductions, Election of Chair Vice-Chair, Rules of Procedures	}	March 18, 2019
Article	1. 2.	Incorporation, Succession & Powers Plan of Government	}	April 15, 2019
Article	3. 4.	Provisions Regarding Officers and Employees Procedure of the City Council	}	May 20, 2019
Article	5. 6.	Legislation Elections	}	June 17, 2019
Article	7.	Fiscal Administration	}	July 15, 2019
Article	8. 9.	Personnel Administration Franchises	}	August 19, 2019
Article	10.	Municipally Owned Utilities	}	September 16, 2019
Article	11. 12.	Reserved Miscellaneous	}	October 21, 2019
Remaining	A.	*Items Brought Forth by Community Members, Staff or Others	}	November 18, 2019
Review	B.	Staff to Present Report to Committee for Review	}	December 16, 2019 January 27, 2020
Completion	C.	Report Completion	}	March 16, 2020
Public	D.	Hold Two Public Forums for Input	}	March 30, 2020 April 6, 2020
Council	E.	Presentation to Council	}	June 3, 2020
Election Day				November 3, 2020

*Items can be recommended from the public at any meeting.



COUNCIL COMMUNICATION

CC #: 9685
File #: 0102-09

Title: Council Vacancy for Term Ending November 2020
Contact: Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

Meeting Date: 12/19/2018
Item #: 8.1.

RECOMMENDATION TO COUNCIL

Request City Council provide direction on filling a Council vacancy due to Bonnie Gore being elected to the Placer County Board of Supervisors. Bonnie Gore will be sworn in as a member of the Placer County Board of Supervisors representing District 1 in early January 2019, thus vacating her seat as mayor of the City of Roseville. The California Government Code and the Roseville City Charter provide that a vacancy of the City Council shall be filled by a majority vote of the remaining City Council members within thirty days, or a special election must be called for the earliest possible date to fill the vacancy. Roseville's past practice has been to fill mid-term vacancies on the City Council by appointment.

If Council direction is to appoint a member, appointment will occur at the February 6, 2019 City Council meeting.

BACKGROUND

In anticipation of the vacancy, staff requests direction on whether to begin a recruitment process or to schedule a special election.

The California Government Code and the Roseville City Charter both provide that a vacancy of the City Council shall be filled by a majority vote of the remaining City Council members within thirty days. If the vacancy is not filled in thirty days, the vacancy must be filled by holding a special election.

Provisions of Government Code § 36512

The City Council shall, within 30 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy. If the City Council fails to make an appointment, then a special election must be held on the next regularly established date not less than 114 days from the call of the special election.

Provisions of Roseville Charter § 3.09

The provisions §1770 of the Government Code of the State of California as they now exist or may hereafter be amended shall govern the existence of a vacancy. Any vacancy on the council shall

be filled by a majority vote of the remaining councilmembers within thirty (30) days after the vacancy occurs. If the council fails, for any reason, to fill such vacancy within said thirty (30) day period, it shall forthwith call an election for the earliest possible date to fill such vacancy. A person appointed by the council to fill a vacancy shall hold office until the next General Municipal Election and until a successor qualifies.

The following information is submitted for consideration taking into account a thirty-day requirement to fill subject vacancy by appointment.

- City Clerk to accept applications January 7 through January 18, 2019
- City Clerk staff to video interview applicants and City Attorney to review Statements of Economic Interest (Form 700) January 21 through January 23, 2019
- Appoint one councilmember to be sworn in and assume office on February 6, 2019

FISCAL IMPACT

Savings in excess of \$100,000.00 for costs associated with conducting a special election.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonable foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The appointment of a City Council member does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Sonia Orozco, City Clerk



Dominick Casey, City Manager



COUNCIL COMMUNICATION

CC #: 9712
File #: 0103-22

Title: Local Sales Tax Citizens' Oversight Committee Charter Adoption and Recruitment
Contact: Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

Meeting Date: 12/19/2018
Item #: 8.2.

RECOMMENDATION TO COUNCIL

Request the City Council adopt a resolution adopting a Local Sales Tax Citizens' Oversight Committee Charter ("Committee Charter") which establishes a five member Citizens' Oversight Committee (hereinafter, "Local Sales Tax Oversight Committee") to review the revenue and expenditures of funds from the general Transactions and Use Tax known as Measure B, Protecting Roseville's Public Safety, Roads, and Essential Services, as directed by Chapter 4.22 of the Roseville Municipal Code, and which authorizes the City Clerk to advertise and recruit members for appointment at the February 20, 2019 City Council meeting.

BACKGROUND

Due to the passage of the general half-cent Transactions and Use Tax known as "Measure B - Protecting Roseville's Public Safety, Roads and Essentials Services, a Local Sales Tax Oversight Committee must be established to review the revenue and expenditures of funds from the tax adopted by the voters on November 6, 2018.

The Local Sales Tax Oversight Committee will be charged with the annual review and report to the City Council on the revenue and expenditures of the Transactions and Use Tax.

City staff has prepared a Committee Charter dated November 21, 2018 which outlines the committee members' terms and qualifications and sets forth the duties and scope of the committee. The committee shall consist of five members appointed by the City Council. Each member shall serve a four year term; provided, however, that upon formation of the committee two members shall initially each be limited to a two year term so that the terms become staggered. No member may serve more than two consecutive terms. A committee member may continue to serve after expiration of term until such time a successor is appointed by the City Council. Committee membership is voluntary, and not otherwise entitled to compensation or expense reimbursement.

All members shall be residents of the City of Roseville. The following qualifications are preferred, as reasonably practicable, for committee candidates:

- Knowledge of municipal finance, taxation, budgeting, and/or accounting
- Knowledge of municipal or governmental services operations
- Knowledge of the business and/or residential community

The committee shall meet two to three times per year, or as determined by the City Manager. Committee meetings shall generally take place during the January to March timeframe, so that updated information may be provided by City staff and before the proposed budget begins to take shape. Meetings may be conducted at the Roseville Civic Center, Maidu Community Center, or Riley Library, as determined by City staff.

Specific Duties of the Committee:

- Annually, review revenue receipts and expenditures of the Transactions and Use Tax.
- Annually, review status of programs and services, funded wholly or partially with proceeds from the Transactions and Use Tax.
- Annually, prepare and present an independent report to the City Council regarding the revenue and expenditures of the Transactions and Use Tax.
- It shall not be within the purview of the committee to direct staff or to recommend any particular contracts, projects, services, or service levels. These matters remain solely under the authority of the City Council, City Manager, and professional staff.

The following is the timeline submitted for recruitment and seating of the Committee:

- City Clerk to accept applications January 7, through January 25, 2019
- Video interviews and City Attorney review January 28, 2019
- Appointment of Local Sales Tax Oversight Committee February 20, 2019

FISCAL IMPACT

Indirect expenses associated with the Local Sales Tax Oversight Committee include the cost of staff time to assist the Committee and to prepare necessary documents. Indirect costs associated for staffing will be absorbed in the Finance Director and City Manager's department budgets.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonable foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Adoption of the Committee Charter and appointments to the Local Sales Tax Oversight Committee do not include the potential for a significant environmental effect, and therefore are not subject to CEQA.

Respectfully Submitted,

Sonia Orozco, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-523

Local Sales Tax Oversight Committee Charter

RESOLUTION NO. 18-523

ADOPTING A LOCAL SALES TAX CITIZENS' OVERSIGHT COMMITTEE CHARTER

WHEREAS, due to the passage of the general half-cent Transactions and Use Tax known as "Measure B - Protecting Roseville's Public Safety, Roads and Essentials Services", a Citizens' Oversight Committee (hereinafter, "Local Sales Tax Oversight Committee") must be established to review the revenue and expenditures of funds from the tax adopted by the voters on November 6, 2018; and

WHEREAS, the Local Sales Tax Oversight Committee will be charged with the annual review and report to the City Council on the revenue and expenditures of the Transactions and Use Tax; and

WHEREAS, City staff has prepared a Local Sales Tax Citizens' Oversight Committee Charter dated November 21, 2018 which outlines the committee members' terms and qualifications and sets forth the duties and scope of the committee; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the Local Sales Tax Citizens' Oversight Committee Charter is hereby adopted which establishes a Local Sales Tax Oversight Committee.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized to advertise and recruit members for appointment to the Local Sales Tax Oversight Committee at the February 20, 2019 City Council meeting.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20 ____, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**CITY OF ROSEVILLE
LOCAL SALES TAX
CITIZENS' OVERSIGHT COMMITTEE CHARTER**

Transactions and Use Tax: At the general election of Year 2018 the electors of the City of Roseville approved Measure B, a general tax, adding Chapter 4.22, Transactions and Use Tax, to the Roseville Municipal Code. Roseville Municipal Code Section 4.22.150 requires the City Council to establish a "Citizens' Oversight Committee" (hereinafter, "Local Sales Tax Oversight Committee" or "committee").

Authority and Responsibility: The Local Sales Tax Oversight Committee is charged with the annual review and report to the City Council on the revenue and expenditures of the Transactions and Use Tax.

Membership: The committee shall consist of five members appointed by the City Council. Each member shall serve a four year term; provided, however, that upon formation of the committee two members shall initially each be limited to a two year term so that the terms become staggered. No member may serve more than two consecutive terms. A committee member may continue to serve after expiration of term until such time a successor is appointed by the City Council. Committee membership is voluntary, and not otherwise entitled to compensation or expense reimbursement.

Member Qualifications: All members shall be residents of the City of Roseville. The following qualifications are preferred, as reasonably practicable, for committee candidates:

- Knowledge of municipal finance, taxation, budgeting, and/or accounting
- Knowledge of municipal or governmental services operations
- Knowledge of the business and/or residential community

Appointment Process: The City Council will appoint members to the committee based on application and interview process, and applicants shall submit a Form 700 statement of economic interests. Appointed members shall annually file a Form 700 statement of economic interests, and comply with any training requirements as may be determined by the City Clerk or City Attorney.

Vacancies: In the event of a vacancy on the committee, other than vacancies caused by the expiration of terms of members, the city council shall appoint a person to fill the unexpired term. Such an appointment to fill an unexpired term shall not be considered as one of the two-term limit.

City Staff Liaisons: Finance Director and City Manager, or their designees.

Frequency, Timing, and Location of Meetings: The committee shall meet two to three times per year, or as determined by the City Manager. Committee meetings shall

generally take place during the January to March timeframe, so that updated information may be provided by City staff and before the proposed budget begins to take shape. Meetings may be conducted at the Roseville Civic Center, Maidu Community Center, or Riley Library, as determined by City staff.

Open Meetings: The committee and its members are subject to the Brown Act open meeting laws. City staff will manage public meeting noticing, and preparation of meeting agendas and associated informational materials.

Chair and Vice Chair: Each January, or as soon thereafter as is practicable, the committee shall select from its members a Chair and Vice Chair.

Specific Duties of the Committee:

- Annually, review revenue receipts and expenditures of the Transactions and Use Tax.
- Annually, review status of programs and services, funded wholly or partially with proceeds from the Transactions and Use Tax.
- Annually, prepare and present an independent report to the City Council regarding the revenue and expenditures of the Transactions and Use Tax.
- It shall not be within the purview of the committee to direct staff or to recommend any particular contracts, projects, services, or service levels. These matters remain solely under the authority of the City Council, City Manager, and professional staff.



COUNCIL COMMUNICATION

CC #: 9710

File #: 0206-03-01

Title: Sierra Vista Community Facilities District No. 2 (Public Facilities) Resolution of Formation and Future Annexation Area; and Community Facilities District No. 3 (Municipal Services) Annexation 20 (Villages at Sierra Vista)

Contact: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 12/19/2018

Item #: 9.1.

RECOMMENDATION TO COUNCIL

It is requested that City Council conduct a Public Hearing and adopt the following resolutions and ordinance (attached):

- Resolution of Formation of City of Roseville Sierra Vista Community Facilities District No. 2 and Future Annexation Area (Public Services)
- Resolution Calling Special Landowner Election for City of Roseville Sierra Vista Community Facilities District No. 2 (Public Services)
- Resolution Declaring Results of Special Landowner Election and Directing Recording of Special Tax Lien for City of Roseville Sierra Vista Community Facilities District No. 2 (Public Services)
- Ordinance of the City of Roseville Levying Special Tax Within the Sierra Vista Community Facilities District No. 2 (Public Services)
- A Resolution of Annexation of Territory to Community Facilities District No. 3 (Municipal Services) Authorizing the Levy of a Special Tax and Submitting Levy of Tax to Qualified Electors
- A Resolution Declaring Results of Special Annexation Election for Community Facilities District No. 3 (Municipal Services), Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien

BACKGROUND

The purpose of the public hearing is to 1) hear all interested parties on the matters pertaining to the formation of the Community Facilities District (CFD); 2) call a special election of eligible voters (landowners) in the CFD; and 3) declare the election results and direct the City Clerk to record a Notice of Special Tax Lien at the County of Placer.

The landowners are obligated under a Development Agreement, by and between the City of

Roseville and Mourier Investments, LLC relative to the Sierra Vista Specific Plan (the DA), to participate in a Public Services CFD (CFD No. 2) to fund the ongoing maintenance obligations of authorized services within the district and to annex into the existing Municipal Services CFD (CFD No. 3) .

The property within the boundaries of Sierra Vista CFD No. 2 will be assessed the special taxes as described in the Rate and Method of Apportionment.

The annexation into CFD No. 3 will incorporate Villages at Sierra Vista territory as an annexation, named Community Facilities District No. 3 (Municipal Services), Annexation 20 (Villages at Sierra Vista), under the Mello-Roos Community Facilities Act of 1982. The landowner submitted the required property owner ballots to the City Clerk, agreeing to be annexed into CFD No. 3. The Landowner agrees to pay the approved special tax sufficient to pay the costs of the CFD, levied annually among the parcels within the CFD, at the maximum special tax rates identified in the Amended Notice of Special Tax for CFD No. 3.

On November 7, 2018, the City Council adopted Resolution of Intention #18-454, to Form Sierra Vista Community Facilities District No. 2 (Public Services) and Future Annexation Area, and Resolution of Intention #18-453, to Annex Territory to Community Facilities District and Authorize the Levy of Special Taxes Therein, City of Roseville, Community Facilities District No.3 (Municipal Services), Annexation 20 (Villages at Sierra Vista), and set December 19, 2018, at 7:00 p.m. as the time and place to conduct a public hearing.

FISCAL IMPACT

Neither the formation or administration of CFD No. 2 or the annexation into CFD No. 3 will impact the City's General Fund. Each CFD will generate special taxes, levied on the landowner's annual property tax bill, that will pay for the authorized services within each respective district.

ECONOMIC DEVELOPMENT / JOBS CREATED

The number of jobs created is unknown at this time.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061 (b)(3)). The formation/annexation of these CFDs does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Jeannine Thrash, Administrative Analyst

Dennis Kauffman, Finance Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 18-519

Resolution No. 18-520

Resolution No. 18-521

Sierra Vista CFD 2 - Ordinance Levying Special Tax

Sierra Vista CFD 2- Hearing Report

Sierra Vista CFD 2-Notice of Special Tax Lien

Sierra Vista CFD 2-Notice of Public Hearing

Resolution No. 18-527

Notice of Public Hearing-CFD No. 3, Annexation 20

Resolution No. 18-528

CFD No. 3, Annex 20-Amendment to Notice of Special Tax Lien

CFD No. 3-Annex 20 Boundary Map

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 18-519

**A RESOLUTION OF FORMATION OF COMMUNITY FACILITIES DISTRICT AND
FUTURE ANNEXATION AREA**

**CITY OF ROSEVILLE
Sierra Vista Community Facilities District No. 2
(Public Services)**

WHEREAS, on November 7, 2018, the City Council (the "Council") of the City of Roseville (the "City") adopted a resolution entitled "A Resolution of Intention to Form Sierra Vista Community Facilities District No. 2 (Public Services) and Future Annexation Area" (the "Resolution of Intention"), stating its intention to form "City of Roseville Sierra Vista Community Facilities District No. 2 (Public Services)" (the "CFD") and a Future Annexation Area thereto (the "Future Annexation Area"), pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act");

WHEREAS, the Resolution of Intention, incorporating a map of the proposed boundaries of the CFD and the Future Annexation Area and stating the services to be provided and the rate and method of apportionment of the special tax to be levied within the CFD to pay for the services, is on file with the City Clerk and the provisions thereof are incorporated herein by this reference as if fully set forth herein;

WHEREAS, on this date, this Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed formation of the CFD and the Future Annexation Area;

WHEREAS, at the hearing all interested persons desiring to be heard on all matters pertaining to the formation of the CFD and the Future Annexation Area, the services to be provided therein and the levy of such special tax were heard and a full and fair hearing was held;

WHEREAS, at the hearing evidence was presented to this Council on such matters before it, including a special report (the "Report") as to the services to be provided through the CFD and the costs thereof, a copy of which is on file with the City Clerk, and this Council at the conclusion of said hearing is fully advised in the premises;

WHEREAS, written protests with respect to the formation of the CFD, the furnishing of specified types of services and the rate and method of apportionment of the special taxes have not been filed with the City Clerk by 50% or more of the registered voters residing within the territory of the CFD or property owners of one-half or more of the area of land within the CFD and not exempt from the proposed special taxes; and

WHEREAS, written protests have not been filed with the City Clerk against the proposed annexation of the Future Annexation Area to the CFD by (i) 50% of more of the registered voters, or six registered voters, whichever is more, residing in the proposed boundaries of the CFD, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the Future Annexation Area, (iii) owners of one-half or more of the area of land in the

proposed CFD or (iv) owners of one-half or more of the area of land in the Future Annexation Area.

NOW, THEREFORE, be it resolved by the City Council of the City of Roseville:

1. Recitals Correct. The foregoing recitals are true and correct.
2. No Majority Protest. The proposed CFD, the proposed Future Annexation Area and the proposed special tax to be levied within the CFD have not been precluded by majority protest pursuant to section 53324 of the Act.
3. Prior Proceedings Valid. All prior proceedings taken by this City Council in connection with the establishment of the CFD and the Future Annexation Area and the levy of the special tax have been duly considered and are hereby found and determined to be valid and in conformity with the Act.
4. Name of CFD and Future Annexation Area. The community facilities district designated "City of Roseville Sierra Vista Community Facilities District No. 2 (Public Services)" and the future annexation area designated "City of Roseville Sierra Vista Community Facilities District No. 2 (Public Services) (Future Annexation Area)" are hereby established pursuant to the Act.
5. Boundaries of CFD. The boundaries of the CFD and the Future Annexation Area, as set forth in the map of the CFD and the Future Annexation Area recorded in the Placer County Recorder's Office on November 20, 2018 in Book 3 at Page 83 of Maps of Assessment and Community Facilities Districts as Document No. 2018-0084659, are hereby approved, are incorporated herein by reference and shall be the boundaries of the CFD and the Future Annexation Area.

Parcels within the Future Annexation Area shall be annexed to the CFD only with the unanimous approval (each, a "Unanimous Approval") of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed, without any requirement for further public hearings or additional proceedings.
6. Description of Services. The type of public services proposed to be financed by the CFD and pursuant to the Act shall consist of those items shown in Exhibit B hereto and by this reference incorporated herein (the "Services"), which list of items has been updated from the list attached to the Resolution of Intention as agreed by the City and the sole landowner in the CFD. The City intends to provide the Services on an equal basis in the original territory of the CFD and, when it has been annexed to the CFD, the Future Annexation Area.

7. Special Tax.

- a. Except to the extent that funds are otherwise available to the CFD to pay for the Services, a special tax (the "Special Tax") sufficient to pay the costs thereof, secured by the recordation of a continuing lien against all non-exempt real property in the CFD, is intended to be levied annually within the CFD, and collected in the same manner as ordinary *ad valorem* property taxes or in such other manner as may be prescribed by this Council.

b. The proposed rate and method of apportionment of the Special Tax among the parcels of real property within the CFD, in sufficient detail to allow each landowner within the proposed CFD to estimate the maximum amount such owner will have to pay, are shown in Exhibit A attached hereto and hereby incorporated herein. As contemplated by the rate and method of apportionment of the Special Tax included as Exhibit A, parcels may annex into the CFD in the future within a different tax zone(s) and may have different maximum annual special tax rate(s).

c. Territory in the Future Annexation Area will be annexed into the CFD and a special tax will be levied on such territory only with the Unanimous Approval of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed into the CFD. Except to the extent that funds are otherwise available to the CFD to pay for the Services, a special tax sufficient to pay the costs thereof, secured by the recordation of a continuing lien against all non-exempt real property in the Future Annexation Area, is intended to be levied annually within the Future Annexation Area, and collected in the same manner as ordinary ad valorem property taxes or in such other manner as may be prescribed by this City Council. As required by Section 53339.3(d) of the Act, the Council hereby determines that the special tax proposed to pay for Services to be supplied within the Future Annexation Area shall be equal to any special tax levied to pay for the same Services in the existing CFD, except that a higher or lower tax may be levied within the Future Annexation Area to the extent that the actual cost of providing the Services in the Future Annexation Area is higher or lower than the cost of providing those Services in the existing CFD. In so finding, the Council does not intend to limit its ability to levy a special tax within the Future Annexation Area to provide new or additional services beyond those supplied within the existing CFD.

8. Increased Demands. It is hereby found and determined that the Services are necessary to meet increased demands placed upon local agencies, including the City, as the result of development occurring in the CFD and the Future Annexation Area. The Services are in addition to those provided in the territory of the CFD and the Future Annexation Area as of the date hereof and will not supplant services already available within the territory of the CFD and the Future Annexation Area as of the date hereof.

9. Responsible Official. The Finance Director or Chief Financial Officer of the City of Roseville, 311 Vernon Street, Roseville, CA 95678, (916) 774-5313, is the officer of the City who will be responsible for preparing annually a current roll of the levy of the Special Tax obligations by assessor's parcel number and who will be responsible for estimating future levies of the Special Tax.

10. Tax Lien. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the California Streets and Highways Code, a continuing lien to secure each levy of the Special Tax shall attach to all nonexempt real property in the CFD and this lien shall continue in force and effect until the Special Tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the Special Tax by the City ceases.

11. Appropriations Limit. In accordance with the Act, the annual appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, of the CFD is hereby preliminarily established at \$46,500,000 and such appropriations limit shall be submitted to the voters of the CFD as hereafter provided. The proposition establishing such annual appropriations limit shall become effective if approved by the qualified electors voting thereon and shall be adjusted in accordance with the applicable provisions of the Act and the Constitution.

12. Election. Pursuant to the provisions of the Act, the proposition of the levy of the Special Tax and the proposition of the establishment of the appropriations limit specified above shall be submitted to the qualified electors of the CFD at an election the time, place and conditions of which election shall be as specified by a separate resolution of this Council.

13. Effective Date. This resolution shall take effect upon its adoption.

* * * * *

PASSED AND ADOPTED by the City Council of the City of Roseville on the ____ day of _____, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

EXHIBIT A

City of Roseville
Sierra Vista Community Facilities District No. 2
(Public Services)
Placer County, California

RATE, METHOD OF APPORTIONMENT, AND MANNER OF COLLECTION OF SPECIAL TAX

1. Basis of Special Tax Levy

A Special Tax authorized under the Mello-Roos Community Facilities Act of 1982 (Act) applicable to the land in Sierra Vista Community Facilities District No. 2 (Public Services) (CFD) of the City of Roseville (City) shall be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate, as described below.

2. Definitions

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map or, if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map or other Development Plan.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 and following of the California Government Code.

"Administrative Expenses" mean the actual or estimated costs incurred by the City to form the CFD and to determine, levy, and collect the Special Taxes, including compensation of City employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the costs of collecting installments of the Special Taxes on the general tax rolls, preparation of required reports, the cost of GIS mapping services, and any other costs required to administer the CFD as determined by the City.

"Administrator" means a City official in the Finance Department or their designee responsible for determining the levy and collection of the Special Taxes.

"Affordable Housing Director" means, at any point in time, the person in the City who serves as head of the department that oversees the City's affordable housing program.

"Affordable Unit" means a Unit built on a Residential Use Parcel for which an Affordable Unit agreement has been entered into for the property designating the Unit as affordable. A Multifamily Parcel may have only a portion of the Units assigned as Affordable Units. The City Manager, or their designee, shall determine which Units are designated as Affordable Units and maintain an Affordable Unit listing, which shall contain all designated buildable parcels by tract and lot number and, in the case of Large Lot Parcels remaining before May 1 of the preceding

Fiscal Year, the number of designated Affordable Units for each such Large Lot Parcel; all entries shall indicate the effective date of designation. The Affordable Unit listing also shall be updated to reflect those Units no longer qualifying as Affordable Units, also known as Market-Rate Units. The Affordable Unit listing, which shall contain all qualifying Affordable Units as of April 30, shall be made available to the Administrator by July 1 of each year for purposes of determining the Maximum Annual Special Tax for Parcels pursuant to **Section 4**.

"Annexation Parcels" mean a Parcel or Parcels annexed into the CFD after formation. The Maximum Annual Special Tax will be assigned to such Parcels using the provisions of **Section 4.c** of this Rate, Method of Apportionment, and Manner of Collection of Special Tax (RMA). Annexation Parcels may be assigned a different Maximum Annual Special Tax Rate or Maximum Annual Special Tax per Parcel using a methodology different from other Parcels in the CFD and may be placed in an area designated as a separate zone of the CFD, all of which shall be set forth in revised attachments hereto as needed, without further CFD proceedings.

"Annual Costs" mean, for any Fiscal Year, the total of the following items: (1) Authorized Services, (2) Administrative Expenses, and (3) any amounts needed to cure actual or estimated delinquencies in Special Taxes for the current or previous Fiscal Year.

"Assessor's Parcel" means a lot or Parcel with an assigned Assessor's Parcel Number in the maps used by the County Assessor in preparing the tax roll.

"Assessor's Parcel Map" means an official map of the County Assessor designating Parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means the Parcel and Parcel Number as assigned by the County Assessor on the equalized tax roll.

"Assigned Maximum Annual Special Tax" means the Maximum Annual Special Tax assigned to each Large Lot Parcel that is an Original Parcel based on the Expected Land Uses at CFD formation, as shown in **Attachment 1**. For any Annexation Parcels that do not have approved Large Lot Parcels, Expected Land Uses will be based on the approved Specific Plan land uses for each Assessor's Parcel that is annexed. In this instance, the Assigned Maximum Annual Special Tax will be assigned to Assessor Parcel Number(s) and added to **Attachment 1**.

"Authorized Services" mean those services listed in the resolution forming the CFD.

"Base Year" means the Fiscal Year beginning July 1, 2018, and ending June 30, 2019.

"Building Permit" means a permit issued by the City for construction of a Residential Use or Nonresidential Use structure.

"Business Professional" means a Parcel or Parcels zoned to provide for a wide variety of office uses and other uses related to and supporting office uses.

"CFD" means the Sierra Vista Community Facilities District No. 2 (Public Services) of the City of Roseville, Placer County, California.

"City" means the City of Roseville in Placer County, California.

"Council" means the City Council of the City acting for the CFD under the Act.

"Community Commercial" means a Parcel or Parcels zoned to serve the principal retail shopping needs of the entire community by providing areas for shopping centers and other retail and service uses.

"County" means the County of Placer, California.

"Developed Parcel" means, in any Fiscal Year, any Taxable Parcel for which a Building Permit was issued before May 1 of the preceding Fiscal Year for Residential Uses on Single-Family Parcels or Multifamily Parcels or for Nonresidential Uses on Nonresidential Use Parcels.

"Development Plan" means a condominium plan, apartment plan, site plan, or other development plan that identifies such information as the type of structure, Acreage, square footage, or number of Units that are approved to be developed on a Single-Family Parcel, Multifamily Parcel, and Nonresidential Parcel.

"Expected Land Use(s)" mean(s) the total number of Units or Acres of each land use type by Tax Category expected in each Large Lot Parcel and Original Parcel at CFD formation as identified in **Attachment 1** of this RMA. Future Annexation Parcels may not have approved Large Lot Parcels with an assigned total number of Units. Such Annexation Parcels will be assigned an Assigned Maximum Annual Special tax per Unit or per Acre and added to **Attachment 1**.

"Final Use Small Lot Parcel" means a Parcel designated for development as a single-family residence, which is part of a Final Small Lot Subdivision Map.

"Final Small Lot Subdivision Map" means a recorded map designating the final Parcel subdivision for individual Single-Family Parcels.

"Finance Director" means the Finance Director for the City, or their designee.

"Fiscal Year" means the period starting July 1 and ending the following June 30.

"High-Density Residential" means, based on the Sierra Vista Specific Plan, a land use designation that primarily accommodates attached housing but, depending on the Unit type, could also include detached housing, within the density range of 13.0 or greater dwelling units per gross developable acre. Typical housing product types include detached townhomes, courtyard townhomes/condominiums, garden-style apartments, and podium-design apartments/condominiums.

"Large Lot Parcel" means a Parcel created by a Large Lot Subdivision Map.

"Large Lot Subdivision Map" means a recorded subdivision map creating Parcels by land use. However, the Large Lot Subdivision Map does not delineate Single-Family Parcels. A Final Small Lot Subdivision Map will create individual Single-Family Parcels.

"Light Industrial Uses" mean Parcels zoned by the City as Light Industrial (Tech./Business Park).

"Low-Density Residential" means, based on the Sierra Vista Specific Plan, a land use designation that supports single-family detached homes on conventional lots within the density range of up to 6.9 dwelling units per gross developable acre. Typical housing product types include standard, alley-loaded, or clustered, single-family detached Units.

"Market-Rate Unit" means a Unit that is not an Affordable Unit.

"Maximum Annual Special Tax" means the greatest amount of Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in **Attachments 1 and 2**.

"Maximum Annual Special Tax Rate" means the rate of Maximum Annual Special Tax charged per Unit or per Acre, as shown in **Attachments 1 and 2**.

"Maximum Annual Special Tax Revenue" means the greatest amount of revenue that can be collected in total from a group of Parcels (such as Developed Parcels) by levying the Maximum Annual Special Tax.

"Maximum Annual CFD Special Tax Revenue" means the sum of the Maximum Annual Special Tax levied on all Taxable Parcels in the CFD in a Fiscal Year.

"Medium-Density Residential" means, based on the Sierra Vista Specific Plan, a land use designation that accommodates both single-family detached homes and attached homes within the density range of 7.0 to 12.9 dwelling units per gross developable acre. Typical housing product types include standard or alley-loaded lots, courtyard lots, green court lots, auto courts, alley clusters, zero-lot lines, or z-shaped lots. In addition, duet/half-plex homes, townhomes, or condominiums may be accommodated in Medium-Density Residential areas.

"Mixed-Use Parcel" means a Parcel or Parcels designated for a combination of Residential Uses and Nonresidential Uses.

"Multifamily For-Rent" or **"Multifamily For-Rent Parcel"** means any Parcel designated or developed for more than one residential dwelling Unit per Parcel, and where such Units initially are offered for rent to the general public and cannot be purchased by individual homeowners. Such uses may consist of apartments or structures such as duplexes or triplexes, including land uses defined as High-Density Residential. Each residential dwelling Unit in Multifamily For-Rent or Multifamily For-Rent Parcels is not expected to have its own distinct Assessor's Parcel Number.

"Multifamily For-Sale" or **"Multifamily For-Sale Parcel"** means any Parcel designated or developed for more than one residential dwelling Unit in a single building or structure and that may share at least one common wall where such units are not initially offered for rent to the general public and initially may be offered for sale to individual homeowners. Such uses may consist of condominiums or buildings such as half-plexes or time-share units, including land uses defined as High-Density Residential. Multifamily For-Sale Parcels are anticipated to have their own distinct Assessor's Parcel Number as is the case in residential condominium projects. Once designated as Multifamily For-Sale or a Multifamily For-Sale Parcel, the Parcel shall remain so designated unless the original structures are demolished.

"Nonresidential Use" means a Taxable Parcel with land uses other than Residential Uses that may include Business Professional, Community Commercial, Light Industrial, and Mixed Use.

"Original Parcel" means a Taxable Parcel identified in **Attachment 1** (and shown in **Map 1**) at formation of the CFD. **Attachment 1** and **Map 1** shall be updated, or additional maps may be added with each new annexation into the CFD.

"Parcel" means any Assessor's Parcel in the CFD based on the equalized tax rolls of the County as of January 1 of each Fiscal Year.

"Proportionately" means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Developed Parcels. For Final Use Small Lot Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Final Use Small Lot Parcels. For Small Lot Tentative Map Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Small Lot Tentative Map Parcels. For Undeveloped Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Undeveloped Parcels.

"Public Parcel" means any Parcel that is or is intended to be publicly owned, as designated in any final map that is normally exempt from the levy of general ad valorem property taxes under California law, including public streets; schools; parks; and public drainageways, landscaping, wetlands, greenbelts, and open space.

"Remainder Parcel" means a portion of land that is created as a result of the recording of a Large Lot Parcel Map or Final Small Lot Subdivision Map, which results in a designated remainder as defined in Government Code Section 66424.6(a). Such a Remainder Parcel may contain taxable and tax-exempt uses, such as Residential Uses, and Public Parcels, such as park sites. Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of **Sections 4** through **6**.

"Residential Use" means a Parcel designated for residential use, such as single-family residential Units, residential condominiums, townhouses, or apartments that would be included in the definitions of Low-Density Residential, Medium-Density Residential or High-Density Residential.

"RMA" means this Rate, Method of Apportionment, and Manner of Collection of Special Tax.

"Single-Family Parcel" means, in any Fiscal Year, all Parcels in the CFD for which a building permit was issued or may be issued for construction of a Unit that is a single-family residential, residential condominium, or townhouse Unit.

"Small Lot Tentative Map" means a map that is approved by the City for the purpose of showing the design of a proposed Subdivision, including the individual buildable lots expected in the Subdivision, as well as the conditions pertaining thereto. A Small Lot Tentative Map is not based on a detailed survey of the property in the map and is not recorded at the County Recorder's Office to create legal lots.

"Small Lot Tentative Map Parcel" means, in any Fiscal Year, all Parcels included in a Small Lot Tentative Map that was approved before May 1 of the prior Fiscal Year and which have not yet become a Final Use Small Lot Parcel or a Developed Parcel.

"Special Tax(es)" mean(s) any tax levy under the Act in the CFD.

"Subdivision" or **"Subdivided"** means division of a Parcel into two or more Parcels through Parcel reconfiguration, lot-line adjustments, or the Subdivision Map Act process. A Subdivision also may include the merging of two or more Parcels to create new Parcels.

"Successor Parcel" means a Parcel created by the Subdivision of an Original Parcel or a Successor Parcel.

"Tax Category" means the categories of taxable land uses shown in **Attachments 1** and **2**.

"Tax Collection Schedule" means the document prepared by the Administrator for the County Auditor-Controller to use in levying and collecting the Special Taxes each Fiscal Year.

"Tax Escalation Factor" means a factor not to exceed 4 percent, determined by the Administrator in any Fiscal Year following the Base Year by which the Maximum Annual Special Tax for the previous Fiscal Year will be increased to provide sufficient services for the current Fiscal Year.

"Tax Zone A" is the initial Tax Zone in the CFD for the Maximum Annual Special Tax.

"Tax Zone(s)" mean(s) geographically designated areas in the CFD which may have different Maximum Annual Special Tax Rates.

"Taxable Acreage" means that area of a Parcel determined by the Administrator to become a Taxable Parcel or Parcels upon further Subdivision. An example might be that a Large Lot Parcel Map creates a Remainder Parcel that, according to **Attachment 1**, contains both taxable and tax-exempt uses, such as a park site.

"Taxable Parcel" means any Parcel that is not a Tax-Exempt Parcel.

"Tax-Exempt Parcel" means a Parcel not subject to the Special Tax. Tax-Exempt Parcels include (a) Public Parcels, (b) Parcels owned by the City, school districts, special districts, or the state or federal government, and (c) Very-Low Affordable Housing. If a Taxable Parcel is acquired by a public agency, the Parcel shall remain a Taxable Parcel based on the provisions of **Section 4.g**.

Certain privately owned Parcels also may be exempt from the levy of Annual Special Taxes, including common areas owned by homeowners' associations or property owner associations, wetlands, detention basins, water quality ponds, and open space, as determined by the Administrator.

"Undeveloped Parcel" means a Taxable Parcel that is not a Developed Parcel, Final Use Small Lot Parcel, Small Lot Tentative Map Parcel, or a Large Lot Parcel.

"Unit" means, for a Single-Family Parcel, the individual residential Unit on such Parcel or, for a Multifamily For-Rent Parcel or Multifamily For-Sale Parcel, an individual residential Unit in a multifamily building.

"Very-Low Income Affordable Housing" means homes developed to house residents whose incomes do not exceed 50 percent of the median income for the area, as defined by the United States Department of Housing and Urban Development (HUD). Parcels with such homes are Tax-Exempt Parcels under this CFD.

3. Duration of the Special Tax

Parcels in the CFD will remain subject to the Special Tax in perpetuity.

If the Special Tax ceases to be levied, the City will direct the County Recorder to record a Notice of Cessation of Special Tax. Such notice will state that the obligation to pay the Special Tax has ceased and the lien imposed by the Notice of Special Tax Lien is extinguished. The Notice of

Cessation of Special Tax, in addition, will identify the book and page of the Book of Maps of Assessment and Community Facilities Districts where the map of the boundaries of the CFD is recorded.

4. Administrative Tasks

Tasks required of the Administrator are discussed below:

- a. Annual Special Tax Escalation. The Administrator shall increase the Maximum Annual Special Tax by the Tax Escalation Factor in each Fiscal Year following the Base Year.
- b. Assignment of the Maximum Annual Special Tax to Original Parcels. **Attachment 1** identifies the Assigned Maximum Annual Special Tax and Tax Zone for each Original Parcel at CFD formation, which is determined for each Large Lot Parcel based on the Expected Land Uses in each Large Lot Parcel at CFD Formation. The Assigned Maximum Annual Special Tax shall continue to apply to the geographic area to which it was assigned. If, before further Subdivision, the Administrator determines there are multiple Assessor's Parcels in a Large Lot Parcel, the Administrator shall assign the Maximum Annual Special Tax to each Assessor's Parcel on a pro rata basis to all Assessor's Parcels in that Large Lot Parcel based on the percentage share of Taxable Acreage identified for each Assessor's Parcel. Similarly, if the Administrator determines there are multiple Large Lot Parcels in an Assessor's Parcel, the Maximum Annual Special Tax shall equal the sum of the Assigned Maximum Annual Special Tax for all Large Lot Parcels in that Assessor's Parcel.
- c. Assignment of the Maximum Annual Special Tax to Annexation Parcels. If Parcels are annexed into the CFD after formation, the Maximum Annual Special Tax shall be assigned to these Annexation Parcels using the definitions in **Section 2** and the Maximum Annual Special Tax per Unit or Acre shown in **Attachment 2** for the assigned Tax Zone, as adjusted by the Tax Escalation Factor applied by the Administrator, unless the Annexation Parcels are annexed with a new set of Maximum Annual Special Taxes under a new Tax Zone. **Attachment 1** shall be amended, or a new attachment created, to include the Annexation Parcels and, if necessary, the applicable Special Taxes by Tax Zone. If new Maximum Annual Special Taxes are created, **Attachments 1** and **2** should be amended to reflect the Maximum Annual Special Taxes and Tax Zone(s) for the Annexation Parcels. Once annexed, these annexed Parcels shall be considered Original and Successor Parcels and will be subject to the same procedures for assigning the Maximum Annual Special Tax to Successor Parcels described in **Section 4.d**. The owner of the Annexation Parcels shall be responsible for paying all costs associated with annexing the Annexation Parcels to the CFD, but otherwise shall not be required to pay any other charge or fee in connection with or as a condition of such annexation unless otherwise agreed to by the owner of the Annexation Parcel in connection with the annexation.
- d. Assignment of the Maximum Annual Special Tax to Successor Parcels. As Original Parcels and Successor Parcels are created through recordation of Final Small Lot Subdivision Maps, lot line adjustments or other Parcel amendments through the Subdivision Map Act process, the Administrator shall use the following steps to assign the Maximum Annual Special Tax to new Successor Parcels. As necessary, the assignment of the Maximum Annual Special Tax to Successor Parcels should use the Maximum Annual Special Tax Rates for the Tax Zone within which the Original Parcel and Successor Parcel resides. As a result of each assignment of the

Maximum Annual Special Tax upon Subdivision of an Original Parcel or Successor Parcel, the sum of the Maximum Annual Special Taxes assigned to the newly created Taxable Parcels shall never be less, but may be greater, than the Assigned Maximum Annual Special Tax for that Original Parcel or Successor Parcel.

1. If an Original Parcel or Successor Parcel is Fully Subdivided into Single-Family Parcels with No Remainder Parcel(s). There shall be no net loss of Maximum CFD Special Tax Revenue as a result of the assignment of the Maximum Annual Special Tax to Single-Family Parcels. The Administrator shall use the following procedures to assign the Maximum Annual Special Tax to Single-Family Parcels. All references to Maximum Annual Special Taxes in the attachments are subject to application of the Tax Escalation Factor by the Administrator:
 - A. Multiply the Maximum Annual Special Tax per Unit by Tax Category from **Attachment 2** by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Special Taxes for all Single-Family Parcels created by the Subdivision.
 - B. If the sum of Maximum Annual Special Taxes calculated in Step 4.d.1.A above is equal to or greater than the Assigned Maximum Annual Special Tax for the Original or Successor Parcel that was Subdivided, assign the Maximum Annual Special Tax per Unit by Tax Category as calculated in Step 4.1.d.A above to each Single-Family Parcel created by the Subdivision.
 - C. If the sum of Maximum Annual Special Taxes calculated in Step 4.d.1.A above is less than the Assigned Maximum Annual Special Tax for the Original or Successor Parcel that was Subdivided, unless 100 percent of the Units are designated Affordable Units, (i) assign the Maximum Annual Special Tax for Affordable Units shown in **Attachment 2** to each Affordable Unit (if any) and, (ii) Proportionately increase the Maximum Annual Special Tax per Unit for all Units that are not Affordable Units until the sum of resulting Maximum Annual Special Taxes from all Units (including Affordable Units) equals the Assigned Maximum Annual Special Tax for the Original or Successor Parcel that was Subdivided. Assign the Maximum Annual Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
 - D. If the sum of Maximum Annual Special Taxes calculated in Step 4.d.1.A above is less than the Assigned Maximum Annual Special Tax for the Original or Successor Parcel that was Subdivided **and** if 100 percent of the Single-Family Parcels created by Subdivision are designated as Affordable Units, increase Proportionately the Maximum Annual Special Tax per Unit for each Affordable Unit until the sum of Maximum Annual Special Taxes from all Affordable Units on the new Single-Family Parcels created by the Subdivision equal the Assigned Maximum Annual Special Tax for the Original or Successor Parcel that was Subdivided. Assign the Maximum Annual Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
2. If Original or Successor Parcel Is Subdivided into Single-Family Parcels and One or More Remainder Parcels. When an Original or Successor Parcel is Subdivided into Single-Family Parcels and one or more Large Lot Parcels (or Remainder Parcels), the Maximum

Annual Special Tax is assigned to the Single-Family Parcels and Large Lot Parcels created by the Subdivision in the following manner:

- A. Apportion the Assigned Maximum Annual Special Tax to the area(s) that is/are being Subdivided into Single-Family Parcels and to the area(s) that will be Remainder Parcel(s) on a pro rata basis, based on the percentage share of Taxable Acreage represented by each such area as compared to the total area of the Original or Successor Parcel.
- B. For each area Subdivided into Single-Family Parcels, multiply the Maximum Annual Special Tax per Unit by Tax Category from **Attachment 2** by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Special Taxes for all Single-Family Parcels created by the Subdivision.
- C. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Special Taxes calculated in Step 4.d.2.B above is equal to or greater than the Assigned Maximum Annual Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, assign the Maximum Annual Special Tax per Unit by Tax Category as calculated in Step 4.d.2.B above to each Single-Family Parcel created by the Subdivision.
- D. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Special Taxes calculated in Step 4.d.2.B above is less than the Assigned Maximum Annual Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, unless 100 percent of the Units are designated Affordable Units, (i) assign the Maximum Annual Special Tax for Affordable Units shown in **Attachment 2** to each Affordable Unit (if any) and, (ii) Proportionately increase the Maximum Annual Special Tax per Unit for all Units that are not Affordable Units until the sum of resulting Maximum Annual Special Taxes from all Units (including Affordable Units) equals the Assigned Maximum Annual Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels. Assign the Maximum Annual Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
- E. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Special Taxes calculated in Step 4.d.2.B above is less than the Assigned Maximum Annual Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels **and** if 100 percent of the Single-Family Parcels created by Subdivision are designated as Affordable Units, increase Proportionately the Maximum Annual Special Tax per Unit for each Affordable Unit until the sum of Maximum Annual Special Taxes from all Affordable Units on the new Single-Family Parcels created by the Subdivision equal the Assigned Maximum Annual Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels. Assign the Maximum Annual Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
- F. For the Remainder Parcel or Parcels, identify the Maximum Annual Special Tax for the entire Original or Successor Parcel that has been Subdivided. Sum the Maximum Annual Special Tax for all Single-Family Parcels created by the Subdivision, including

Single-Family Parcels with Affordable Units. Subtract the sum of the Maximum Annual Special Tax for all Single-Family Parcels from the Assigned Maximum Annual Special Tax for the Original or Successor Parcel being subdivided and compare it to the Maximum Annual Special Tax assigned to the Remainder Parcel or Parcels in Step 4.d.2.A. Assign to each Remainder Parcel, the lesser of the calculations in this step or in Step 4.d.2.A, but in no event less than the difference between the previously Assigned Maximum Annual Special Tax for the Original Parcel or Successor Parcel being Subdivided and the total of the Maximum Annual Special Tax for all Single-Family Parcels created by such Subdivision.

Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of **Sections 4** through **6**.

3. If an Original or Successor Parcel is Subdivided creating multiple land uses and Tax Categories or for any rezones of land uses on Original or Successor Parcels:
 - A. Identify the Assigned Maximum Annual Special Tax for the Original Parcel or Successor Parcel that is being Subdivided or rezoned.
 - B. For each Taxable Parcel subject to rezone or created by Subdivision multiply the Maximum Annual Special Tax per Unit or per Acre by the number of Units or by the number of Acres by the appropriate Tax Zone and Tax Category. For each Taxable Parcel created by Subdivision that includes Affordable Units, multiply the number of Affordable Units by the Tax per Unit for such Affordable Units.
 - C. Sum the Maximum Annual Special Tax for each Taxable Parcel and compare it to the Assigned Maximum Annual Special Tax of the Original or Successor Parcel that is subject to rezone or is being Subdivided. If the sum of Maximum Annual Special Tax for each Taxable Parcel is greater than the Assigned Maximum Annual Special Tax for the Original Parcel, the Administrator shall apply the Maximum Annual Special Tax calculated above for each Taxable Parcel.
 - D. If the Assigned Maximum Annual Special Tax for the Original Parcel or Successor Parcel subject to rezone or that is being Subdivided is greater than the sum of Maximum Annual Special Tax for each Taxable Parcel being created, increase Proportionately the Maximum Annual Special Tax per Unit or per Acre (excluding the Maximum Annual Special Tax for Affordable Units consistent with **Section 4.d.1.B**) on each Taxable Parcel such that the sum of Maximum Annual Special Tax for all Taxable Parcels equals the Maximum Annual Special Tax for the Original Parcel.
- e. Affordable Units that Become Market-Rate Units. If, in any Fiscal Year, the City Manager, or his or her designee, determines that a Unit that previously had been designated as an Affordable Unit no longer qualifies as such, the Affordable Housing Director shall update the Affordable Unit listing by denoting the change in status of the Unit, together with the effective date thereof. For all Affordable Units that are converted to Market-Rate Units, such Units shall be assigned the Maximum Annual Special Tax per Unit based on their Tax Category as shown in **Attachment 1**, as adjusted by the Tax Escalation Factor.

- f. Transfer of the Assigned Maximum Annual Special Tax from One Large Lot Parcel to Another. The Maximum Annual Special Taxes shown in **Attachment 1** were determined based on the Expected Land Uses for each Large Lot Parcel shown in **Attachment 1**. If the number of planned residential Units or Nonresidential Acreage is transferred from one Large Lot Parcel to another before recording of a Final Small Lot Subdivision Map in any portion of the Large Lot Parcel, the City may, in its sole discretion, allow for a transfer of the Maximum Annual Special Tax from one Large Lot Parcel to another. Such a transfer shall be allowed only if (1) all adjustments are agreed to in writing by the affected property owners and the Finance Director, and (2) there is no reduction in the Maximum Annual CFD Special Tax Revenues as a result of the transfer. Should a transfer result in an amendment to **Attachment 1** of the Notice of Special Tax Lien, the requesting property owner shall bear the costs to affect the transfer in the CFD records and prepare the required amendments to the Notice of Special Tax Lien and **Attachment 1**. Before the transfer, the City may require a deposit from the requesting property owner for such costs.
- g. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel is not needed for public use and is transferred to a private owner, it shall become subject to the Special Tax. The Maximum Annual Special Tax for the newly assigned Tax Category for such a Parcel is determined using the provisions of **Sections 4** and **5**.
- h. Taxable Parcels Acquired by a Public Agency A Taxable Parcel acquired by a public agency shall be reclassified as a Tax-Exempt Parcel and is no longer subject to the Special Tax levy.

5. Assignment of the Maximum Annual Special Tax

- a. Classification of Parcels. For purposes of the next Fiscal Year tax levy, by June 30 of each Fiscal Year, using the Definitions in **Section 2**, the Parcel records of the Assessor's secured tax roll as of January 1, and other City development approval records, the Administrator shall cause:
 - 1. Each Parcel to be classified as a Taxable Parcel or Tax-Exempt Parcel.
 - 2. Each Parcel to be classified as a Developed Parcel, a Final Use Small Lot Parcel, a Small Lot Tentative Map Parcel, a Large Lot Parcel (including Remainder Parcels), or an Undeveloped Parcel.
- b. Identification of Tax Zones: Identify the Tax Zone within which each Taxable Parcel is located.
- c. Assignment of the Maximum Annual Special Tax to Taxable Parcels. The Maximum Annual Special Tax will be assigned to each Taxable Parcel by Tax Zone each Fiscal Year using the procedures (not all steps may be applicable for each such Parcel) in **Section 4**.

6. Calculating Annual Special Taxes

The Administrator will compute the Annual Costs and determine the annual Special Tax levy for each Taxable Parcel based on the assignment of the Special Tax in **Sections 4** and **5**. All calculations and steps described in this section shall be done for all areas within the CFD regardless of how many Tax Zones may exist. The Administrator then will determine the tax levy for each Taxable Parcel using the following process:

- a. Compute the Annual Costs using the definition of Annual Costs in **Section 2**.
- b. For all Taxable Parcels, calculate the Special Tax levy for each using the following steps:
 - Step 1: Compute 100 percent of the Maximum Annual Special Tax Revenue for all Developed Parcels.
 - Step 2: Compare the Annual Costs with the amount calculated in the previous step.
 - Step 3: If the Annual Costs are lower than the amount calculated in Step 1, decrease Proportionately the Maximum Annual Special Tax levy for each Developed Parcel until the revenue from the Special Tax levy equals the Annual Costs.
 - Step 4: If the Annual Costs are greater than the amount calculated in Step 1, increase Proportionately the Maximum Annual Special Tax levy for each Final Use Small Lot Parcel until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Final Use Small Lot Parcels, if needed to fund Annual Costs.
 - Step 5: If the Annual Costs are greater than the amount calculated in Step 1 and Step 4, increase Proportionately the Maximum Annual Special Tax levy for each Small Lot Tentative Map Parcel until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Small Lot Tentative Map Parcels, if needed to fund Annual Costs.
 - Step 6: If the Annual Costs are greater than the amount calculated in Step 1, Step 4, and Step 5, increase Proportionately the Maximum Annual Special Tax levy for each Large Lot Parcel until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Large Lot Parcels, if needed to fund Annual Costs.
 - Step 7: If the Annual Costs are greater than the amount calculated in Step 1, Step 4, Step 5, and Step 6, increase Proportionately the Maximum Annual Special Tax levy for each Undeveloped Parcel until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Undeveloped Parcels, if needed to fund Annual Costs.
- c. Levy on each Taxable Parcel the amount calculated above.
- d. Prepare the Tax Collection Schedule and, unless an alternative method of collection has been selected pursuant to **Section 8**, send it to the County Auditor requesting that it be placed on the general, secured property tax roll for the Fiscal Year. The Tax Collection Schedule will not be sent later than the date required by the County Auditor for such inclusion.

The Administrator will make every effort to calculate the Special Tax correctly for each Parcel. It will be the burden of the taxpayer to correct any errors in determining which Parcels are subject to the tax and their Special Tax assignments.

7. Interpretation, Application, and Appeal of Special Tax Formula and Procedures

Any taxpayer who feels the amount of the Special Tax assigned to a Parcel is in error may file a notice with the Finance Director appealing the levy of the Special Tax. The Finance Director then will promptly review the appeal and, if necessary, will meet with the applicant. If the Finance Director verifies that the tax should be modified or changed, the Special Tax levy will be corrected and, if applicable in any case, a credit or refund will be granted.

Interpretations may be made by the City, without Resolution or Ordinance of the Council, for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to the CFD.

Without Council approval, the Finance Director may make minor, non-substantive administrative and technical changes to the provisions of this RMA that do not materially affect the rate, method of apportionment, or manner of collection of the Special Tax for purposes of administrative efficiency or convenience or to comply with new applicable federal, state, or local law.

The City, upon request of an owner of land in the CFD that is not a Developed Parcel, also may amend this RMA in any manner acceptable to the City, without Resolution or Ordinance of the Council, upon the affirmative vote of such owner and without the vote of owners of any other land in the CFD, provided such amendment only affects such owner's land and does not reduce the total Maximum Annual Special Tax Revenue for the CFD.

8. Manner of Collection

The Special Tax will be collected in the same manner and at the same time as ad valorem property taxes, provided, however, the Administrator or its designee may directly bill the Special Tax and may collect the Special Tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary, to meet the City's financial obligations.

Attachment 1

Sierra Vista CFD No. 2 (Maintenance Services)

Large Lot Maximum Annual Special Tax in the Base Year - Tax Zone A

Large Lot Parcel	Assessor's Parcel Number	Tax Category	Acres	Units	Maximum Annual Special Tax per Unit [1]	Maximum Annual Special Tax per Acre [1]	Maximum Annual Special Tax [1]
Tax Zone A							
JM-1	498-010-026	LDR	17.00	84	\$326.03	-	\$27,387
JM-2	498-010-039 & 037	LDR	30.57	187	\$326.03	-	\$60,968
JM-3	498-010-040 & 041	LDR	30.68	127	\$326.03	-	\$41,406
JM-4	498-010-042 & 043	LDR	25.61	132	\$326.03	-	\$43,036
JM-20	498-010-032 & 033 & 035 & 036	MDR	39.65	319	\$326.03	-	\$104,004
JM-21	498-010-047	MDR	18.58	171	\$326.03	-	\$55,751
JM-30	498-010-024	HDR	7.51	159	\$228.60	-	\$36,347
JM-40	498-010-034	MU	5.65	40	\$228.60	\$1,181.65	\$13,173
JM-41A	498-010-023 (Portion)	BP	9.35	-	\$1,181.65	\$1,181.65	\$11,043
JM-41B	498-010-023 (Portion)	Tax-Exempt	4.13	-	-	-	-
JM-50A	498-010-030	Tax-Exempt	7.73	-	-	-	-
JM-50B	498-010-030	Tax-Exempt	0.00	-	-	-	-
JM-51	498-010-038	Tax-Exempt	2.60	-	-	-	-
JM-52	498-010-044	Tax-Exempt	1.50	-	-	-	-
JM-60	498-010-022	Tax-Exempt	0.30	-	-	-	-
JM-61	498-010-031	Tax-Exempt	11.83	-	-	-	-
JM-70	498-010-035 (Portion)	Tax-Exempt	0.32	-	-	-	-
JM-71	498-010-026 (Portion)	Tax-Exempt	0.88	-	-	-	-
JM-72	498-010-036 (Portion)	Tax-Exempt	0.32	-	-	-	-
JM-73A	498-010-042 (Portion)	Tax-Exempt	0.60	-	-	-	-
JM-73B	498-010-042 (Portion)	Tax-Exempt	0.90	-	-	-	-
JM-80	498-010-027	Tax-Exempt	0.51	-	-	-	-
JM-81	498-010-029	Tax-Exempt	6.18	-	-	-	-
JM-82	498-010-028	Tax-Exempt	2.40	-	-	-	-
JM-83	498-010-025	Tax-Exempt	6.09	-	-	-	-
JM-84	498-010-045	Tax-Exempt	9.99	-	-	-	-
JM-85	498-010-046	Tax-Exempt	14.77	-	-	-	-
ROW		Tax-Exempt	27.31	-	-	-	-
Tax Zone A Totals			282.95	1,219			\$393,114

[1] The Maximum Annual Special Tax increases by the Tax Escalator as defined in Section 2 of this RMA.

att 1

Attachment 2
Sierra Vista CFD No. 2 (Maintenance Services)
Maximum Annual Special Taxes by Tax Category
for the Base Year 2018-19 - Tax Zone A

Expected Land Uses (Tax Category)	Maximum Annual Special Tax per Unit/Acre [1]
Residential Uses	
Low Density Residential (LDR)	<i>per Unit</i> \$326.03
Medium Density Residential (MDR)	\$326.03
High Density Residential (HDR)	\$228.60
Mixed Use Residential (MU)	\$228.60
Affordable Medium Density Residential	\$163.02
Affordable High Density Residential	\$114.30
Nonresidential Uses	
Mixed Use (MU)	<i>per Acre</i> \$1,182
Business Professional (BP)	\$1,182
Community Commercial (CC)	\$1,182
Undeveloped Property	\$2,052

att 2
 [1] This amount may be increased by the Tax Escalation Factor in each fiscal year following the Base Year as defined in **Section 2** of this RMA.

EXHIBIT B

Sierra Vista Community Facilities District No. 2 (Public Services) City of Roseville Placer County, California

The authorized services to be funded from the levy and collection of annual special taxes shall consist of those items set forth below, in addition to the costs associated with collecting and administering the special taxes and annual administering the CFD. The authorized services to be funded for the Sierra Vista Specific Plan Community Facilities District (CFD) No. 2 (Public Services) include these:

1. Open Space improvement, operations and management, monitoring, maintenance (including, but not limited to, general maintenance, signage, benches, striping, City owned fence maintenance, trash and debris collection, and bike trails and their appurtenances [drainage culverts or pipes from adjacent subdivisions] within open space), creation and maintenance of fire breaks, Permits, Vandalism/Graffiti, Flood Conveyance (Vegetation/tree removals), Beaver dam removals, Outfall/drainage swale maintenance, Erosion control/bank stabilization, Native planting/replanting, Pre and post emergent, environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the Environmental Impact Report, maintenance activities as required by the 404 permit and Open Space Overarching Maintenance & Management Plan and repair and replacement of facilities within open space areas in the Project Area.
2. The maintenance of on-site landscape corridors and paseos designed to serve the Project Area, including, but not limited to, general maintenance, masonry walls, accent lighting, water and utility costs.
3. The maintenance of medians, entries, and entry monumentation.
4. The performance of leaf pick-up and street sweeping along the following roads:
 - Fiddymment Road (west side only)
 - Baseline Road (north and south)
 - Market Street
 - Santucci Boulevard
 - Vista Grande Boulevard
 - Westbrook Boulevard
 - Federico Drive
 - Upland Drive

- Pleasant Grove Boulevard (south)
5. Neighborhood Park maintenance, and repair and replacement.
 6. Storm water management, water quality structural controls, including, but not limited to, drainage swales constructed between storm drain facilities and receiving waters, and maintenance of flood control facilities including, but not limited to, detention basins and created wetlands.
 7. Bus Transfer Station, bus shelters, bus stops and any park and ride lots as well as bus signs.
 8. Miscellaneous costs related to any of the items described above, including but not limited to planning, engineering, GIS, legal, and city and county administration costs.
 9. The levy of special taxes to accumulate sinking funds for anticipated future repairs or replacement costs of landscape corridors, irrigation facilities, medians, entries and entry monumentation, lighting, neighborhood parks, storm water management and other facilities maintained by the CFD as determined by the Administrator.

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 18-520

**A RESOLUTION CALLING SPECIAL LANDOWNER ELECTION
FOR COMMUNITY FACILITIES DISTRICT**

**CITY OF ROSEVILLE
Sierra Vista Community Facilities District No. 2
(Public Services)**

WHEREAS, the City Council (the "Council") of the City of Roseville (the "City") has adopted a resolution entitled "A Resolution of Formation of Community Facilities District and Future Annexation Area" (the "Resolution of Formation"), ordering the formation of the "City of Roseville Sierra Vista Community Facilities District No. 2 (Public Services)" (the "CFD") and a future annexation area thereto (the "Future Annexation Area"), defining the public services (the "Services") to be provided by the CFD, authorizing the levy of a special tax on property within the CFD and preliminarily establishing an appropriations limit for the CFD, all pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"); and

WHEREAS, pursuant to the provisions of the Resolution of Formation, the propositions of the levy of the special tax and the establishment of the appropriations limit shall be submitted to the qualified electors of the CFD as required by the provisions of the Act.

NOW, THEREFORE, be it resolved by the City Council of the City of Roseville:

1. Issues Submitted. Pursuant to the Act, the issues of the levy of the special tax and the establishment of the appropriations limit shall be submitted to the qualified electors (as defined below) of the CFD at an election called therefor as provided below.

2. Qualified Electors. This Council hereby finds that fewer than 12 persons have been registered to vote within the territory of the CFD for each of the 90 days preceding the close of the public hearings heretofore conducted and concluded by this Council for the purposes of these proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that, for these proceedings, the qualified electors are the landowners within the CFD and that the vote shall be by such landowners or their authorized representatives, each having one vote for each acre or portion thereof such landowner owns in the CFD as of the close of the public hearing.

3. Conduct of Election. This Council hereby calls a special election to consider the issues described in Section 2, above, which election shall be held on December 19, 2018, and the results thereof canvassed at the meeting of this Council on December 19, 2018. The City Clerk is hereby designated as the official to conduct the election and to receive all ballots until the close of business on the election date. It is hereby acknowledged that the Clerk has on file the Resolution of Formation, a map of the boundaries of the CFD, and a sufficient description to allow the Clerk to determine the electors of the CFD. Pursuant to Section 53327 of the Act, the election shall be conducted by messenger or mail-delivered ballot pursuant to Section 4000 of the California Elections Code. This Council hereby finds that paragraphs (a), (b), (c)(1) of

Section 4000 and Section 4108 are applicable to this special election, except that Sections 53326 and 53327 of the Act shall govern for purposes of determining the date of the election.

4. Ballot. As authorized by Section 53353.5 of the Act, the issues described in section 1 above shall be combined into a single ballot measure, the form of which as attached hereto as Exhibit "A" is hereby approved. The City Clerk is hereby authorized and directed to cause a ballot, in substantially the form of Exhibit "A," to be delivered to each of the qualified electors of the CFD. Each ballot shall indicate the number of votes to be voted by the respective landowner to which the ballot pertains. Each ballot shall be accompanied by all supplies and written instructions necessary for the use and return of the ballot. The envelope to be used to return the ballot shall be enclosed with the ballot, have the return postage prepaid, and contain the following: (a) the name and address of the landowner, (b) a declaration, under penalty of perjury, stating that the voter is the owner of record or authorized representative of the landowner entitled to vote and is the person whose name appears on the envelope, (c) the printed name, signature and address of the voter, (d) the date of signing and place of execution of the declaration pursuant to clause (b) above, and (e) a notice that the envelope contains an official ballot.

5. Waivers. This Council hereby further finds that the provisions of Section 53326 of the Act requiring a minimum of 90 days following the adoption of the Resolution of Formation to elapse before the special election are for the protection of the qualified electors of the CFD. There is on file with the Clerk a written waiver executed by all of the qualified electors of the CFD allowing for a shortening of the time for the special election to expedite the process of formation of the CFD and waiving any requirement for notice, analysis and arguments in connection with the election. Accordingly, this Council finds and determines that the qualified electors have been fully apprised of and have agreed to the shortened time for the election and waiver of analysis and arguments, and have thereby been fully protected in these proceedings. This Council also finds and determines that the City Clerk has concurred in the shortened time for the election. Analysis and arguments with respect to the ballot measures are hereby waived, as provided in Section 53327 of the Act.

6. Accountability. Under Section 50075.1 of the Government Code, the following accountability provisions shall apply to the special taxes: (a) the provision of the Services shall constitute the specific purpose of the Special Tax; (b) the proceeds shall be applied only to the specific purpose identified in (a) above; (c) there shall be created special account(s) or funds(s) into which the proceeds shall be deposited; and (d) there shall be caused to be prepared an annual report if required by Section 50075.3 of the Government Code.

7. Effective Date. This Resolution shall take effect upon its adoption.

* * * * *

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the ____ day of _____, 2018, by the following vote of the City Council:

AYES:	COUNCILMEMBERS
NOES:	COUNCILMEMBERS
ABSENT:	COUNCILMEMBERS
ABSTAIN:	COUNCILMEMBERS

Mayor

ATTEST:

City Clerk of the City of Roseville

EXHIBIT A

CITY OF ROSEVILLE Sierra Vista Community Facilities CFD No. 2 (Public Services)

OFFICIAL BALLOT SPECIAL TAX ELECTION

This ballot is for a special, landowner election for the City of Roseville Sierra Vista Community Facilities District No. 2 (Public Services). You must return this ballot to the office of the City Clerk of the City of Roseville **no later than the hour of 7:00 p.m. on December 19, 2018, either by mail or in person.** The Clerk's office is located at 311 Vernon Street, Roseville, CA 95678.

To vote, mark a cross (X) on the voting line after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void. If you wrongly mark, tear, or deface this ballot, return it to the City Clerk and obtain another.

The amount of money to be raised annually by the special tax within the initial boundary of the CFD is \$393,114 in the base year (and subject to escalation annually), the duration of the special tax is perpetual, and the rate of the special tax shall be determined in accordance with the rate, method of apportionment, and manner of collection of special tax for the CFD.

AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT, OR THE VOTER MAY WRITE NUMBERS IN THE SPACES PROVIDED.

BALLOT MEASURE: Shall the measure pursuant to which (i) the City of Roseville shall annually levy a special tax solely on lands within the City of Roseville Sierra Vista Community Facilities District No. 2 (Public Services) (the "CFD") in accordance with the rate and method contained in the Resolution of Formation of the CFD adopted by the City Council of the City on December 19, 2018, commencing in the City's fiscal year 2018-19, to pay for the public services specified in the Resolution of Formation for the CFD and to pay the costs of the City in administering the CFD, and (ii) the annual appropriations limit of the CFD shall be established in the amount of \$46,500,000 be adopted?	YES: _____
	NO: _____

By execution in the space provided below, you also indicate your waiver of (i) the time limit pertaining to the conduct of the election, (ii) any requirement for analysis and arguments with respect to the ballot measure, and (iii) any irregularity in the proceedings that may be claimed as a result of the this vote or the application of such waivers.

APN(s): _____	_____, a _____
Total Acreage: _____	By: _____ (signature)
Number of votes: _____	_____ [Name & Title]

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 18-521

**A RESOLUTION DECLARING RESULTS OF SPECIAL LANDOWNER ELECTION
AND DIRECTING RECORDING OF NOTICE OF SPECIAL TAX LIEN**

**CITY OF ROSEVILLE
Sierra Vista Community Facilities District No. 2
(Public Services)**

WHEREAS, the City Council (the "Council") of the City of Roseville (the "City") has adopted a resolution entitled "A Resolution of Formation of Community Facilities District and Future Annexation Area" (the "Resolution of Formation"), ordering the formation of the "City of Roseville Community Facilities District No. 2 (Public Services)" (the "CFD") and a future annexation area thereto, authorizing the levy of a special tax on property within the CFD and preliminarily establishing an appropriations limit for the CFD, all pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act");

WHEREAS, under the provisions of the Resolution of Formation and pursuant to a resolution entitled "A Resolution Calling Special Landowner Election for Community Facilities District" (the "Election Resolution") heretofore adopted by this Council, the propositions of the levy of the special tax and the establishment of the appropriations limit were submitted to the qualified electors of the CFD as required by the provisions of the Act;

WHEREAS, pursuant to the terms of the Election Resolution, which are by this reference incorporated herein, the special election has been held and the City Clerk has on file a Canvass and Statement of Results of Election, (the "Canvass") a copy of which is attached hereto as Exhibit A; and

WHEREAS, this Council has been informed of the Canvass, finds it appropriate and wishes to complete its proceedings for the CFD.

NOW, THEREFORE, be it resolved by the City Council of the City of Roseville:

1. Recitals. The foregoing recitals are all true and correct.
2. Issues Presented. The issues presented at the special election were the levy of a special tax within the CFD and the establishment of an annual appropriations limit of \$46,500,000, all pursuant to the Resolution of Formation.
3. Canvass and Issues Approved. The Council hereby approves the Canvass and finds that it shall be a permanent part of the record of its proceedings for the CFD. Pursuant to the Canvass, the issues presented at the special election were approved by the qualified electors of the CFD by more than two-thirds of the votes cast at the special election.
4. Proceedings Approved. Pursuant to the voter approval, the CFD is hereby declared to be fully formed with the authority to levy the special taxes and to have the established appropriations limit, all as heretofore provided in these proceedings and in the Act.

It is hereby found that all prior proceedings and actions taken by this Council with respect to the CFD were valid and in conformity with the Act.

5. Notice of Tax Lien. The City Clerk is hereby directed to complete, execute and cause to be recorded in the office of the County Recorder of the County of Placer a notice of special tax lien in the form required by the Act, such recording to occur no later than 15 days following adoption of this resolution by the Council

6. Effective Date. This Resolution shall take effect upon its adoption.

* * * * * *

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the ____ day of _____, 2018, by the following vote of the City Council:

AYES:	COUNCILMEMBERS
NOES:	COUNCILMEMBERS
ABSENT:	COUNCILMEMBERS
ABSTAIN:	COUNCILMEMBERS

Mayor

ATTEST:

City Clerk of the City of Roseville

EXHIBIT A

CANVASS AND STATEMENT OF RESULT OF ELECTION

**CITY OF ROSEVILLE
Sierra Vista Community Facilities CFD No. 2
(Public Services)**

I hereby certify that on this date, I canvassed the returns of the election held on December 19, 2018, in the City of Roseville Sierra Vista Community Facilities District No. 2 (Public Services) and the total number of ballots cast in such District and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

	Qualified Landowner <u>Votes</u>	Votes <u>Cast</u>	<u>YES</u>	<u>NO</u>
City of Roseville Sierra Vista Community Facilities District No. 2 (Public Services) Special Tax Election, December 19, 2018.	_____	_____	_____	_____

BALLOT MEASURE: Shall the measure pursuant to which (i) the City of Roseville shall annually levy a special tax solely on lands within the City of Roseville Sierra Vista Community Facilities District No. 2 (Public Services) (the "CFD") in accordance with the rate and method contained in the Resolution of Formation of the CFD adopted by the City Council of the City on December 19, 2018, commencing in the City's fiscal year 2018-19, to pay for the public services specified in the Resolution of Formation for the CFD and to pay the costs of the City in administering the CFD, and (ii) the annual appropriations limit of the CFD shall be established in the amount of \$46,500,000 **be adopted?**

YES: _____

NO: _____

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND on _____, 2018.

By: _____
City Clerk
City of Roseville

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE LEVYING
SPECIAL TAX WITHIN SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 2
(PUBLIC SERVICES)**

WHEREAS, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, sections 53311, *et. seq.*, of the California Government Code (the "Act"), on November 7, 2018, this City Council (the "Council") of the City of Roseville (the "City"), adopted its resolution entitled "A Resolution of Intention to Form Sierra Vista Community Facilities District No. 2 (Public Services) and Future Annexation Area" (the "Resolution of Intention"), and has conducted proceedings (the "Proceedings") to establish "City of Roseville Sierra Vista Community Facilities District No. 2 (Public Services)" (the "CFD") and a future annexation area thereto (the "Future Annexation Area") pursuant to the Mello-Roos Community Facilities Act, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act") to finance certain services (the "Services") as provided in the Act;

WHEREAS, pursuant to notice as specified in the Act, and as part of the Proceedings, the Council has held a public hearing under the Act relative to the determination to proceed with the formation of the CFD and the Future Annexation Area and the rate and method of apportionment of the special tax ("Special Tax") to be levied within the CFD to finance the Services, and at such hearing all persons desiring to be heard on all matters pertaining to the formation of the CFD and the Future Annexation Area and the levy of the Special Tax were heard, substantial evidence was presented and considered by this Council and a full and fair hearing was held;

WHEREAS, upon the conclusion of the hearing, this Council adopted its "A Resolution of Formation of Community Facilities District and Future Annexation Area" (the "Resolution of Formation"), pursuant to which it completed the Proceedings for the establishment of the CFD and the Future Annexation Area, the authorization of the levy of the Special Tax within the CFD and the calling of an election within the CFD on the propositions of levying the Special Tax and establishing an appropriations limit within the CFD, respectively;

WHEREAS, parcels within the Future Annexation Area may be annexed to the CFD with the unanimous approval (each, a "Unanimous Approval") of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed to the CFD, without any requirement for further public hearings or additional proceedings; and

WHEREAS, on December 19, 2018, a special election was held among the landowner voters within the CFD at which such voters approved such propositions by the two-thirds vote required by the Act, which approval has been confirmed by resolution of this Council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE as follows:

Section 1. By the passage of this Ordinance, the Council hereby authorizes and levies the Special Tax within the CFD (including any parcel or parcels in the Future Annexation Area that annex into the CFD at rate to be determined at the time of annexation) pursuant to the Act, at the rate and in accordance with the rate, method of apportionment and manner of collection

of special tax for the CFD set forth in the Resolution of Formation which rate and method is by this reference incorporated herein. As contemplated by the rate and method of apportionment of the Special Tax, parcels may annex into the CFD in the future within a different tax zone(s) and may have different maximum annual special tax rate(s). The Special Tax is hereby levied commencing in fiscal year 2018-19, and in each fiscal year thereafter to pay for the Services for the CFD, as contemplated by the Resolution of Formation and the Proceedings and all costs of administering the CFD.

Section 2. The Finance Director or Chief Financial Officer of the City or designee, or an employee or consultant of the City, is hereby authorized and directed each fiscal year to determine the specific Special Tax to be levied for the next ensuing fiscal year for each parcel of real property within the CFD (including any parcel or parcels in the Future Annexation Area that annex into the CFD at rate to be determined at the time of annexation), in the manner and as provided in the Resolution of Formation.

Section 3. Exemptions from the levy of the Special Tax shall be as provided in the Resolution of Formation and the applicable provisions of the Act. In no event shall the Special Tax be levied on any parcel within the CFD in excess of the maximum Special Tax specified in the Resolution of Formation.

Section 4. All of the collections of the Special Tax shall be used as provided in the Act and in the Resolution of Formation, including, but not limited to, the payment of costs of the Services, the payment of the costs of the City in administering the CFD, and the costs of collecting and administering the Special Tax.

Section 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that the Council may provide for other appropriate methods of collection by resolution(s) of the Council. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent Special Tax payments. The Finance Director or Chief Financial Officer of the City is hereby authorized and directed to provide all necessary information to the auditor/tax collector of Placer County in order to effect proper billing and collection of the Special Tax, so that the Special Tax shall be included on the secured property tax roll of Placer County for fiscal year 2018-19 and for each fiscal year thereafter until no longer required to pay for the Services or until otherwise terminated by the City.

Section 6. If for any reason any portion of this ordinance is found to be invalid, or if the Special Tax is found inapplicable to any particular parcel within the CFD (including any parcels in the Future Annexation Area that annex into the CFD), by a court of competent jurisdiction, the balance of this ordinance and the application of the Special Tax to the remaining parcels within the CFD shall not be affected.

Section 7. The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated in the City.

Section 8. This Ordinance shall take effect 30 days from the date of final passage.

* * * * *

_____ The foregoing Ordinance was adopted by the City Council of the City of Roseville on the
_____ day of _____, 2018, on the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

ATTEST:

Mayor

City Clerk

The Economics of Land Use



Hearing Report

Sierra Vista Community Facilities District No. 2 (Public Services)

Prepared for:

City of Roseville

Prepared by:

Economic & Planning Systems, Inc. (EPS)

November 2018

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Exhibits:

Exhibit A: Rate, Method of Apportionment, and Manner of Collection of Special Tax

Exhibit B: List of Authorized Services

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1. INTRODUCTION

Background

The City of Roseville (City) retained Economic & Planning Systems, Inc. (EPS) to support its efforts to create a Mello-Roos Community Facilities District (CFD) for the Sierra Vista Specific Plan (SVSP). The objective of establishing a CFD is to create a land-secured funding mechanism to be used to fund maintenance of authorized services of the CFD. The CFD is being formed initially for the first phase (Tentative Map Number 1—TM No. 1) of the Villages at Sierra Vista. The Villages at Sierra Vista (Villages or Project) development is located in the SVSP area, south of Westpark and west of Fiddymont Road. As new development occurs in SVSP other areas of the plan area are anticipated to be annexed to the CFD.

The CFD boundary initially is proposed to include a subset of the SVSP area reflecting TM No. 1—the first phase of SVSP development. The remainder of the SVSP has been designated as a future annexation area with the ability to annex into the CFD as subsequent phases of development proceed.

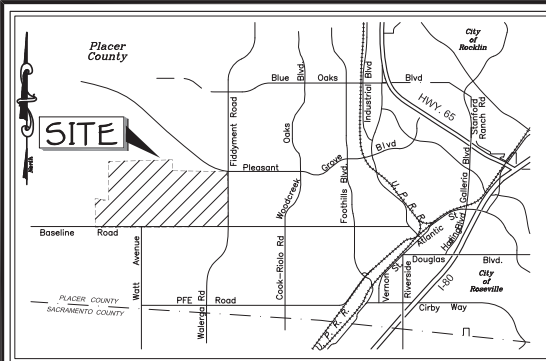
The Project land uses within the initial CFD boundary include approximately 530 low-density residential (LDR) units, 490 medium-density residential (MDR) units, 159 high-density residential (HDR), 5.65 acres of mixed use (MU), and 9.35 acres of business-professional (BP) over roughly 282.95 acres. Spanning the remainder of the SVSP area, expected land uses for the annexation area include an additional approximately 3,649 LDR and MDR units, approximately 1,533 HDR units, and approximately 180 acres of commercial or MU area.

Formation of the City's CFD No. 2 (Public Services) has been initiated with the adoption of the Resolution of Intention (ROI) to form the CFD. The City Council (Council) adopted the ROI on November 7, 2018. The Resolution of Formation (ROF) will be considered by the Council on December 19, 2018.

Purpose of the CFD

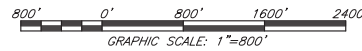
The CFD is being formed to fund maintenance and operation of authorized services under the Mello-Roos Act, serving the Project. The CFD will identify tax zones for each area included in, or annexed to, the CFD. Tax zones will represent a range of special taxes for land uses sufficient to fund maintenance and operation costs within a tax zone. As needed, new tax zones will be created for future annexations reflecting new special tax rate structures for land uses in these tax zones. Annexation areas may also be assigned to existing tax zones.

Map 1 shows the initial boundaries of the CFD which is the initial phase of the Villages. The map also identifies future annexation areas.



VICINITY MAP

#	APN
1	498-010-023
2	498-010-024
3	498-010-025
4	498-010-026
5	498-010-027
6	498-010-028
7	498-010-029
8	498-010-022
9	498-010-030
10	498-010-031
11	498-010-032
12	498-010-033
13	498-010-034
14	498-010-035
15	498-010-036
16	498-010-037
17	498-010-038
18	498-010-039
19	498-010-040
20	498-010-041
21	498-010-042
22	498-010-043
23	498-010-044
24	498-010-045
25	498-010-046
26	498-010-047



PROPOSED BOUNDARY OF **SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 2**

(PUBLIC SERVICES)
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
SCALE: 1" = 800'
SHEET 1 OF 1

LEGEND:



PROPOSED CFD BOUNDARY



AREAS OF FUTURE ANNEXATION

CITY CLERK'S STATEMENT:

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROSEVILLE, COUNTY OF PLACER,
STATE OF CALIFORNIA THIS _____ DAY OF _____, 2018.

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF THE
SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES), CITY OF
ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA WAS APPROVED BY THE CITY
COUNCIL OF THE CITY OF ROSEVILLE, AT A REGULAR MEETING THEREOF HELD ON THE ____
DAY OF _____, 2018, BY ITS RESOLUTION NUMBER, _____.

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 2018, AT THE HOUR OF _____ O'CLOCK, __M.,
IN BOOK _____ OF MAPS OF COMMUNITY FACILITIES DISTRICT, AT PAGE _____
IN THE OFFICE OF THE RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA.

DOC NO. _____

RYAN RONCO
PLACER COUNTY RECORDER

FEE: _____

BY: _____
DEPUTY

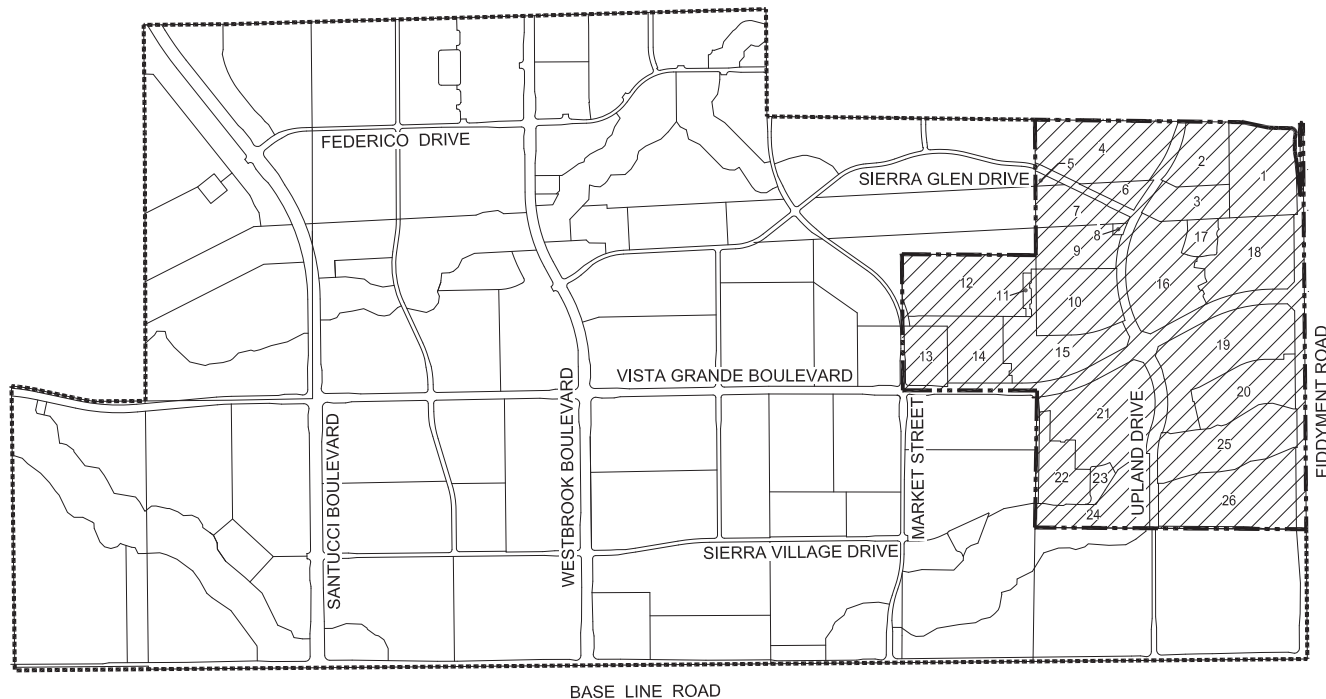
MAP PREPARED BY:

NOVEMBER, 2018



BAKER-WILLIAMS ENGINEERING GROUP

Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services
5020 Rutland Drive, Suite 19 ~ Carmichael, CA 95608
(916) 331-4338 ~ fax: (916) 331-4430 ~ office@bwengineers.com



BASE LINE ROAD

Organization of the Report

This report consists of these 4 chapters and 2 exhibits:

- **Chapter 1** includes this introduction.
- **Chapter 2** describes the proposed land uses in the CFD.
- **Chapter 3** describes authorized services to be funded in the CFD and the estimated maintenance costs.
- **Chapter 4** describes the structure of the CFD.
- **Exhibit A** provides the Facilities Rate, Method of Apportionment, and Manner of Collection of Special Tax (RMA).
- **Exhibit B** provides the List of Authorized Services.

2. LAND USES

The City intends to form the Sierra Vista CFD No. 2 over JMC Homes' first tentative map (TM No. 1) in the northeastern portion of the SVSP. The Villages area included initially in the CFD consists of approximately 283 acres of property approved for approximately 1,219 units (approximately 1,020 LDR/MDR units and approximately 199 HDR and MU units). The entire Villages property is anticipated to be developed over several phases, with vertical development activity commencing within the TM No. 1 area in the spring of 2019.

Table 1, below, identifies the villages as designated in the SVSP that are within the proposed CFD boundary. The future annexation area shown in Map 1 includes the remaining territory in the SVSP. The annexation consists of approximately 1,390 acres that is approved for approximately 5,400 residential units.

Table 1
Sierra Vista CFD No. 2 (Public Services)
CFD Parcels - Tax Zone A

Large Lot Parcel	Assessor's Parcel Number	Tax Category	Acres	Units
Tax Zone A				
JM-1	498-010-026	LDR	17.00	84
JM-2	498-010-039 & 037	LDR	30.57	187
JM-3	498-010-040 & 041	LDR	30.68	127
JM-4	498-010-042 & 043	LDR	25.61	132
JM-20	498-010-032 & 033 & 035 & 036	MDR	39.65	319
JM-21	498-010-047	MDR	18.58	171
JM-30	498-010-024	HDR	7.51	159
JM-40	498-010-034	MU	5.65	40
JM-41A	498-010-023 (Portion)	BP	9.35	0
JM-41B	498-010-023 (Portion)	Tax-Exempt	4.13	0
JM-50A	498-010-030	Tax-Exempt	7.73	0
JM-50B	498-010-030	Tax-Exempt	0.00	0
JM-51	498-010-038	Tax-Exempt	2.60	0
JM-52	498-010-044	Tax-Exempt	1.50	0
JM-60	498-010-022	Tax-Exempt	0.30	0
JM-61	498-010-031	Tax-Exempt	11.83	0
JM-70	498-010-035 (Portion)	Tax-Exempt	0.32	0
JM-71	498-010-026 (Portion)	Tax-Exempt	0.88	0
JM-72	498-010-036 (Portion)	Tax-Exempt	0.32	0
JM-73A	498-010-042 (Portion)	Tax-Exempt	0.60	0
JM-73B	498-010-042 (Portion)	Tax-Exempt	0.90	0
JM-80	498-010-027	Tax-Exempt	0.51	0
JM-81	498-010-029	Tax-Exempt	6.18	0
JM-82	498-010-028	Tax-Exempt	2.40	0
JM-83	498-010-025	Tax-Exempt	6.09	0
JM-84	498-010-045	Tax-Exempt	9.99	0
JM-85	498-010-046	Tax-Exempt	14.77	0
ROW		Tax-Exempt	27.31	0
Tax Zone A Totals			282.95	1,219

cfp parcels

Source: MacKay & Somps

3. AUTHORIZED SERVICES AND ESTIMATED SERVICES COSTS

This chapter describes the authorized services eligible to be funded through the CFD from special taxes levied under the CFD.

Authorized Services of the CFD

The CFD is authorized to fund certain services required to serve the Project. Authorized services are identified in the List of Authorized Services (**Exhibit B** of this report). Authorized services are briefly discussed below.

Open Space

Services include open space improvements, operations and management, monitoring, maintenance (including general maintenance, signage, benches, striping, City owned fence maintenance, trash and debris collection, and bike trails and their appurtenances [drainage culverts or pipes from adjacent subdivisions] within open space), creation and maintenance of fire breaks, permits, vandalism/graffiti, flood conveyance (vegetation/tree removals), beaver dam removals, outfall/drainage swale maintenance, erosion control/bank stabilization, Native planting/replanting, pre and post emergent, environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the EIR, maintenance activities as required by the 404 permit and open space Overarching Maintenance & Management Plan, and repair and replacement of facilities within open space areas in the Project Area.

Landscape Corridors

Services includes maintenance of on-site landscape corridors and paseos designed to serve the Project area, including general maintenance, masonry walls, accent lighting, water and utility costs.

Medians, Entries, and Entry Monumentation

Services include the maintenance of medians, entries, and entry monumentation.

Leaf Pickup and Street Sweeping

Services include performance of leaf pick-up and street sweeping along the following roads:

- Fiddymment Road (west side only)
- Baseline Road (north and south)
- Market Street
- Santucci Boulevard
- Vista Grande Boulevard

- Westbrook Boulevard
- Federico Drive
- Upland Drive
- Pleasant Grove Boulevard (south)

Neighborhood Parks

Services include neighborhood park maintenance, and repair and replacement.

Storm Water Management

Services include storm water management, water quality structural controls, including drainage swales constructed between storm drain facilities and receiving waters, and maintenance of flood control facilities, including detention basins and created wetlands.

Transit

Services include bus transfer station, bus shelters, bus stops and any park and ride lots as well as bus signs.

Other Services

Other services include miscellaneous costs related to any of the items described above including planning, engineering, GIS, legal, and city and county administration costs. They also include the levy of special taxes to accumulate sinking funds for anticipated future repairs or replacement costs of landscape corridors, irrigation facilities, medians, entries and entry monumentation, lighting, neighborhood parks, storm water management and other facilities maintained by the CFD as determined by the Administrator.

Formation, Administrative, and Incidental Expenses

Costs eligible to be financed by the CFD shall include all costs associated with the formation and ongoing administration of the CFD and issuance of bonds; determination of the amount of taxes and collection of taxes; inspection, plan check and other costs related to acceptance of the facilities by the City, payment of taxes; and any other costs incurred to carry out the authorized purposes of the CFD.

Authorized Services Estimated Costs

The City, with assistance from consultants, prepared estimates of the annual cost of providing authorized services within the initial territory included in the CFD. A cost per unit was established for each of the authorized services of the CFD. Some costs are assigned to both residential and nonresidential uses, such as landscape corridors, paseos, medians, bike trails, masonry walls, leaf pickup, street sweeping, and stormwater management. Park maintenance costs are assigned only to residential uses.

City staff, in conjunction with the developer and developer consultants developed a cash flow model to establish initial year cost estimates for the various land uses. The results of the analysis became the basis for the initial special tax rates for the CFD.

Table 2 shows the preliminary estimated maintenance costs for major maintenance activities.

City Determinations of Authorized Services Costs

The City is in the process of updating its estimated costs used for CFD No. 2 authorized services. As such costs are updated, they may be assembled in a single place by the City for use with future CFD No. 2 annexations. The intent of having estimated CFD No. 2 costs in a single place is to ease the process of estimating annual costs for future annexation areas.

Table 2
Sierra Vista CFD No. 2 (Public Services)
Summary of Annual Maintenance Costs - Tax Zone A

Tax Zone A

Item		
Neighborhood Park, Basic	\$11,642.34	<i>per acre</i>
Neighborhood Park/School Park	\$11,642.34	<i>per acre</i>
Landscape Corridors	\$11,642.34	<i>per acre</i>
Paseos	\$11,642.34	<i>per acre</i>
Medians	\$11,642.34	<i>per acre</i>
Bike Trails	\$1.06	<i>per lf</i>
Open Space	\$728.98	<i>per acre</i>
		<i>sum</i>

Source: City of Roseville; EPS.

4. STRUCTURE OF THE CFD

Description of the CFD

The CFD is being formed to fund authorized services of the CFD. The attached exhibits are documents contained in the ROF. **Exhibit A** is the CFD RMA. **Exhibit B** is the List of Authorized Services.

The CFD Funding Program

The CFD will be authorized to levy and collect the special tax to pay all annual costs of the CFD.

Determining the Maximum Annual Special Tax

The maximum annual special tax rates for the various land uses (tax categories) were determined in the previous chapter and shown in **Table 3**. **Table 3** shows the maximum annual special tax rates by tax category in the Base Year.

Base Year

The base year is FY 2018-19. A base year is defined in the RMA as a means of defining the special tax base in a given fiscal year that is allowed to increase by a given factor over a period of time.

Annual Tax Escalation Factor

The annual tax escalation factor is a factor not to exceed 4 percent, as determined by the Administrator, in every fiscal year following the Base Year.

Termination of the Special Tax

The special tax is authorized to be levied and collected in perpetuity.

Definition of Annual Costs

The maximum annual special tax established under the RMA is the maximum exposure to an annual special tax levy for a given parcel of land. The actual amount of the levy is derived through determining the "annual costs" of the CFD. The RMA identifies the annual costs components as these:

Table 3
Sierra Vista CFD No. 2 (Public Services)
Large Lot Maximum Annual Special Tax in the Base Year - Tax Zone A

Large Lot Parcel	Assessor's Parcel Number	Tax Category	Acres	Units	Maximum Annual Special Tax per Unit [1]	Maximum Annual Special Tax per Acre [1]	Maximum Annual Special Tax [1]
Tax Zone A							
JM-1	498-010-026	LDR	17.00	84	\$326.03	-	\$27,387
JM-2	498-010-039 & 037	LDR	30.57	187	\$326.03	-	\$60,968
JM-3	498-010-040 & 041	LDR	30.68	127	\$326.03	-	\$41,406
JM-4	498-010-042 & 043	LDR	25.61	132	\$326.03	-	\$43,036
JM-20	498-010-032 & 033 & 035 & 036	MDR	39.65	319	\$326.03	-	\$104,004
JM-21	498-010-047	MDR	18.58	171	\$326.03	-	\$55,751
JM-30	498-010-024	HDR	7.51	159	\$228.60	-	\$36,347
JM-40	498-010-034	MU	5.65	40	\$228.60	\$1,181.65	\$13,173
JM-41A	498-010-023 (Portion)	BP	9.35	-	-	\$1,181.65	\$11,043
JM-41B	498-010-023 (Portion)	Tax-Exempt	4.13	-	-	-	-
JM-50A	498-010-030	Tax-Exempt	7.73	-	-	-	-
JM-50B	498-010-030	Tax-Exempt	0.00	-	-	-	-
JM-51	498-010-038	Tax-Exempt	2.60	-	-	-	-
JM-52	498-010-044	Tax-Exempt	1.50	-	-	-	-
JM-60	498-010-022	Tax-Exempt	0.30	-	-	-	-
JM-61	498-010-031	Tax-Exempt	11.83	-	-	-	-
JM-70	498-010-035 (Portion)	Tax-Exempt	0.32	-	-	-	-
JM-71	498-010-026 (Portion)	Tax-Exempt	0.88	-	-	-	-
JM-72	498-010-036 (Portion)	Tax-Exempt	0.32	-	-	-	-
JM-73A	498-010-042 (Portion)	Tax-Exempt	0.60	-	-	-	-
JM-73B	498-010-042 (Portion)	Tax-Exempt	0.90	-	-	-	-
JM-80	498-010-027	Tax-Exempt	0.51	-	-	-	-
JM-81	498-010-029	Tax-Exempt	6.18	-	-	-	-
JM-82	498-010-028	Tax-Exempt	2.40	-	-	-	-
JM-83	498-010-025	Tax-Exempt	6.09	-	-	-	-
JM-84	498-010-045	Tax-Exempt	9.99	-	-	-	-
JM-85	498-010-046	Tax-Exempt	14.77	-	-	-	-
ROW		Tax-Exempt	27.31	-	-	-	-
Tax Zone A Totals			282.95	1,219			\$393,114

[1] The Maximum Annual Special Tax increases by the Tax Escalator as defined in **Section 2** of this RMA.

att 1

- a. Cost of Authorized Services.
- b. Administrative Expenses.
- c. The amount needed to cure any delinquencies in the payment of the special tax in the current or prior fiscal.

Assignment of Maximum Annual Special Tax

Sections 4 and 5 of the RMA describe in detail the precise method for assigning the maximum annual special tax to parcels in the CFD. The RMA assigns a total maximum annual special tax to taxable parcels based on parcel configurations at the time of formation of the CFD, and then as subdivision maps are recorded. Original parcels are those parcel configurations when the CFD is formed. Successor parcels are created as large lot subdivision maps are recorded, and then small lot final maps are recorded defining individual buildable residential lots.

Tax Zone A and Future Tax Zones

The RMA will establish tax zones as needed. Tax Zone A is being established for the taxable parcels included in the initial CFD formation. The City may establish new tax zones for future annexation parcels if it is determined that new maximum annual special tax rates by tax category need to be established to fund annual costs of the CFD.

Original Parcels

Original parcels are assigned a maximum annual special tax using Attachment 1 of the RMA. Attachment 1 (**Table 3** of this document) shows the total maximum annual special tax and maximum annual special tax per unit or per acre for original parcels.

Successor Parcels

Successor parcels are created when original parcels are subdivided by the recording of large lot subdivision maps, and further subdivided into buildable residential lots. The RMA provides specific detail and definitions used in allocating the maximum annual special tax to parcels in their final use, whether as residential or nonresidential parcels.

Attachment 1 (**Table 3** of this document) shows the maximum annual special tax for planned large lot parcels in Tax Zone A. Each large lot is assigned one tax category, the number of planned residential units, and a maximum annual special tax per unit or per acre. The maximum annual special tax for a large lot parcel is the sum of the number of units in the tax category multiplied by the maximum annual special tax for the tax category.

If fewer units are realized at the recordation of a final map defining buildable lots than shown in **Table 3**, the maximum annual special tax for the large lot parcel is divided by the actual number of residential units created by the final map to determine the maximum annual special tax per unit. If more residential units are created by a final map than shown in **Table 3**, the maximum annual special tax per unit is that amount shown in **Table 3**.

The RMA is structured to ensure that the maximum annual special tax for a large lot is not reduced over time by anticipated development of each large lot. The special tax revenue for large lot parcels may increase if higher densities are realized over time.

Annexation Parcels

Parcels are anticipated to annex into the CFD in the future. If parcels are annexed into the CFD after formation, the maximum annual special tax shall be assigned to these annexation parcels using the definitions in Section 2 of the RMA and the maximum annual special tax per unit or acre shown in Attachment 2 of the RMA (**Table 4** of this document) as adjusted by the tax escalation factor applied by the administrator, unless the annexation parcels are annexed with a new set of maximum annual special taxes. Attachment 2 in the RMA (**Table 4**) shall be amended, or a new attachment created, to include the annexation parcels and, if necessary, the applicable tax rates when establishing a new Tax Zone. If new maximum annual special taxes are created, Attachments 1 and 2 in the RMA should be amended to reflect the maximum annual special taxes for the annexation parcels and associated tax zones. Once annexed, these annexed parcels shall be considered original and successor parcels and will be subject to the same procedures for assignment of the maximum annual special tax to successor parcels described in Section 4.d of the RMA. The owner of the annexation parcels shall be responsible for paying all costs associated with annexing the annexation parcels into the CFD, but otherwise shall not be required to pay any other charge, fee, or catch-up special tax in connection with or as a condition of such annexation unless otherwise agreed to by the owner of the annexation parcel in connection with the annexation.

Affordable Units

The RMA recognizes affordable housing units to be built in the CFD. These units are assigned lower maximum annual special tax rates than market-rate units. Section 4.e of the RMA discusses the assignment of the maximum annual special tax to residential lots and to those residential lots anticipated to include affordable units.

Transfer of the Assigned Maximum Annual Special Tax

The City may, in its sole discretion, allow for a transfer of the maximum annual special tax from one large lot parcel to another. Such a transfer shall be allowed only if (1) all adjustments are agreed to in writing by the affected property owners and the Finance Director, and (2) there is no reduction in the CFD maximum annual special tax revenues as a result of the transfer. Provisions for such a transfer are discussed in Section 4.f of the RMA.

Table 4
Sierra Vista CFD No. 2 (Public Services)
Maximum Annual Special Taxes by Tax Category
for the Base Year 2018-19 - Tax Zone A

Expected Land Uses (Tax Category)	Maximum Annual Special Tax per Unit/Acre [1]
Residential Uses	<u>per Unit</u>
Low Density Residential (LDR)	\$326.03
Medium Density Residential (MDR)	\$326.03
High Density Residential (HDR)	\$228.60
Mixed Use Residential (MU)	\$228.60
Affordable Medium Density Residential	\$163.02
Affordable High Density Residential	\$114.30
Nonresidential Uses	<u>per Acre</u>
Mixed Use (MU)	\$1,182
Business Professional (BP)	\$1,182
Community Commercial (CC)	\$1,182
Undeveloped Property	\$2,052

att 2

[1] This amount may be increased by the Tax Escalation Factor in each fiscal year following the Base Year as defined in **Section 2** of this RMA.

Conversion of a Tax-Exempt Parcel to a Taxable Parcel

If a tax-exempt parcel is not needed for public use or other nontaxable use and is converted to a taxable use or transferred to a private owner, it shall become subject to the special tax. The maximum annual special tax for the newly assigned tax category for such a parcel is determined using the provisions of Sections 4 and 5 of the RMA.

Taxable Parcels Acquired by a Public Agency

A taxable parcel that is acquired by a public agency after the CFD is formed will be determined to be a tax-exempt parcel.

Determination of Parcels Subject to Special Tax

By June 30 of each fiscal year, using the definitions in Section 2 of the RMA, the parcel records of the Assessor's Secured Tax Roll as of January 1, and other City development approval records, the Administrator shall cause:

1. Each parcel to be classified as a Taxable Parcel or Tax-Exempt Parcel.
2. Each parcel to be classified as a Developed Parcel, a Final Use Small Lot Parcel, a Small Lot Tentative Map Parcel, a Large Lot Parcel (including Remainder Parcels), or an Undeveloped Parcel.

Setting the Special Tax Levy for Taxable Parcels

To determine the annual levy, the administrator will use the process presented in Section 6 of the RMA. In general, the provisions of Section 6 describe the following procedures to set the annual special tax levy for each taxable parcel:

- First, the administrator must compute the annual costs using the definitions in Section 2 of the RMA. Next, the administrator shall levy the special tax proportionately on all developed parcels, up to the amount of annual costs, or 100 percent of the maximum special tax for developed property, whichever is less.
- If additional revenue is needed for annual costs, the administrator shall levy the special tax proportionately on all final use small lot parcels, such that when added to the levy on developed parcels, is up to the amount of annual costs, or up to 100 percent of the maximum special tax for final use small lot parcels, whichever is less.
- If additional revenue is needed for annual costs, the administrator shall levy the special tax proportionately on all small lot tentative map parcels, such that when added to the levy on developed parcels, is up to the amount of annual costs, or up to 100 percent of the maximum special tax for small lot tentative map parcels, whichever is less.
- If additional revenue is needed for annual costs, the administrator shall levy the special tax proportionately on all large lot parcels, such that when added to the levies on parcels

described above, is up to the amount of annual costs, or up to 100 percent of the maximum special tax for large lot parcels, whichever is less.

- If additional revenue is needed for annual costs, the administrator shall levy the special tax proportionately on all undeveloped parcels, such that when added to the levies on parcels described above, is up to the amount of annual costs, or up to 100 percent of the maximum special tax for large lot parcels, whichever is less.

Once the special tax levy is determined for a fiscal year, the administrator creates the tax schedule to deliver to the County Auditor-Controller.

Prepayment of the Special Tax Obligation

The special tax obligation may not be prepaid.

Interpretation, Application, and Appeal of Special Tax Formula and Procedures

Any taxpayer who feels the amount of the special tax assigned to a parcel is in error may file a notice with the administrator appealing the levy of the special tax. The administrator then will promptly review the appeal and, if necessary, meet with the applicant. If the administrator verifies that the tax should be modified or changed, the special tax levy will be corrected and, if applicable in any case, a credit or refund will be granted.

Interpretations may be made by the City, without resolution or ordinance of the Council, for purposes of clarifying any vagueness or ambiguity as it relates to the special tax rate, the method of apportionment, the classification of properties, or any definition applicable to CFD.

Without Council approval, the Finance Director may make minor, non-substantive administrative and technical changes to the provisions of the RMA that do not materially affect the rate, the method of apportionment, or the manner of collection of the special tax for purposes of administrative efficiency or convenience or to comply with new applicable federal, state, or local law.

Manner of Collection

The special tax will be collected in the same manner and at the same time as ad valorem property taxes. As specified in Section 9 of the RMA, the administrator or its designee may directly bill the special tax and may collect the special tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary, to meet the City's financial obligations.



EXHIBITS:

- Exhibit A: Rate, Method of Apportionment, and
Manner of Collection of Special Tax
- Exhibit B: List of Authorized Services



EXHIBIT A:
Rate, Method of Apportionment, and
Manner of Collection of Special Tax

EXHIBIT A

City of Roseville
Sierra Vista Community Facilities District No. 2
(Public Services)
Placer County, California

RATE, METHOD OF APPORTIONMENT, AND MANNER OF COLLECTION OF SPECIAL TAX

1. Basis of Special Tax Levy

A Special Tax authorized under the Mello-Roos Community Facilities Act of 1982 (Act) applicable to the land in Sierra Vista Community Facilities District No. 2 (Public Services) (CFD) of the City of Roseville (City) shall be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate, as described below.

2. Definitions

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map or, if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map or other Development Plan.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 and following of the California Government Code.

"Administrative Expenses" mean the actual or estimated costs incurred by the City to form the CFD and to determine, levy, and collect the Special Taxes, including compensation of City employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the costs of collecting installments of the Special Taxes on the general tax rolls, preparation of required reports, the cost of GIS mapping services, and any other costs required to administer the CFD as determined by the City.

"Administrator" means a City official in the Finance Department or their designee responsible for determining the levy and collection of the Special Taxes.

"Affordable Housing Director" means, at any point in time, the person in the City who serves as head of the department that oversees the City's affordable housing program.

"Affordable Unit" means a Unit built on a Residential Use Parcel for which an Affordable Unit agreement has been entered into for the property designating the Unit as affordable. A Multifamily Parcel may have only a portion of the Units assigned as Affordable Units. The City Manager, or their designee, shall determine which Units are designated as Affordable Units and maintain an Affordable Unit listing, which shall contain all designated buildable parcels by tract and lot number and, in the case of Large Lot Parcels remaining before May 1 of the preceding

Fiscal Year, the number of designated Affordable Units for each such Large Lot Parcel; all entries shall indicate the effective date of designation. The Affordable Unit listing also shall be updated to reflect those Units no longer qualifying as Affordable Units, also known as Market-Rate Units. The Affordable Unit listing, which shall contain all qualifying Affordable Units as of April 30, shall be made available to the Administrator by July 1 of each year for purposes of determining the Maximum Annual Special Tax for Parcels pursuant to **Section 4**.

"Annexation Parcels" mean a Parcel or Parcels annexed into the CFD after formation. The Maximum Annual Special Tax will be assigned to such Parcels using the provisions of **Section 4.c** of this Rate, Method of Apportionment, and Manner of Collection of Special Tax (RMA). Annexation Parcels may be assigned a different Maximum Annual Special Tax Rate or Maximum Annual Special Tax per Parcel using a methodology different from other Parcels in the CFD and may be placed in an area designated as a separate zone of the CFD, all of which shall be set forth in revised attachments hereto as needed, without further CFD proceedings.

"Annual Costs" mean, for any Fiscal Year, the total of the following items: (1) Authorized Services, (2) Administrative Expenses, and (3) any amounts needed to cure actual or estimated delinquencies in Special Taxes for the current or previous Fiscal Year.

"Assessor's Parcel" means a lot or Parcel with an assigned Assessor's Parcel Number in the maps used by the County Assessor in preparing the tax roll.

"Assessor's Parcel Map" means an official map of the County Assessor designating Parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means the Parcel and Parcel Number as assigned by the County Assessor on the equalized tax roll.

"Assigned Maximum Annual Special Tax" means the Maximum Annual Special Tax assigned to each Large Lot Parcel that is an Original Parcel based on the Expected Land Uses at CFD formation, as shown in **Attachment 1**. For any Annexation Parcels that do not have approved Large Lot Parcels, Expected Land Uses will be based on the approved Specific Plan land uses for each Assessor's Parcel that is annexed. In this instance, the Assigned Maximum Annual Special Tax will be assigned to Assessor Parcel Number(s) and added to **Attachment 1**.

"Authorized Services" mean those services listed in the resolution forming the CFD.

"Base Year" means the Fiscal Year beginning July 1, 2018, and ending June 30, 2019.

"Building Permit" means a permit issued by the City for construction of a Residential Use or Nonresidential Use structure.

"Business Professional" means a Parcel or Parcels zoned to provide for a wide variety of office uses and other uses related to and supporting office uses.

"CFD" means the Sierra Vista Community Facilities District No. 2 (Public Services) of the City of Roseville, Placer County, California.

"City" means the City of Roseville in Placer County, California.

"Council" means the City Council of the City acting for the CFD under the Act.

"Community Commercial" means a Parcel or Parcels zoned to serve the principal retail shopping needs of the entire community by providing areas for shopping centers and other retail and service uses.

"County" means the County of Placer, California.

"Developed Parcel" means, in any Fiscal Year, any Taxable Parcel for which a Building Permit was issued before May 1 of the preceding Fiscal Year for Residential Uses on Single-Family Parcels or Multifamily Parcels or for Nonresidential Uses on Nonresidential Use Parcels.

"Development Plan" means a condominium plan, apartment plan, site plan, or other development plan that identifies such information as the type of structure, Acreage, square footage, or number of Units that are approved to be developed on a Single-Family Parcel, Multifamily Parcel, and Nonresidential Parcel.

"Expected Land Use(s)" mean(s) the total number of Units or Acres of each land use type by Tax Category expected in each Large Lot Parcel and Original Parcel at CFD formation as identified in **Attachment 1** of this RMA. Future Annexation Parcels may not have approved Large Lot Parcels with an assigned total number of Units. Such Annexation Parcels will be assigned an Assigned Maximum Annual Special tax per Unit or per Acre and added to **Attachment 1**.

"Final Use Small Lot Parcel" means a Parcel designated for development as a single-family residence, which is part of a Final Small Lot Subdivision Map.

"Final Small Lot Subdivision Map" means a recorded map designating the final Parcel subdivision for individual Single-Family Parcels.

"Finance Director" means the Finance Director for the City, or their designee.

"Fiscal Year" means the period starting July 1 and ending the following June 30.

"High-Density Residential" means, based on the Sierra Vista Specific Plan, a land use designation that primarily accommodates attached housing but, depending on the Unit type, could also include detached housing, within the density range of 13.0 or greater dwelling units per gross developable acre. Typical housing product types include detached townhomes, courtyard townhomes/condominiums, garden-style apartments, and podium-design apartments/condominiums.

"Large Lot Parcel" means a Parcel created by a Large Lot Subdivision Map.

"Large Lot Subdivision Map" means a recorded subdivision map creating Parcels by land use. However, the Large Lot Subdivision Map does not delineate Single-Family Parcels. A Final Small Lot Subdivision Map will create individual Single-Family Parcels.

"Light Industrial Uses" mean Parcels zoned by the City as Light Industrial (Tech./Business Park).

"Low-Density Residential" means, based on the Sierra Vista Specific Plan, a land use designation that supports single-family detached homes on conventional lots within the density range of up to 6.9 dwelling units per gross developable acre. Typical housing product types include standard, alley-loaded, or clustered, single-family detached Units.

"Market-Rate Unit" means a Unit that is not an Affordable Unit.

"Maximum Annual Special Tax" means the greatest amount of Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in **Attachments 1 and 2**.

"Maximum Annual Special Tax Rate" means the rate of Maximum Annual Special Tax charged per Unit or per Acre, as shown in **Attachments 1 and 2**.

"Maximum Annual Special Tax Revenue" means the greatest amount of revenue that can be collected in total from a group of Parcels (such as Developed Parcels) by levying the Maximum Annual Special Tax.

"Maximum Annual CFD Special Tax Revenue" means the sum of the Maximum Annual Special Tax levied on all Taxable Parcels in the CFD in a Fiscal Year.

"Medium-Density Residential" means, based on the Sierra Vista Specific Plan, a land use designation that accommodates both single-family detached homes and attached homes within the density range of 7.0 to 12.9 dwelling units per gross developable acre. Typical housing product types include standard or alley-loaded lots, courtyard lots, green court lots, auto courts, alley clusters, zero-lot lines, or z-shaped lots. In addition, duet/half-plex homes, townhomes, or condominiums may be accommodated in Medium-Density Residential areas.

"Mixed-Use Parcel" means a Parcel or Parcels designated for a combination of Residential Uses and Nonresidential Uses.

"Multifamily For-Rent" or **"Multifamily For-Rent Parcel"** means any Parcel designated or developed for more than one residential dwelling Unit per Parcel, and where such Units initially are offered for rent to the general public and cannot be purchased by individual homeowners. Such uses may consist of apartments or structures such as duplexes or triplexes, including land uses defined as High-Density Residential. Each residential dwelling Unit in Multifamily For-Rent or Multifamily For-Rent Parcels is not expected to have its own distinct Assessor's Parcel Number.

"Multifamily For-Sale" or **"Multifamily For-Sale Parcel"** means any Parcel designated or developed for more than one residential dwelling Unit in a single building or structure and that may share at least one common wall where such units are not initially offered for rent to the general public and initially may be offered for sale to individual homeowners. Such uses may consist of condominiums or buildings such as half-plexes or time-share units, including land uses defined as High-Density Residential. Multifamily For-Sale Parcels are anticipated to have their own distinct Assessor's Parcel Number as is the case in residential condominium projects. Once designated as Multifamily For-Sale or a Multifamily For-Sale Parcel, the Parcel shall remain so designated unless the original structures are demolished.

"Nonresidential Use" means a Taxable Parcel with land uses other than Residential Uses that may include Business Professional, Community Commercial, Light Industrial, and Mixed Use.

"Original Parcel" means a Taxable Parcel identified in **Attachment 1** (and shown in **Map 1**) at formation of the CFD. **Attachment 1** and **Map 1** shall be updated, or additional maps may be added with each new annexation into the CFD.

"Parcel" means any Assessor's Parcel in the CFD based on the equalized tax rolls of the County as of January 1 of each Fiscal Year.

“Proportionately” means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Developed Parcels. For Final Use Small Lot Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Final Use Small Lot Parcels. For Small Lot Tentative Map Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Small Lot Tentative Map Parcels. For Undeveloped Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Undeveloped Parcels.

“Public Parcel” means any Parcel that is or is intended to be publicly owned, as designated in any final map that is normally exempt from the levy of general ad valorem property taxes under California law, including public streets; schools; parks; and public drainageways, landscaping, wetlands, greenbelts, and open space.

“Remainder Parcel” means a portion of land that is created as a result of the recording of a Large Lot Parcel Map or Final Small Lot Subdivision Map, which results in a designated remainder as defined in Government Code Section 66424.6(a). Such a Remainder Parcel may contain taxable and tax-exempt uses, such as Residential Uses, and Public Parcels, such as park sites. Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of **Sections 4** through **6**.

“Residential Use” means a Parcel designated for residential use, such as single-family residential Units, residential condominiums, townhouses, or apartments that would be included in the definitions of Low-Density Residential, Medium-Density Residential or High-Density Residential.

“RMA” means this Rate, Method of Apportionment, and Manner of Collection of Special Tax.

“Single-Family Parcel” means, in any Fiscal Year, all Parcels in the CFD for which a building permit was issued or may be issued for construction of a Unit that is a single-family residential, residential condominium, or townhouse Unit.

“Small Lot Tentative Map” means a map that is approved by the City for the purpose of showing the design of a proposed Subdivision, including the individual buildable lots expected in the Subdivision, as well as the conditions pertaining thereto. A Small Lot Tentative Map is not based on a detailed survey of the property in the map and is not recorded at the County Recorder’s Office to create legal lots.

“Small Lot Tentative Map Parcel” means, in any Fiscal Year, all Parcels included in a Small Lot Tentative Map that was approved before May 1 of the prior Fiscal Year and which have not yet become a Final Use Small Lot Parcel or a Developed Parcel.

“Special Tax(es)” mean(s) any tax levy under the Act in the CFD.

“Subdivision” or **“Subdivided”** means division of a Parcel into two or more Parcels through Parcel reconfiguration, lot-line adjustments, or the Subdivision Map Act process. A Subdivision also may include the merging of two or more Parcels to create new Parcels.

“Successor Parcel” means a Parcel created by the Subdivision of an Original Parcel or a Successor Parcel.

"Tax Category" means the categories of taxable land uses shown in **Attachments 1 and 2**.

"Tax Collection Schedule" means the document prepared by the Administrator for the County Auditor-Controller to use in levying and collecting the Special Taxes each Fiscal Year.

"Tax Escalation Factor" means a factor not to exceed 4 percent, determined by the Administrator in any Fiscal Year following the Base Year by which the Maximum Annual Special Tax for the previous Fiscal Year will be increased to provide sufficient services for the current Fiscal Year.

"Tax Zone A" is the initial Tax Zone in the CFD for the Maximum Annual Special Tax.

"Tax Zone(s)" mean(s) geographically designated areas in the CFD which may have different Maximum Annual Special Tax Rates.

"Taxable Acreage" means that area of a Parcel determined by the Administrator to become a Taxable Parcel or Parcels upon further Subdivision. An example might be that a Large Lot Parcel Map creates a Remainder Parcel that, according to **Attachment 1**, contains both taxable and tax-exempt uses, such as a park site.

"Taxable Parcel" means any Parcel that is not a Tax-Exempt Parcel.

"Tax-Exempt Parcel" means a Parcel not subject to the Special Tax. Tax-Exempt Parcels include (a) Public Parcels, (b) Parcels owned by the City, school districts, special districts, or the state or federal government, and (c) Very-Low Affordable Housing. If a Taxable Parcel is acquired by a public agency, the Parcel shall remain a Taxable Parcel based on the provisions of **Section 4.g**.

Certain privately owned Parcels also may be exempt from the levy of Annual Special Taxes, including common areas owned by homeowners' associations or property owner associations, wetlands, detention basins, water quality ponds, and open space, as determined by the Administrator.

"Undeveloped Parcel" means a Taxable Parcel that is not a Developed Parcel, Final Use Small Lot Parcel, Small Lot Tentative Map Parcel, or a Large Lot Parcel.

"Unit" means, for a Single-Family Parcel, the individual residential Unit on such Parcel or, for a Multifamily For-Rent Parcel or Multifamily For-Sale Parcel, an individual residential Unit in a multifamily building.

"Very-Low Income Affordable Housing" means homes developed to house residents whose incomes do not exceed 50 percent of the median income for the area, as defined by the United States Department of Housing and Urban Development (HUD). Parcels with such homes are Tax-Exempt Parcels under this CFD.

3. Duration of the Special Tax

Parcels in the CFD will remain subject to the Special Tax in perpetuity.

If the Special Tax ceases to be levied, the City will direct the County Recorder to record a Notice of Cessation of Special Tax. Such notice will state that the obligation to pay the Special Tax has ceased and the lien imposed by the Notice of Special Tax Lien is extinguished. The Notice of

Cessation of Special Tax, in addition, will identify the book and page of the Book of Maps of Assessment and Community Facilities Districts where the map of the boundaries of the CFD is recorded.

4. Administrative Tasks

Tasks required of the Administrator are discussed below:

- a. Annual Special Tax Escalation. The Administrator shall increase the Maximum Annual Special Tax by the Tax Escalation Factor in each Fiscal Year following the Base Year.
- b. Assignment of the Maximum Annual Special Tax to Original Parcels. **Attachment 1** identifies the Assigned Maximum Annual Special Tax and Tax Zone for each Original Parcel at CFD formation, which is determined for each Large Lot Parcel based on the Expected Land Uses in each Large Lot Parcel at CFD Formation. The Assigned Maximum Annual Special Tax shall continue to apply to the geographic area to which it was assigned. If, before further Subdivision, the Administrator determines there are multiple Assessor's Parcels in a Large Lot Parcel, the Administrator shall assign the Maximum Annual Special Tax to each Assessor's Parcel on a pro rata basis to all Assessor's Parcels in that Large Lot Parcel based on the percentage share of Taxable Acreage identified for each Assessor's Parcel. Similarly, if the Administrator determines there are multiple Large Lot Parcels in an Assessor's Parcel, the Maximum Annual Special Tax shall equal the sum of the Assigned Maximum Annual Special Tax for all Large Lot Parcels in that Assessor's Parcel.
- c. Assignment of the Maximum Annual Special Tax to Annexation Parcels. If Parcels are annexed into the CFD after formation, the Maximum Annual Special Tax shall be assigned to these Annexation Parcels using the definitions in **Section 2** and the Maximum Annual Special Tax per Unit or Acre shown in **Attachment 2** for the assigned Tax Zone, as adjusted by the Tax Escalation Factor applied by the Administrator, unless the Annexation Parcels are annexed with a new set of Maximum Annual Special Taxes under a new Tax Zone. **Attachment 1** shall be amended, or a new attachment created, to include the Annexation Parcels and, if necessary, the applicable Special Taxes by Tax Zone. If new Maximum Annual Special Taxes are created, **Attachments 1** and **2** should be amended to reflect the Maximum Annual Special Taxes and Tax Zone(s) for the Annexation Parcels. Once annexed, these annexed Parcels shall be considered Original and Successor Parcels and will be subject to the same procedures for assigning the Maximum Annual Special Tax to Successor Parcels described in **Section 4.d**. The owner of the Annexation Parcels shall be responsible for paying all costs associated with annexing the Annexation Parcels to the CFD, but otherwise shall not be required to pay any other charge or fee in connection with or as a condition of such annexation unless otherwise agreed to by the owner of the Annexation Parcel in connection with the annexation.
- d. Assignment of the Maximum Annual Special Tax to Successor Parcels. As Original Parcels and Successor Parcels are created through recordation of Final Small Lot Subdivision Maps, lot line adjustments or other Parcel amendments through the Subdivision Map Act process, the Administrator shall use the following steps to assign the Maximum Annual Special Tax to new Successor Parcels. As necessary, the assignment of the Maximum Annual Special Tax to Successor Parcels should use the Maximum Annual Special Tax Rates for the Tax Zone within which the Original Parcel and Successor Parcel resides. As a result of each assignment of the

Maximum Annual Special Tax upon Subdivision of an Original Parcel or Successor Parcel, the sum of the Maximum Annual Special Taxes assigned to the newly created Taxable Parcels shall never be less, but may be greater, than the Assigned Maximum Annual Special Tax for that Original Parcel or Successor Parcel.

1. If an Original Parcel or Successor Parcel is Fully Subdivided into Single-Family Parcels with No Remainder Parcel(s). There shall be no net loss of Maximum CFD Special Tax Revenue as a result of the assignment of the Maximum Annual Special Tax to Single-Family Parcels. The Administrator shall use the following procedures to assign the Maximum Annual Special Tax to Single-Family Parcels. All references to Maximum Annual Special Taxes in the attachments are subject to application of the Tax Escalation Factor by the Administrator:
 - A. Multiply the Maximum Annual Special Tax per Unit by Tax Category from **Attachment 2** by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Special Taxes for all Single-Family Parcels created by the Subdivision.
 - B. If the sum of Maximum Annual Special Taxes calculated in Step 4.d.1.A above is equal to or greater than the Assigned Maximum Annual Special Tax for the Original or Successor Parcel that was Subdivided, assign the Maximum Annual Special Tax per Unit by Tax Category as calculated in Step 4.1.d.A above to each Single-Family Parcel created by the Subdivision.
 - C. If the sum of Maximum Annual Special Taxes calculated in Step 4.d.1.A above is less than the Assigned Maximum Annual Special Tax for the Original or Successor Parcel that was Subdivided, unless 100 percent of the Units are designated Affordable Units, (i) assign the Maximum Annual Special Tax for Affordable Units shown in **Attachment 2** to each Affordable Unit (if any) and, (ii) Proportionately increase the Maximum Annual Special Tax per Unit for all Units that are not Affordable Units until the sum of resulting Maximum Annual Special Taxes from all Units (including Affordable Units) equals the Assigned Maximum Annual Special Tax for the Original or Successor Parcel that was Subdivided. Assign the Maximum Annual Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
 - D. If the sum of Maximum Annual Special Taxes calculated in Step 4.d.1.A above is less than the Assigned Maximum Annual Special Tax for the Original or Successor Parcel that was Subdivided **and** if 100 percent of the Single-Family Parcels created by Subdivision are designated as Affordable Units, increase Proportionately the Maximum Annual Special Tax per Unit for each Affordable Unit until the sum of Maximum Annual Special Taxes from all Affordable Units on the new Single-Family Parcels created by the Subdivision equal the Assigned Maximum Annual Special Tax for the Original or Successor Parcel that was Subdivided. Assign the Maximum Annual Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
2. If Original or Successor Parcel Is Subdivided into Single-Family Parcels and One or More Remainder Parcels. When an Original or Successor Parcel is Subdivided into Single-Family Parcels and one or more Large Lot Parcels (or Remainder Parcels), the Maximum

Annual Special Tax is assigned to the Single-Family Parcels and Large Lot Parcels created by the Subdivision in the following manner:

- A. Apportion the Assigned Maximum Annual Special Tax to the area(s) that is/are being Subdivided into Single-Family Parcels and to the area(s) that will be Remainder Parcel(s) on a pro rata basis, based on the percentage share of Taxable Acreage represented by each such area as compared to the total area of the Original or Successor Parcel.
- B. For each area Subdivided into Single-Family Parcels, multiply the Maximum Annual Special Tax per Unit by Tax Category from **Attachment 2** by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Special Taxes for all Single-Family Parcels created by the Subdivision.
- C. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Special Taxes calculated in Step 4.d.2.B above is equal to or greater than the Assigned Maximum Annual Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, assign the Maximum Annual Special Tax per Unit by Tax Category as calculated in Step 4.d.2.B above to each Single-Family Parcel created by the Subdivision.
- D. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Special Taxes calculated in Step 4.d.2.B above is less than the Assigned Maximum Annual Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, unless 100 percent of the Units are designated Affordable Units, (i) assign the Maximum Annual Special Tax for Affordable Units shown in **Attachment 2** to each Affordable Unit (if any) and, (ii) Proportionately increase the Maximum Annual Special Tax per Unit for all Units that are not Affordable Units until the sum of resulting Maximum Annual Special Taxes from all Units (including Affordable Units) equals the Assigned Maximum Annual Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels. Assign the Maximum Annual Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
- E. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Special Taxes calculated in Step 4.d.2.B above is less than the Assigned Maximum Annual Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels **and** if 100 percent of the Single-Family Parcels created by Subdivision are designated as Affordable Units, increase Proportionately the Maximum Annual Special Tax per Unit for each Affordable Unit until the sum of Maximum Annual Special Taxes from all Affordable Units on the new Single-Family Parcels created by the Subdivision equal the Assigned Maximum Annual Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels. Assign the Maximum Annual Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
- F. For the Remainder Parcel or Parcels, identify the Maximum Annual Special Tax for the entire Original or Successor Parcel that has been Subdivided. Sum the Maximum Annual Special Tax for all Single-Family Parcels created by the Subdivision, including

Single-Family Parcels with Affordable Units. Subtract the sum of the Maximum Annual Special Tax for all Single-Family Parcels from the Assigned Maximum Annual Special Tax for the Original or Successor Parcel being subdivided and compare it to the Maximum Annual Special Tax assigned to the Remainder Parcel or Parcels in Step 4.d.2.A. Assign to each Remainder Parcel, the lesser of the calculations in this step or in Step 4.d.2.A, but in no event less than the difference between the previously Assigned Maximum Annual Special Tax for the Original Parcel or Successor Parcel being Subdivided and the total of the Maximum Annual Special Tax for all Single-Family Parcels created by such Subdivision.

Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of **Sections 4** through **6**.

3. If an Original or Successor Parcel is Subdivided creating multiple land uses and Tax Categories or for any rezones of land uses on Original or Successor Parcels:
 - A. Identify the Assigned Maximum Annual Special Tax for the Original Parcel or Successor Parcel that is being Subdivided or rezoned.
 - B. For each Taxable Parcel subject to rezone or created by Subdivision multiply the Maximum Annual Special Tax per Unit or per Acre by the number of Units or by the number of Acres by the appropriate Tax Zone and Tax Category. For each Taxable Parcel created by Subdivision that includes Affordable Units, multiply the number of Affordable Units by the Tax per Unit for such Affordable Units.
 - C. Sum the Maximum Annual Special Tax for each Taxable Parcel and compare it to the Assigned Maximum Annual Special Tax of the Original or Successor Parcel that is subject to rezone or is being Subdivided. If the sum of Maximum Annual Special Tax for each Taxable Parcel is greater than the Assigned Maximum Annual Special Tax for the Original Parcel, the Administrator shall apply the Maximum Annual Special Tax calculated above for each Taxable Parcel.
 - D. If the Assigned Maximum Annual Special Tax for the Original Parcel or Successor Parcel subject to rezone or that is being Subdivided is greater than the sum of Maximum Annual Special Tax for each Taxable Parcel being created, increase Proportionately the Maximum Annual Special Tax per Unit or per Acre (excluding the Maximum Annual Special Tax for Affordable Units consistent with **Section 4.d.1.B**) on each Taxable Parcel such that the sum of Maximum Annual Special Tax for all Taxable Parcels equals the Maximum Annual Special Tax for the Original Parcel.
- e. Affordable Units that Become Market-Rate Units. If, in any Fiscal Year, the City Manager, or his or her designee, determines that a Unit that previously had been designated as an Affordable Unit no longer qualifies as such, the Affordable Housing Director shall update the Affordable Unit listing by denoting the change in status of the Unit, together with the effective date thereof. For all Affordable Units that are converted to Market-Rate Units, such Units shall be assigned the Maximum Annual Special Tax per Unit based on their Tax Category as shown in **Attachment 1**, as adjusted by the Tax Escalation Factor.

- f. Transfer of the Assigned Maximum Annual Special Tax from One Large Lot Parcel to Another. The Maximum Annual Special Taxes shown in **Attachment 1** were determined based on the Expected Land Uses for each Large Lot Parcel shown in **Attachment 1**. If the number of planned residential Units or Nonresidential Acreage is transferred from one Large Lot Parcel to another before recording of a Final Small Lot Subdivision Map in any portion of the Large Lot Parcel, the City may, in its sole discretion, allow for a transfer of the Maximum Annual Special Tax from one Large Lot Parcel to another. Such a transfer shall be allowed only if (1) all adjustments are agreed to in writing by the affected property owners and the Finance Director, and (2) there is no reduction in the Maximum Annual CFD Special Tax Revenues as a result of the transfer. Should a transfer result in an amendment to **Attachment 1** of the Notice of Special Tax Lien, the requesting property owner shall bear the costs to affect the transfer in the CFD records and prepare the required amendments to the Notice of Special Tax Lien and **Attachment 1**. Before the transfer, the City may require a deposit from the requesting property owner for such costs.
- g. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel is not needed for public use and is transferred to a private owner, it shall become subject to the Special Tax. The Maximum Annual Special Tax for the newly assigned Tax Category for such a Parcel is determined using the provisions of **Sections 4 and 5**.
- h. Taxable Parcels Acquired by a Public Agency A Taxable Parcel acquired by a public agency shall be reclassified as a Tax-Exempt Parcel and is no longer subject to the Special Tax levy.

5. Assignment of the Maximum Annual Special Tax

- a. Classification of Parcels. For purposes of the next Fiscal Year tax levy, by June 30 of each Fiscal Year, using the Definitions in **Section 2**, the Parcel records of the Assessor's secured tax roll as of January 1, and other City development approval records, the Administrator shall cause:
 - 1. Each Parcel to be classified as a Taxable Parcel or Tax-Exempt Parcel.
 - 2. Each Parcel to be classified as a Developed Parcel, a Final Use Small Lot Parcel, a Small Lot Tentative Map Parcel, a Large Lot Parcel (including Remainder Parcels), or an Undeveloped Parcel.
- b. Identification of Tax Zones: Identify the Tax Zone within which each Taxable Parcel is located.
- c. Assignment of the Maximum Annual Special Tax to Taxable Parcels. The Maximum Annual Special Tax will be assigned to each Taxable Parcel by Tax Zone each Fiscal Year using the procedures (not all steps may be applicable for each such Parcel) in **Section 4**.

6. Calculating Annual Special Taxes

The Administrator will compute the Annual Costs and determine the annual Special Tax levy for each Taxable Parcel based on the assignment of the Special Tax in **Sections 4 and 5**. All calculations and steps described in this section shall be done for all areas within the CFD regardless of how many Tax Zones may exist. The Administrator then will determine the tax levy for each Taxable Parcel using the following process:

- a. Compute the Annual Costs using the definition of Annual Costs in **Section 2**.
- b. For all Taxable Parcels, calculate the Special Tax levy for each using the following steps:
 - Step 1: Compute 100 percent of the Maximum Annual Special Tax Revenue for all Developed Parcels.
 - Step 2: Compare the Annual Costs with the amount calculated in the previous step.
 - Step 3: If the Annual Costs are lower than the amount calculated in Step 1, decrease Proportionately the Maximum Annual Special Tax levy for each Developed Parcel until the revenue from the Special Tax levy equals the Annual Costs.
 - Step 4: If the Annual Costs are greater than the amount calculated in Step 1, increase Proportionately the Maximum Annual Special Tax levy for each Final Use Small Lot Parcel until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Final Use Small Lot Parcels, if needed to fund Annual Costs.
 - Step 5: If the Annual Costs are greater than the amount calculated in Step 1 and Step 4, increase Proportionately the Maximum Annual Special Tax levy for each Small Lot Tentative Map Parcel until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Small Lot Tentative Map Parcels, if needed to fund Annual Costs.
 - Step 6: If the Annual Costs are greater than the amount calculated in Step 1, Step 4, and Step 5, increase Proportionately the Maximum Annual Special Tax levy for each Large Lot Parcel until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Large Lot Parcels, if needed to fund Annual Costs.
 - Step 7: If the Annual Costs are greater than the amount calculated in Step 1, Step 4, Step 5, and Step 6, increase Proportionately the Maximum Annual Special Tax levy for each Undeveloped Parcel until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Undeveloped Parcels, if needed to fund Annual Costs.
- c. Levy on each Taxable Parcel the amount calculated above.
- d. Prepare the Tax Collection Schedule and, unless an alternative method of collection has been selected pursuant to **Section 8**, send it to the County Auditor requesting that it be placed on the general, secured property tax roll for the Fiscal Year. The Tax Collection Schedule will not be sent later than the date required by the County Auditor for such inclusion.

The Administrator will make every effort to calculate the Special Tax correctly for each Parcel. It will be the burden of the taxpayer to correct any errors in determining which Parcels are subject to the tax and their Special Tax assignments.

7. Interpretation, Application, and Appeal of Special Tax Formula and Procedures

Any taxpayer who feels the amount of the Special Tax assigned to a Parcel is in error may file a notice with the Finance Director appealing the levy of the Special Tax. The Finance Director then will promptly review the appeal and, if necessary, will meet with the applicant. If the Finance Director verifies that the tax should be modified or changed, the Special Tax levy will be corrected and, if applicable in any case, a credit or refund will be granted.

Interpretations may be made by the City, without Resolution or Ordinance of the Council, for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to the CFD.

Without Council approval, the Finance Director may make minor, non-substantive administrative and technical changes to the provisions of this RMA that do not materially affect the rate, method of apportionment, or manner of collection of the Special Tax for purposes of administrative efficiency or convenience or to comply with new applicable federal, state, or local law.

The City, upon request of an owner of land in the CFD that is not a Developed Parcel, also may amend this RMA in any manner acceptable to the City, without Resolution or Ordinance of the Council, upon the affirmative vote of such owner and without the vote of owners of any other land in the CFD, provided such amendment only affects such owner's land and does not reduce the total Maximum Annual Special Tax Revenue for the CFD.

8. Manner of Collection

The Special Tax will be collected in the same manner and at the same time as ad valorem property taxes, provided, however, the Administrator or its designee may directly bill the Special Tax and may collect the Special Tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary, to meet the City's financial obligations.

Attachment 1
Sierra Vista CFD No. 2 (Maintenance Services)
Large Lot Maximum Annual Special Tax in the Base Year - Tax Zone A

Large Lot Parcel	Assessor's Parcel Number	Tax Category	Acres	Units	Maximum Annual Special Tax per Unit [1]	Maximum Annual Special Tax per Acre [1]	Maximum Annual Special Tax [1]
Tax Zone A							
JM-1	498-010-026	LDR	17.00	84	\$326.03	-	\$27,387
JM-2	498-010-039 & 037	LDR	30.57	187	\$326.03	-	\$60,968
JM-3	498-010-040 & 041	LDR	30.68	127	\$326.03	-	\$41,406
JM-4	498-010-042 & 043	LDR	25.61	132	\$326.03	-	\$43,036
JM-20	498-010-032 & 033 & 035 & 036	MDR	39.65	319	\$326.03	-	\$104,004
JM-21	498-010-047	MDR	18.58	171	\$326.03	-	\$55,751
JM-30	498-010-024	HDR	7.51	159	\$228.60	-	\$36,347
JM-40	498-010-034	MU	5.65	40	\$228.60	\$1,181.65	\$13,173
JM-41A	498-010-023 (Portion)	BP	9.35	-	-	\$1,181.65	\$11,043
JM-41B	498-010-023 (Portion)	Tax-Exempt	4.13	-	-	-	-
JM-50A	498-010-030	Tax-Exempt	7.73	-	-	-	-
JM-50B	498-010-030	Tax-Exempt	0.00	-	-	-	-
JM-51	498-010-038	Tax-Exempt	2.60	-	-	-	-
JM-52	498-010-044	Tax-Exempt	1.50	-	-	-	-
JM-60	498-010-022	Tax-Exempt	0.30	-	-	-	-
JM-61	498-010-031	Tax-Exempt	11.83	-	-	-	-
JM-70	498-010-035 (Portion)	Tax-Exempt	0.32	-	-	-	-
JM-71	498-010-026 (Portion)	Tax-Exempt	0.88	-	-	-	-
JM-72	498-010-036 (Portion)	Tax-Exempt	0.32	-	-	-	-
JM-73A	498-010-042 (Portion)	Tax-Exempt	0.60	-	-	-	-
JM-73B	498-010-042 (Portion)	Tax-Exempt	0.90	-	-	-	-
JM-80	498-010-027	Tax-Exempt	0.51	-	-	-	-
JM-81	498-010-029	Tax-Exempt	6.18	-	-	-	-
JM-82	498-010-028	Tax-Exempt	2.40	-	-	-	-
JM-83	498-010-025	Tax-Exempt	6.09	-	-	-	-
JM-84	498-010-045	Tax-Exempt	9.99	-	-	-	-
JM-85	498-010-046	Tax-Exempt	14.77	-	-	-	-
ROW		Tax-Exempt	27.31	-	-	-	-
Tax Zone A Totals			282.95	1,219			\$393,114

att 1

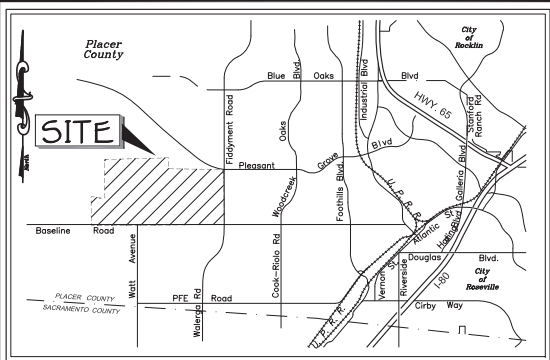
[1] The Maximum Annual Special Tax increases by the Tax Escalator as defined in **Section 2** of this RMA.

Attachment 2
Sierra Vista CFD No. 2 (Maintenance Services)
Maximum Annual Special Taxes by Tax Category
for the Base Year 2018-19 - Tax Zone A

Expected Land Uses (Tax Category)	Maximum Annual Special Tax per Unit/Acre [1]
Residential Uses	<i>per Unit</i>
Low Density Residential (LDR)	\$326.03
Medium Density Residential (MDR)	\$326.03
High Density Residential (HDR)	\$228.60
Mixed Use Residential (MU)	\$228.60
Affordable Medium Density Residential	\$163.02
Affordable High Density Residential	\$114.30
Nonresidential Uses	<i>per Acre</i>
Mixed Use (MU)	\$1,182
Business Professional (BP)	\$1,182
Community Commercial (CC)	\$1,182
Undeveloped Property	\$2,052

att 2

[1] This amount may be increased by the Tax Escalation Factor in each fiscal year following the Base Year as defined in **Section 2** of this RMA.



VICINITY MAP

#	APN
1	498-010-023
2	498-010-024
3	498-010-025
4	498-010-026
5	498-010-027
6	498-010-028
7	498-010-029
8	498-010-022
9	498-010-030
10	498-010-031
11	498-010-032
12	498-010-033
13	498-010-034
14	498-010-035
15	498-010-036
16	498-010-037
17	498-010-038
18	498-010-039
19	498-010-040
20	498-010-041
21	498-010-042
22	498-010-043
23	498-010-044
24	498-010-045
25	498-010-046
26	498-010-047



PROPOSED BOUNDARY OF
**SIERRA VISTA COMMUNITY
FACILITIES DISTRICT NO. 2**

(PUBLIC SERVICES)
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
SCALE: 1" = 800'
SHEET 1 OF 1

LEGEND:

- PROPOSED CFD BOUNDARY
- AREAS OF FUTURE ANNEXATION

CITY CLERK'S STATEMENT:

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROSEVILLE, COUNTY OF PLACER,
STATE OF CALIFORNIA THIS _____ DAY OF _____, 2018.

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF THE
SIERRA VISTA COMMUNITY FACILITIES DISTRICT NO. 2 (PUBLIC SERVICES), CITY OF
ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA WAS APPROVED BY THE CITY
COUNCIL OF THE CITY OF ROSEVILLE, AT A REGULAR MEETING THEREOF HELD ON THE ____
DAY OF _____, 2018, BY ITS RESOLUTION NUMBER, _____.

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 2018, AT THE HOUR OF _____ O'CLOCK, __M.,
IN BOOK _____ OF MAPS OF COMMUNITY FACILITIES DISTRICT, AT PAGE _____
IN THE OFFICE OF THE RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA.

DOC NO. _____ RYAN RONCO
PLACER COUNTY RECORDER
FEE: _____ BY: _____
DEPUTY

MAP PREPARED BY: _____ NOVEMBER, 2018

BW BAKER-WILLIAMS ENGINEERING GROUP
Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services
5020 Rutland Drive, Suite 19 ~ Carmichael, CA 95608
(916) 331-4338 ~ fax: (916) 331-4430 ~ office@bwengineers.com

A-16



EXHIBIT B:

List of Authorized Services

EXHIBIT B

Sierra Vista Community Facilities District No. 2 (Public Services) City of Roseville Placer County, California

The authorized services to be funded from the levy and collection of annual special taxes shall consist of those items set forth below, in addition to the costs associated with collecting and administering the special taxes and annual administering the CFD. The authorized services to be funded for the Sierra Vista Specific Plan Community Facilities District (CFD) No. 2 (Public Services) include these:

1. Open Space improvement, operations and management, monitoring, maintenance (including, but not limited to, general maintenance, signage, benches, striping, City owned fence maintenance, trash and debris collection, and bike trails and their appurtenances [drainage culverts or pipes from adjacent subdivisions] within open space), creation and maintenance of fire breaks, Permits, Vandalism/Graffiti, Flood Conveyance (Vegetation/tree removals), Beaver dam removals, Outfall/drainage swale maintenance, Erosion control/bank stabilization, Native planting/replanting, Pre and post emergent, environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the Environmental Impact Report, maintenance activities as required by the 404 permit and Open Space Overarching Maintenance & Management Plan and repair and replacement of facilities within open space areas in the Project Area.
2. The maintenance of on-site landscape corridors and paseos designed to serve the Project Area, including, but not limited to, general maintenance, masonry walls, accent lighting, water and utility costs.
3. The maintenance of medians, entries, and entry monumentation.
4. The performance of leaf pick-up and street sweeping along the following roads:
 - Fiddymment Road (west side only)
 - Baseline Road (north and south)
 - Market Street
 - Santucci Boulevard
 - Vista Grande Boulevard
 - Westbrook Boulevard
 - Federico Drive
 - Upland Drive

- Pleasant Grove Boulevard (south)
5. Neighborhood Park maintenance, and repair and replacement.
 6. Storm water management, water quality structural controls, including, but not limited to, drainage swales constructed between storm drain facilities and receiving waters, and maintenance of flood control facilities including, but not limited to, detention basins and created wetlands.
 7. Bus Transfer Station, bus shelters, bus stops and any park and ride lots as well as bus signs.
 8. Miscellaneous costs related to any of the items described above, including but not limited to planning, engineering, GIS, legal, and city and county administration costs.
 9. The levy of special taxes to accumulate sinking funds for anticipated future repairs or replacement costs of landscape corridors, irrigation facilities, medians, entries and entry monumentation, lighting, neighborhood parks, storm water management and other facilities maintained by the CFD as determined by the Administrator.

**RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:**

City Clerk Department
City of Roseville
311 Vernon Street, Suite 208
Roseville, California 95678
Telephone: (916) 774-5263

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF SPECIAL TAX LIEN

**CITY OF ROSEVILLE
Sierra Vista Community Facilities CFD No. 2
(Public Services)**

Pursuant to the requirements of Section 3114.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"), the undersigned City Clerk of the City of Roseville, County of Placer, State of California, hereby gives notice that a lien to secure payment of a special tax levied is hereby imposed by the City Council of the City of Roseville, County of Placer. The special tax secured by this lien is authorized to be levied for the purpose of providing all or a portion of the public services described on Exhibit B attached hereto and hereby made a part hereof.

The special tax is authorized to be levied within "City of Roseville Sierra Vista Community Facilities District No. 2 (Public Services)" (the "CFD") which has now been officially formed and the lien of the special tax is a continuing lien which shall secure each annual levy of the special tax and which shall continue in force and effect until the special tax obligation is prepaid, permanently satisfied, and canceled in accordance with law or until the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with section 53330.5 of the Government Code.

The rate, method of apportionment, and manner of collection of the authorized special tax is as set forth in Exhibit A attached hereto and hereby made a part hereof. Conditions under which the obligation to pay the special tax may be prepaid and permanently satisfied and the lien of the special tax canceled are: None.

Notice is further given that upon the recording of this notice in the office of the County Recorder of the County of Placer, the obligation to pay the special tax levy shall become a lien upon all nonexempt real property within the CFD in accordance with Section 3115.5 of the Streets and Highways Code of California.

The name(s) of the owner(s) and the assessor's tax parcel numbers of the real property included within the area of the CFD and not exempt from the special tax are as set forth in Exhibit C attached hereto and hereby made a part hereof.

Reference is made to the boundary map of the CFD recorded on November 20, 2018 in Book 3 at Page 83 of Maps of Assessment and Community Facilities Districts as Document No. 2018-0084659, in the office of the County Recorder for the County of Placer, State of California, which map is now the final boundary map of the CFD.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the Finance Director, City of Roseville, 311 Vernon Street, Roseville, CA 95678.

Dated: _____, 2018

City Clerk of the City of Roseville

EXHIBIT A - RATE AND METHOD OF APPORTIONMENT
EXHIBIT B - DESCRIPTION OF SERVICES
EXHIBIT C - PROPERTY OWNERS AND PARCEL NUMBERS

EXHIBIT A

City of Roseville
Sierra Vista Community Facilities District No. 2
(Public Services)
Placer County, California

RATE, METHOD OF APPORTIONMENT, AND MANNER OF COLLECTION OF SPECIAL TAX

1. Basis of Special Tax Levy

A Special Tax authorized under the Mello-Roos Community Facilities Act of 1982 (Act) applicable to the land in Sierra Vista Community Facilities District No. 2 (Public Services) (CFD) of the City of Roseville (City) shall be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate, as described below.

2. Definitions

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map or, if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map or other Development Plan.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 and following of the California Government Code.

"Administrative Expenses" mean the actual or estimated costs incurred by the City to form the CFD and to determine, levy, and collect the Special Taxes, including compensation of City employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the costs of collecting installments of the Special Taxes on the general tax rolls, preparation of required reports, the cost of GIS mapping services, and any other costs required to administer the CFD as determined by the City.

"Administrator" means a City official in the Finance Department or their designee responsible for determining the levy and collection of the Special Taxes.

"Affordable Housing Director" means, at any point in time, the person in the City who serves as head of the department that oversees the City's affordable housing program.

"Affordable Unit" means a Unit built on a Residential Use Parcel for which an Affordable Unit agreement has been entered into for the property designating the Unit as affordable. A Multifamily Parcel may have only a portion of the Units assigned as Affordable Units. The City Manager, or their designee, shall determine which Units are designated as Affordable Units and maintain an Affordable Unit listing, which shall contain all designated buildable parcels by tract and lot number and, in the case of Large Lot Parcels remaining before May 1 of the preceding

Fiscal Year, the number of designated Affordable Units for each such Large Lot Parcel; all entries shall indicate the effective date of designation. The Affordable Unit listing also shall be updated to reflect those Units no longer qualifying as Affordable Units, also known as Market-Rate Units. The Affordable Unit listing, which shall contain all qualifying Affordable Units as of April 30, shall be made available to the Administrator by July 1 of each year for purposes of determining the Maximum Annual Special Tax for Parcels pursuant to **Section 4**.

"Annexation Parcels" mean a Parcel or Parcels annexed into the CFD after formation. The Maximum Annual Special Tax will be assigned to such Parcels using the provisions of **Section 4.c** of this Rate, Method of Apportionment, and Manner of Collection of Special Tax (RMA). Annexation Parcels may be assigned a different Maximum Annual Special Tax Rate or Maximum Annual Special Tax per Parcel using a methodology different from other Parcels in the CFD and may be placed in an area designated as a separate zone of the CFD, all of which shall be set forth in revised attachments hereto as needed, without further CFD proceedings.

"Annual Costs" mean, for any Fiscal Year, the total of the following items: (1) Authorized Services, (2) Administrative Expenses, and (3) any amounts needed to cure actual or estimated delinquencies in Special Taxes for the current or previous Fiscal Year.

"Assessor's Parcel" means a lot or Parcel with an assigned Assessor's Parcel Number in the maps used by the County Assessor in preparing the tax roll.

"Assessor's Parcel Map" means an official map of the County Assessor designating Parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means the Parcel and Parcel Number as assigned by the County Assessor on the equalized tax roll.

"Assigned Maximum Annual Special Tax" means the Maximum Annual Special Tax assigned to each Large Lot Parcel that is an Original Parcel based on the Expected Land Uses at CFD formation, as shown in **Attachment 1**. For any Annexation Parcels that do not have approved Large Lot Parcels, Expected Land Uses will be based on the approved Specific Plan land uses for each Assessor's Parcel that is annexed. In this instance, the Assigned Maximum Annual Special Tax will be assigned to Assessor Parcel Number(s) and added to **Attachment 1**.

"Authorized Services" mean those services listed in the resolution forming the CFD.

"Base Year" means the Fiscal Year beginning July 1, 2018, and ending June 30, 2019.

"Building Permit" means a permit issued by the City for construction of a Residential Use or Nonresidential Use structure.

"Business Professional" means a Parcel or Parcels zoned to provide for a wide variety of office uses and other uses related to and supporting office uses.

"CFD" means the Sierra Vista Community Facilities District No. 2 (Public Services) of the City of Roseville, Placer County, California.

"City" means the City of Roseville in Placer County, California.

"Council" means the City Council of the City acting for the CFD under the Act.

"Community Commercial" means a Parcel or Parcels zoned to serve the principal retail shopping needs of the entire community by providing areas for shopping centers and other retail and service uses.

"County" means the County of Placer, California.

"Developed Parcel" means, in any Fiscal Year, any Taxable Parcel for which a Building Permit was issued before May 1 of the preceding Fiscal Year for Residential Uses on Single-Family Parcels or Multifamily Parcels or for Nonresidential Uses on Nonresidential Use Parcels.

"Development Plan" means a condominium plan, apartment plan, site plan, or other development plan that identifies such information as the type of structure, Acreage, square footage, or number of Units that are approved to be developed on a Single-Family Parcel, Multifamily Parcel, and Nonresidential Parcel.

"Expected Land Use(s)" mean(s) the total number of Units or Acres of each land use type by Tax Category expected in each Large Lot Parcel and Original Parcel at CFD formation as identified in **Attachment 1** of this RMA. Future Annexation Parcels may not have approved Large Lot Parcels with an assigned total number of Units. Such Annexation Parcels will be assigned an Assigned Maximum Annual Special tax per Unit or per Acre and added to **Attachment 1**.

"Final Use Small Lot Parcel" means a Parcel designated for development as a single-family residence, which is part of a Final Small Lot Subdivision Map.

"Final Small Lot Subdivision Map" means a recorded map designating the final Parcel subdivision for individual Single-Family Parcels.

"Finance Director" means the Finance Director for the City, or their designee.

"Fiscal Year" means the period starting July 1 and ending the following June 30.

"High-Density Residential" means, based on the Sierra Vista Specific Plan, a land use designation that primarily accommodates attached housing but, depending on the Unit type, could also include detached housing, within the density range of 13.0 or greater dwelling units per gross developable acre. Typical housing product types include detached townhomes, courtyard townhomes/condominiums, garden-style apartments, and podium-design apartments/condominiums.

"Large Lot Parcel" means a Parcel created by a Large Lot Subdivision Map.

"Large Lot Subdivision Map" means a recorded subdivision map creating Parcels by land use. However, the Large Lot Subdivision Map does not delineate Single-Family Parcels. A Final Small Lot Subdivision Map will create individual Single-Family Parcels.

"Light Industrial Uses" mean Parcels zoned by the City as Light Industrial (Tech./Business Park).

"Low-Density Residential" means, based on the Sierra Vista Specific Plan, a land use designation that supports single-family detached homes on conventional lots within the density range of up to 6.9 dwelling units per gross developable acre. Typical housing product types include standard, alley-loaded, or clustered, single-family detached Units.

"Market-Rate Unit" means a Unit that is not an Affordable Unit.

"Maximum Annual Special Tax" means the greatest amount of Special Tax that can be levied against a Parcel in a given Fiscal Year, as shown in **Attachments 1 and 2**.

"Maximum Annual Special Tax Rate" means the rate of Maximum Annual Special Tax charged per Unit or per Acre, as shown in **Attachments 1 and 2**.

"Maximum Annual Special Tax Revenue" means the greatest amount of revenue that can be collected in total from a group of Parcels (such as Developed Parcels) by levying the Maximum Annual Special Tax.

"Maximum Annual CFD Special Tax Revenue" means the sum of the Maximum Annual Special Tax levied on all Taxable Parcels in the CFD in a Fiscal Year.

"Medium-Density Residential" means, based on the Sierra Vista Specific Plan, a land use designation that accommodates both single-family detached homes and attached homes within the density range of 7.0 to 12.9 dwelling units per gross developable acre. Typical housing product types include standard or alley-loaded lots, courtyard lots, green court lots, auto courts, alley clusters, zero-lot lines, or z-shaped lots. In addition, duet/half-plex homes, townhomes, or condominiums may be accommodated in Medium-Density Residential areas.

"Mixed-Use Parcel" means a Parcel or Parcels designated for a combination of Residential Uses and Nonresidential Uses.

"Multifamily For-Rent" or **"Multifamily For-Rent Parcel"** means any Parcel designated or developed for more than one residential dwelling Unit per Parcel, and where such Units initially are offered for rent to the general public and cannot be purchased by individual homeowners. Such uses may consist of apartments or structures such as duplexes or triplexes, including land uses defined as High-Density Residential. Each residential dwelling Unit in Multifamily For-Rent or Multifamily For-Rent Parcels is not expected to have its own distinct Assessor's Parcel Number.

"Multifamily For-Sale" or **"Multifamily For-Sale Parcel"** means any Parcel designated or developed for more than one residential dwelling Unit in a single building or structure and that may share at least one common wall where such units are not initially offered for rent to the general public and initially may be offered for sale to individual homeowners. Such uses may consist of condominiums or buildings such as half-plexes or time-share units, including land uses defined as High-Density Residential. Multifamily For-Sale Parcels are anticipated to have their own distinct Assessor's Parcel Number as is the case in residential condominium projects. Once designated as Multifamily For-Sale or a Multifamily For-Sale Parcel, the Parcel shall remain so designated unless the original structures are demolished.

"Nonresidential Use" means a Taxable Parcel with land uses other than Residential Uses that may include Business Professional, Community Commercial, Light Industrial, and Mixed Use.

"Original Parcel" means a Taxable Parcel identified in **Attachment 1** (and shown in **Map 1**) at formation of the CFD. **Attachment 1** and **Map 1** shall be updated, or additional maps may be added with each new annexation into the CFD.

"Parcel" means any Assessor's Parcel in the CFD based on the equalized tax rolls of the County as of January 1 of each Fiscal Year.

"Proportionately" means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Developed Parcels. For Final Use Small Lot Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Final Use Small Lot Parcels. For Small Lot Tentative Map Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Small Lot Tentative Map Parcels. For Undeveloped Parcels, Proportionately means that the ratio of the actual Special Tax levy to the Maximum Annual Special Tax is equal for all Undeveloped Parcels.

"Public Parcel" means any Parcel that is or is intended to be publicly owned, as designated in any final map that is normally exempt from the levy of general ad valorem property taxes under California law, including public streets; schools; parks; and public drainageways, landscaping, wetlands, greenbelts, and open space.

"Remainder Parcel" means a portion of land that is created as a result of the recording of a Large Lot Parcel Map or Final Small Lot Subdivision Map, which results in a designated remainder as defined in Government Code Section 66424.6(a). Such a Remainder Parcel may contain taxable and tax-exempt uses, such as Residential Uses, and Public Parcels, such as park sites. Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of **Sections 4** through **6**.

"Residential Use" means a Parcel designated for residential use, such as single-family residential Units, residential condominiums, townhouses, or apartments that would be included in the definitions of Low-Density Residential, Medium-Density Residential or High-Density Residential.

"RMA" means this Rate, Method of Apportionment, and Manner of Collection of Special Tax.

"Single-Family Parcel" means, in any Fiscal Year, all Parcels in the CFD for which a building permit was issued or may be issued for construction of a Unit that is a single-family residential, residential condominium, or townhouse Unit.

"Small Lot Tentative Map" means a map that is approved by the City for the purpose of showing the design of a proposed Subdivision, including the individual buildable lots expected in the Subdivision, as well as the conditions pertaining thereto. A Small Lot Tentative Map is not based on a detailed survey of the property in the map and is not recorded at the County Recorder's Office to create legal lots.

"Small Lot Tentative Map Parcel" means, in any Fiscal Year, all Parcels included in a Small Lot Tentative Map that was approved before May 1 of the prior Fiscal Year and which have not yet become a Final Use Small Lot Parcel or a Developed Parcel.

"Special Tax(es)" mean(s) any tax levy under the Act in the CFD.

"Subdivision" or **"Subdivided"** means division of a Parcel into two or more Parcels through Parcel reconfiguration, lot-line adjustments, or the Subdivision Map Act process. A Subdivision also may include the merging of two or more Parcels to create new Parcels.

"Successor Parcel" means a Parcel created by the Subdivision of an Original Parcel or a Successor Parcel.

"Tax Category" means the categories of taxable land uses shown in **Attachments 1** and **2**.

"Tax Collection Schedule" means the document prepared by the Administrator for the County Auditor-Controller to use in levying and collecting the Special Taxes each Fiscal Year.

"Tax Escalation Factor" means a factor not to exceed 4 percent, determined by the Administrator in any Fiscal Year following the Base Year by which the Maximum Annual Special Tax for the previous Fiscal Year will be increased to provide sufficient services for the current Fiscal Year.

"Tax Zone A" is the initial Tax Zone in the CFD for the Maximum Annual Special Tax.

"Tax Zone(s)" mean(s) geographically designated areas in the CFD which may have different Maximum Annual Special Tax Rates.

"Taxable Acreage" means that area of a Parcel determined by the Administrator to become a Taxable Parcel or Parcels upon further Subdivision. An example might be that a Large Lot Parcel Map creates a Remainder Parcel that, according to **Attachment 1**, contains both taxable and tax-exempt uses, such as a park site.

"Taxable Parcel" means any Parcel that is not a Tax-Exempt Parcel.

"Tax-Exempt Parcel" means a Parcel not subject to the Special Tax. Tax-Exempt Parcels include (a) Public Parcels, (b) Parcels owned by the City, school districts, special districts, or the state or federal government, and (c) Very-Low Affordable Housing. If a Taxable Parcel is acquired by a public agency, the Parcel shall remain a Taxable Parcel based on the provisions of **Section 4.g**.

Certain privately owned Parcels also may be exempt from the levy of Annual Special Taxes, including common areas owned by homeowners' associations or property owner associations, wetlands, detention basins, water quality ponds, and open space, as determined by the Administrator.

"Undeveloped Parcel" means a Taxable Parcel that is not a Developed Parcel, Final Use Small Lot Parcel, Small Lot Tentative Map Parcel, or a Large Lot Parcel.

"Unit" means, for a Single-Family Parcel, the individual residential Unit on such Parcel or, for a Multifamily For-Rent Parcel or Multifamily For-Sale Parcel, an individual residential Unit in a multifamily building.

"Very-Low Income Affordable Housing" means homes developed to house residents whose incomes do not exceed 50 percent of the median income for the area, as defined by the United States Department of Housing and Urban Development (HUD). Parcels with such homes are Tax-Exempt Parcels under this CFD.

3. Duration of the Special Tax

Parcels in the CFD will remain subject to the Special Tax in perpetuity.

If the Special Tax ceases to be levied, the City will direct the County Recorder to record a Notice of Cessation of Special Tax. Such notice will state that the obligation to pay the Special Tax has ceased and the lien imposed by the Notice of Special Tax Lien is extinguished. The Notice of

Cessation of Special Tax, in addition, will identify the book and page of the Book of Maps of Assessment and Community Facilities Districts where the map of the boundaries of the CFD is recorded.

4. Administrative Tasks

Tasks required of the Administrator are discussed below:

- a. Annual Special Tax Escalation. The Administrator shall increase the Maximum Annual Special Tax by the Tax Escalation Factor in each Fiscal Year following the Base Year.
- b. Assignment of the Maximum Annual Special Tax to Original Parcels. **Attachment 1** identifies the Assigned Maximum Annual Special Tax and Tax Zone for each Original Parcel at CFD formation, which is determined for each Large Lot Parcel based on the Expected Land Uses in each Large Lot Parcel at CFD Formation. The Assigned Maximum Annual Special Tax shall continue to apply to the geographic area to which it was assigned. If, before further Subdivision, the Administrator determines there are multiple Assessor's Parcels in a Large Lot Parcel, the Administrator shall assign the Maximum Annual Special Tax to each Assessor's Parcel on a pro rata basis to all Assessor's Parcels in that Large Lot Parcel based on the percentage share of Taxable Acreage identified for each Assessor's Parcel. Similarly, if the Administrator determines there are multiple Large Lot Parcels in an Assessor's Parcel, the Maximum Annual Special Tax shall equal the sum of the Assigned Maximum Annual Special Tax for all Large Lot Parcels in that Assessor's Parcel.
- c. Assignment of the Maximum Annual Special Tax to Annexation Parcels. If Parcels are annexed into the CFD after formation, the Maximum Annual Special Tax shall be assigned to these Annexation Parcels using the definitions in **Section 2** and the Maximum Annual Special Tax per Unit or Acre shown in **Attachment 2** for the assigned Tax Zone, as adjusted by the Tax Escalation Factor applied by the Administrator, unless the Annexation Parcels are annexed with a new set of Maximum Annual Special Taxes under a new Tax Zone. **Attachment 1** shall be amended, or a new attachment created, to include the Annexation Parcels and, if necessary, the applicable Special Taxes by Tax Zone. If new Maximum Annual Special Taxes are created, **Attachments 1** and **2** should be amended to reflect the Maximum Annual Special Taxes and Tax Zone(s) for the Annexation Parcels. Once annexed, these annexed Parcels shall be considered Original and Successor Parcels and will be subject to the same procedures for assigning the Maximum Annual Special Tax to Successor Parcels described in **Section 4.d**. The owner of the Annexation Parcels shall be responsible for paying all costs associated with annexing the Annexation Parcels to the CFD, but otherwise shall not be required to pay any other charge or fee in connection with or as a condition of such annexation unless otherwise agreed to by the owner of the Annexation Parcel in connection with the annexation.
- d. Assignment of the Maximum Annual Special Tax to Successor Parcels. As Original Parcels and Successor Parcels are created through recordation of Final Small Lot Subdivision Maps, lot line adjustments or other Parcel amendments through the Subdivision Map Act process, the Administrator shall use the following steps to assign the Maximum Annual Special Tax to new Successor Parcels. As necessary, the assignment of the Maximum Annual Special Tax to Successor Parcels should use the Maximum Annual Special Tax Rates for the Tax Zone within which the Original Parcel and Successor Parcel resides. As a result of each assignment of the

Maximum Annual Special Tax upon Subdivision of an Original Parcel or Successor Parcel, the sum of the Maximum Annual Special Taxes assigned to the newly created Taxable Parcels shall never be less, but may be greater, than the Assigned Maximum Annual Special Tax for that Original Parcel or Successor Parcel.

1. If an Original Parcel or Successor Parcel is Fully Subdivided into Single-Family Parcels with No Remainder Parcel(s). There shall be no net loss of Maximum CFD Special Tax Revenue as a result of the assignment of the Maximum Annual Special Tax to Single-Family Parcels. The Administrator shall use the following procedures to assign the Maximum Annual Special Tax to Single-Family Parcels. All references to Maximum Annual Special Taxes in the attachments are subject to application of the Tax Escalation Factor by the Administrator:
 - A. Multiply the Maximum Annual Special Tax per Unit by Tax Category from **Attachment 2** by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Special Taxes for all Single-Family Parcels created by the Subdivision.
 - B. If the sum of Maximum Annual Special Taxes calculated in Step 4.d.1.A above is equal to or greater than the Assigned Maximum Annual Special Tax for the Original or Successor Parcel that was Subdivided, assign the Maximum Annual Special Tax per Unit by Tax Category as calculated in Step 4.1.d.A above to each Single-Family Parcel created by the Subdivision.
 - C. If the sum of Maximum Annual Special Taxes calculated in Step 4.d.1.A above is less than the Assigned Maximum Annual Special Tax for the Original or Successor Parcel that was Subdivided, unless 100 percent of the Units are designated Affordable Units, (i) assign the Maximum Annual Special Tax for Affordable Units shown in **Attachment 2** to each Affordable Unit (if any) and, (ii) Proportionately increase the Maximum Annual Special Tax per Unit for all Units that are not Affordable Units until the sum of resulting Maximum Annual Special Taxes from all Units (including Affordable Units) equals the Assigned Maximum Annual Special Tax for the Original or Successor Parcel that was Subdivided. Assign the Maximum Annual Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
 - D. If the sum of Maximum Annual Special Taxes calculated in Step 4.d.1.A above is less than the Assigned Maximum Annual Special Tax for the Original or Successor Parcel that was Subdivided **and** if 100 percent of the Single-Family Parcels created by Subdivision are designated as Affordable Units, increase Proportionately the Maximum Annual Special Tax per Unit for each Affordable Unit until the sum of Maximum Annual Special Taxes from all Affordable Units on the new Single-Family Parcels created by the Subdivision equal the Assigned Maximum Annual Special Tax for the Original or Successor Parcel that was Subdivided. Assign the Maximum Annual Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
2. If Original or Successor Parcel Is Subdivided into Single-Family Parcels and One or More Remainder Parcels. When an Original or Successor Parcel is Subdivided into Single-Family Parcels and one or more Large Lot Parcels (or Remainder Parcels), the Maximum

Annual Special Tax is assigned to the Single-Family Parcels and Large Lot Parcels created by the Subdivision in the following manner:

- A. Apportion the Assigned Maximum Annual Special Tax to the area(s) that is/are being Subdivided into Single-Family Parcels and to the area(s) that will be Remainder Parcel(s) on a pro rata basis, based on the percentage share of Taxable Acreage represented by each such area as compared to the total area of the Original or Successor Parcel.
- B. For each area Subdivided into Single-Family Parcels, multiply the Maximum Annual Special Tax per Unit by Tax Category from **Attachment 2** by the number of Units for each Single-Family Parcel created by the Subdivision. Sum the Maximum Annual Special Taxes for all Single-Family Parcels created by the Subdivision.
- C. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Special Taxes calculated in Step 4.d.2.B above is equal to or greater than the Assigned Maximum Annual Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, assign the Maximum Annual Special Tax per Unit by Tax Category as calculated in Step 4.d.2.B above to each Single-Family Parcel created by the Subdivision.
- D. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Special Taxes calculated in Step 4.d.2.B above is less than the Assigned Maximum Annual Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels, unless 100 percent of the Units are designated Affordable Units, (i) assign the Maximum Annual Special Tax for Affordable Units shown in **Attachment 2** to each Affordable Unit (if any) and, (ii) Proportionately increase the Maximum Annual Special Tax per Unit for all Units that are not Affordable Units until the sum of resulting Maximum Annual Special Taxes from all Units (including Affordable Units) equals the Assigned Maximum Annual Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels. Assign the Maximum Annual Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
- E. For each area Subdivided into Single-Family Parcels, if the sum of Maximum Annual Special Taxes calculated in Step 4.d.2.B above is less than the Assigned Maximum Annual Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels **and** if 100 percent of the Single-Family Parcels created by Subdivision are designated as Affordable Units, increase Proportionately the Maximum Annual Special Tax per Unit for each Affordable Unit until the sum of Maximum Annual Special Taxes from all Affordable Units on the new Single-Family Parcels created by the Subdivision equal the Assigned Maximum Annual Special Tax apportioned to that area of the Original or Successor Parcel that was Subdivided into Single-Family Parcels. Assign the Maximum Annual Special Tax calculated in this step to each new Single-Family Parcel created by the Subdivision.
- F. For the Remainder Parcel or Parcels, identify the Maximum Annual Special Tax for the entire Original or Successor Parcel that has been Subdivided. Sum the Maximum Annual Special Tax for all Single-Family Parcels created by the Subdivision, including

Single-Family Parcels with Affordable Units. Subtract the sum of the Maximum Annual Special Tax for all Single-Family Parcels from the Assigned Maximum Annual Special Tax for the Original or Successor Parcel being subdivided and compare it to the Maximum Annual Special Tax assigned to the Remainder Parcel or Parcels in Step 4.d.2.A. Assign to each Remainder Parcel, the lesser of the calculations in this step or in Step 4.d.2.A, but in no event less than the difference between the previously Assigned Maximum Annual Special Tax for the Original Parcel or Successor Parcel being Subdivided and the total of the Maximum Annual Special Tax for all Single-Family Parcels created by such Subdivision.

Once designated as a Remainder Parcel, such Parcel will be considered a Large Lot Parcel for the purposes of future Subdivisions and for the provisions of **Sections 4** through **6**.

3. If an Original or Successor Parcel is Subdivided creating multiple land uses and Tax Categories or for any rezones of land uses on Original or Successor Parcels:
 - A. Identify the Assigned Maximum Annual Special Tax for the Original Parcel or Successor Parcel that is being Subdivided or rezoned.
 - B. For each Taxable Parcel subject to rezone or created by Subdivision multiply the Maximum Annual Special Tax per Unit or per Acre by the number of Units or by the number of Acres by the appropriate Tax Zone and Tax Category. For each Taxable Parcel created by Subdivision that includes Affordable Units, multiply the number of Affordable Units by the Tax per Unit for such Affordable Units.
 - C. Sum the Maximum Annual Special Tax for each Taxable Parcel and compare it to the Assigned Maximum Annual Special Tax of the Original or Successor Parcel that is subject to rezone or is being Subdivided. If the sum of Maximum Annual Special Tax for each Taxable Parcel is greater than the Assigned Maximum Annual Special Tax for the Original Parcel, the Administrator shall apply the Maximum Annual Special Tax calculated above for each Taxable Parcel.
 - D. If the Assigned Maximum Annual Special Tax for the Original Parcel or Successor Parcel subject to rezone or that is being Subdivided is greater than the sum of Maximum Annual Special Tax for each Taxable Parcel being created, increase Proportionately the Maximum Annual Special Tax per Unit or per Acre (excluding the Maximum Annual Special Tax for Affordable Units consistent with **Section 4.d.1.B**) on each Taxable Parcel such that the sum of Maximum Annual Special Tax for all Taxable Parcels equals the Maximum Annual Special Tax for the Original Parcel.
- e. Affordable Units that Become Market-Rate Units. If, in any Fiscal Year, the City Manager, or his or her designee, determines that a Unit that previously had been designated as an Affordable Unit no longer qualifies as such, the Affordable Housing Director shall update the Affordable Unit listing by denoting the change in status of the Unit, together with the effective date thereof. For all Affordable Units that are converted to Market-Rate Units, such Units shall be assigned the Maximum Annual Special Tax per Unit based on their Tax Category as shown in **Attachment 1**, as adjusted by the Tax Escalation Factor.

- f. Transfer of the Assigned Maximum Annual Special Tax from One Large Lot Parcel to Another. The Maximum Annual Special Taxes shown in **Attachment 1** were determined based on the Expected Land Uses for each Large Lot Parcel shown in **Attachment 1**. If the number of planned residential Units or Nonresidential Acreage is transferred from one Large Lot Parcel to another before recording of a Final Small Lot Subdivision Map in any portion of the Large Lot Parcel, the City may, in its sole discretion, allow for a transfer of the Maximum Annual Special Tax from one Large Lot Parcel to another. Such a transfer shall be allowed only if (1) all adjustments are agreed to in writing by the affected property owners and the Finance Director, and (2) there is no reduction in the Maximum Annual CFD Special Tax Revenues as a result of the transfer. Should a transfer result in an amendment to **Attachment 1** of the Notice of Special Tax Lien, the requesting property owner shall bear the costs to affect the transfer in the CFD records and prepare the required amendments to the Notice of Special Tax Lien and **Attachment 1**. Before the transfer, the City may require a deposit from the requesting property owner for such costs.
- g. Conversion of a Tax-Exempt Parcel to a Taxable Parcel. If a Tax-Exempt Parcel is not needed for public use and is transferred to a private owner, it shall become subject to the Special Tax. The Maximum Annual Special Tax for the newly assigned Tax Category for such a Parcel is determined using the provisions of **Sections 4** and **5**.
- h. Taxable Parcels Acquired by a Public Agency A Taxable Parcel acquired by a public agency shall be reclassified as a Tax-Exempt Parcel and is no longer subject to the Special Tax levy.

5. Assignment of the Maximum Annual Special Tax

- a. Classification of Parcels. For purposes of the next Fiscal Year tax levy, by June 30 of each Fiscal Year, using the Definitions in **Section 2**, the Parcel records of the Assessor's secured tax roll as of January 1, and other City development approval records, the Administrator shall cause:
 - 1. Each Parcel to be classified as a Taxable Parcel or Tax-Exempt Parcel.
 - 2. Each Parcel to be classified as a Developed Parcel, a Final Use Small Lot Parcel, a Small Lot Tentative Map Parcel, a Large Lot Parcel (including Remainder Parcels), or an Undeveloped Parcel.
- b. Identification of Tax Zones: Identify the Tax Zone within which each Taxable Parcel is located.
- c. Assignment of the Maximum Annual Special Tax to Taxable Parcels. The Maximum Annual Special Tax will be assigned to each Taxable Parcel by Tax Zone each Fiscal Year using the procedures (not all steps may be applicable for each such Parcel) in **Section 4**.

6. Calculating Annual Special Taxes

The Administrator will compute the Annual Costs and determine the annual Special Tax levy for each Taxable Parcel based on the assignment of the Special Tax in **Sections 4** and **5**. All calculations and steps described in this section shall be done for all areas within the CFD regardless of how many Tax Zones may exist. The Administrator then will determine the tax levy for each Taxable Parcel using the following process:

- a. Compute the Annual Costs using the definition of Annual Costs in **Section 2**.
- b. For all Taxable Parcels, calculate the Special Tax levy for each using the following steps:
 - Step 1: Compute 100 percent of the Maximum Annual Special Tax Revenue for all Developed Parcels.
 - Step 2: Compare the Annual Costs with the amount calculated in the previous step.
 - Step 3: If the Annual Costs are lower than the amount calculated in Step 1, decrease Proportionately the Maximum Annual Special Tax levy for each Developed Parcel until the revenue from the Special Tax levy equals the Annual Costs.
 - Step 4: If the Annual Costs are greater than the amount calculated in Step 1, increase Proportionately the Maximum Annual Special Tax levy for each Final Use Small Lot Parcel until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Final Use Small Lot Parcels, if needed to fund Annual Costs.
 - Step 5: If the Annual Costs are greater than the amount calculated in Step 1 and Step 4, increase Proportionately the Maximum Annual Special Tax levy for each Small Lot Tentative Map Parcel until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Small Lot Tentative Map Parcels, if needed to fund Annual Costs.
 - Step 6: If the Annual Costs are greater than the amount calculated in Step 1, Step 4, and Step 5, increase Proportionately the Maximum Annual Special Tax levy for each Large Lot Parcel until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Large Lot Parcels, if needed to fund Annual Costs.
 - Step 7: If the Annual Costs are greater than the amount calculated in Step 1, Step 4, Step 5, and Step 6, increase Proportionately the Maximum Annual Special Tax levy for each Undeveloped Parcel until the revenue from the Special Tax levy equals the Annual Costs, or 100 percent of the Maximum Annual Special Tax for all Undeveloped Parcels, if needed to fund Annual Costs.
- c. Levy on each Taxable Parcel the amount calculated above.
- d. Prepare the Tax Collection Schedule and, unless an alternative method of collection has been selected pursuant to **Section 8**, send it to the County Auditor requesting that it be placed on the general, secured property tax roll for the Fiscal Year. The Tax Collection Schedule will not be sent later than the date required by the County Auditor for such inclusion.

The Administrator will make every effort to calculate the Special Tax correctly for each Parcel. It will be the burden of the taxpayer to correct any errors in determining which Parcels are subject to the tax and their Special Tax assignments.

7. Interpretation, Application, and Appeal of Special Tax Formula and Procedures

Any taxpayer who feels the amount of the Special Tax assigned to a Parcel is in error may file a notice with the Finance Director appealing the levy of the Special Tax. The Finance Director then will promptly review the appeal and, if necessary, will meet with the applicant. If the Finance Director verifies that the tax should be modified or changed, the Special Tax levy will be corrected and, if applicable in any case, a credit or refund will be granted.

Interpretations may be made by the City, without Resolution or Ordinance of the Council, for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to the CFD.

Without Council approval, the Finance Director may make minor, non-substantive administrative and technical changes to the provisions of this RMA that do not materially affect the rate, method of apportionment, or manner of collection of the Special Tax for purposes of administrative efficiency or convenience or to comply with new applicable federal, state, or local law.

The City, upon request of an owner of land in the CFD that is not a Developed Parcel, also may amend this RMA in any manner acceptable to the City, without Resolution or Ordinance of the Council, upon the affirmative vote of such owner and without the vote of owners of any other land in the CFD, provided such amendment only affects such owner's land and does not reduce the total Maximum Annual Special Tax Revenue for the CFD.

8. Manner of Collection

The Special Tax will be collected in the same manner and at the same time as ad valorem property taxes, provided, however, the Administrator or its designee may directly bill the Special Tax and may collect the Special Tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary, to meet the City's financial obligations.

Attachment 1

Sierra Vista CFD No. 2 (Maintenance Services)

Large Lot Maximum Annual Special Tax in the Base Year - Tax Zone A

Large Lot Parcel	Assessor's Parcel Number	Tax Category	Acres	Units	Maximum Annual Special Tax per Unit [1]	Maximum Annual Special Tax per Acre [1]	Maximum Annual Special Tax [1]
Tax Zone A							
JM-1	498-010-026	LDR	17.00	84	\$326.03	-	\$27,387
JM-2	498-010-039 & 037	LDR	30.57	187	\$326.03	-	\$60,968
JM-3	498-010-040 & 041	LDR	30.68	127	\$326.03	-	\$41,406
JM-4	498-010-042 & 043	LDR	25.61	132	\$326.03	-	\$43,036
JM-20	498-010-032 & 033 & 035 & 036	MDR	39.65	319	\$326.03	-	\$104,004
JM-21	498-010-047	MDR	18.58	171	\$326.03	-	\$55,751
JM-30	498-010-024	HDR	7.51	159	\$228.60	-	\$36,347
JM-40	498-010-034	MU	5.65	40	\$228.60	\$1,181.65	\$13,173
JM-41A	498-010-023 (Portion)	BP	9.35	-	\$1,181.65	\$1,181.65	\$11,043
JM-41B	498-010-023 (Portion)	Tax-Exempt	4.13	-	-	-	-
JM-50A	498-010-030	Tax-Exempt	7.73	-	-	-	-
JM-50B	498-010-030	Tax-Exempt	0.00	-	-	-	-
JM-51	498-010-038	Tax-Exempt	2.60	-	-	-	-
JM-52	498-010-044	Tax-Exempt	1.50	-	-	-	-
JM-60	498-010-022	Tax-Exempt	0.30	-	-	-	-
JM-61	498-010-031	Tax-Exempt	11.83	-	-	-	-
JM-70	498-010-035 (Portion)	Tax-Exempt	0.32	-	-	-	-
JM-71	498-010-026 (Portion)	Tax-Exempt	0.88	-	-	-	-
JM-72	498-010-036 (Portion)	Tax-Exempt	0.32	-	-	-	-
JM-73A	498-010-042 (Portion)	Tax-Exempt	0.60	-	-	-	-
JM-73B	498-010-042 (Portion)	Tax-Exempt	0.90	-	-	-	-
JM-80	498-010-027	Tax-Exempt	0.51	-	-	-	-
JM-81	498-010-029	Tax-Exempt	6.18	-	-	-	-
JM-82	498-010-028	Tax-Exempt	2.40	-	-	-	-
JM-83	498-010-025	Tax-Exempt	6.09	-	-	-	-
JM-84	498-010-045	Tax-Exempt	9.99	-	-	-	-
JM-85	498-010-046	Tax-Exempt	14.77	-	-	-	-
ROW		Tax-Exempt	27.31	-	-	-	-
Tax Zone A Totals			282.95	1,219			\$393,114

[1] The Maximum Annual Special Tax increases by the Tax Escalator as defined in Section 2 of this RMA.

att 1

Attachment 2
Sierra Vista CFD No. 2 (Maintenance Services)
Maximum Annual Special Taxes by Tax Category
for the Base Year 2018-19 - Tax Zone A

Expected Land Uses (Tax Category)	Maximum Annual Special Tax per Unit/Acre [1]
Residential Uses	
Low Density Residential (LDR)	<i>per Unit</i> \$326.03
Medium Density Residential (MDR)	\$326.03
High Density Residential (HDR)	\$228.60
Mixed Use Residential (MU)	\$228.60
Affordable Medium Density Residential	\$163.02
Affordable High Density Residential	\$114.30
Nonresidential Uses	
Mixed Use (MU)	<i>per Acre</i> \$1,182
Business Professional (BP)	\$1,182
Community Commercial (CC)	\$1,182
Undeveloped Property	\$2,052

[1] *att 2* This amount may be increased by the Tax Escalation Factor in each fiscal year following the Base Year as defined in **Section 2** of this RMA.

EXHIBIT B

Sierra Vista Community Facilities District No. 2 (Public Services) City of Roseville Placer County, California

The authorized services to be funded from the levy and collection of annual special taxes shall consist of those items set forth below, in addition to the costs associated with collecting and administering the special taxes and annual administering the CFD. The authorized services to be funded for the Sierra Vista Specific Plan Community Facilities District (CFD) No. 2 (Public Services) include these:

1. Open Space improvement, operations and management, monitoring, maintenance (including, but not limited to, general maintenance, signage, benches, striping, City owned fence maintenance, trash and debris collection, and bike trails and their appurtenances [drainage culverts or pipes from adjacent subdivisions] within open space), creation and maintenance of fire breaks, Permits, Vandalism/Graffiti, Flood Conveyance (Vegetation/tree removals), Beaver dam removals, Outfall/drainage swale maintenance, Erosion control/bank stabilization, Native planting/replanting, Pre and post emergent, environmental mitigation monitoring, and the annual review thereof, as required by the Mitigation Monitoring Plan related to the Environmental Impact Report, maintenance activities as required by the 404 permit and Open Space Overarching Maintenance & Management Plan and repair and replacement of facilities within open space areas in the Project Area.
2. The maintenance of on-site landscape corridors and paseos designed to serve the Project Area, including, but not limited to, general maintenance, masonry walls, accent lighting, water and utility costs.
3. The maintenance of medians, entries, and entry monumentation.
4. The performance of leaf pick-up and street sweeping along the following roads:
 - Fiddymment Road (west side only)
 - Baseline Road (north and south)
 - Market Street
 - Santucci Boulevard
 - Vista Grande Boulevard
 - Westbrook Boulevard
 - Federico Drive
 - Upland Drive

- Pleasant Grove Boulevard (south)
5. Neighborhood Park maintenance, and repair and replacement.
 6. Storm water management, water quality structural controls, including, but not limited to, drainage swales constructed between storm drain facilities and receiving waters, and maintenance of flood control facilities including, but not limited to, detention basins and created wetlands.
 7. Bus Transfer Station, bus shelters, bus stops and any park and ride lots as well as bus signs.
 8. Miscellaneous costs related to any of the items described above, including but not limited to planning, engineering, GIS, legal, and city and county administration costs.
 9. The levy of special taxes to accumulate sinking funds for anticipated future repairs or replacement costs of landscape corridors, irrigation facilities, medians, entries and entry monumentation, lighting, neighborhood parks, storm water management and other facilities maintained by the CFD as determined by the Administrator.

EXHIBIT C

CITY OF ROSEVILLE Sierra Vista Community Facilities CFD No. 2 (Public Services)

<u>Name(s) of Property Owners</u>	<u>Assessor Parcel Number(s)</u>
JOHN MOURIER CONSTRUCTION INC	498-010-022-000
MOURIER INVESTMENTS LLC	498-010-023-000
MOURIER INVESTMENTS LLC	498-010-024-000
JOHN MOURIER CONSTRUCTION INC	498-010-025-000
MOURIER INVESTMENTS LLC	498-010-026-000
JOHN MOURIER CONSTRUCTION INC	498-010-027-000
JOHN MOURIER CONSTRUCTION INC	498-010-028-000
JOHN MOURIER CONSTRUCTION INC	498-010-029-000
JOHN MOURIER CONSTRUCTION INC	498-010-030-000
JOHN MOURIER CONSTRUCTION INC	498-010-031-000
MOURIER INVESTMENTS LLC	498-010-032-000
MOURIER INVESTMENTS LLC	498-010-033-000
MOURIER INVESTMENTS LLC	498-010-034-000
MOURIER INVESTMENTS LLC	498-010-035-000
JOHN MOURIER CONSTRUCTION INC	498-010-036-000
JOHN MOURIER CONSTRUCTION INC	498-010-037-000
JOHN MOURIER CONSTRUCTION INC	498-010-038-000
MOURIER INVESTMENTS LLC	498-010-039-000
JOHN MOURIER CONSTRUCTION INC	498-010-040-000
MOURIER INVESTMENTS LLC	498-010-041-000
JOHN MOURIER CONSTRUCTION INC	498-010-042-000
JOHN MOURIER CONSTRUCTION INC	498-010-043-000
JOHN MOURIER CONSTRUCTION INC	498-010-044-000
JOHN MOURIER CONSTRUCTION INC	498-010-045-000
JOHN MOURIER CONSTRUCTION INC	498-010-046-000
MOURIER INVESTMENTS LLC	498-010-047-000

**Sierra Vista
Community Facilities District No. 2 (Public Services)
City of Roseville
Placer County, California**

FORM OF NOTICE OF PUBLIC HEARING

RE: Establishment of Community Facilities District

Notice is hereby given that the City Council (the "Council") of the City of Roseville (the "City") adopted its "Resolution of Intention To Form Community Facilities District" (the "Resolution of Intention") to establish "City of Roseville Sierra Vista Community Facilities District No. 2 (Public Services)" (the "CFD") under the Mello-Roos Community Facilities Act of 1982, constituting Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code (the "Act"). Under the Act and the Resolution of Intention, the Council gives notice as follows:

1. The text of the Resolution of Intention, with Exhibits A and B thereto, as adopted by the Council, is on file with City Clerk and reference is made thereto for the particular provisions thereof. The text of the Resolution of Intention is summarized as follows:

a. Under the Act, this Council is undertaking proceedings for the establishment of the CFD and a future annexation area (the "Future Annexation Area"), the boundaries of which are shown on a map on file with the City Clerk.

b. The purpose of the CFD is to provide for the financing of certain public services (the "Services") as more fully described in the Resolution of Intention and Exhibit B thereto.

c. The method of financing the Services is through the imposition and levy of a special tax (the "Special Tax") to be apportioned on the properties in the CFD under the rate and method of apportionment described in the Resolution of Intention and Exhibit A thereto. The Special Tax requires the approval of two-thirds of landowner votes voted at a special election called for that purpose by the Council, with each landowner having one vote for each acre or portion of acre such owner owns in the CFD.

d. The Resolution of Intention directed the preparation of a CFD Report that shows the Services by type that are required to adequately meet the needs of the CFD and the estimated costs of the Services. The CFD Report will be made a permanent part of the record of the public hearing specified below. Reference is made to the CFD Report as filed with the Clerk.

e. Property within the Future Annexation Area will be annexed to the CFD, and a special tax will be levied on such property, only with the unanimous approval (each, a "Unanimous Approval") of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed, without additional hearings or elections.

f. As set forth below, the Council will hold a public hearing on the establishment of the CFD and the Future Annexation Area, the Services and the Special Tax.

2. The time and place established under the Resolution of Intention for the public hearing required under the Act are Wednesday, December 19, 2018, at 7:00 p.m. or as soon as possible thereafter, at the City of Roseville Civic Center Council Chambers located at 311 Vernon Street, Roseville, California 95678.

3. At the hearing, the testimony of all interested persons or taxpayers for or against the establishment of the CFD, the extent of the CFD or the furnishing of the specified Services will be heard. Any person interested may file a protest in writing as provided in Section 53323 of the Act. If 50% or more of the registered voters, or six registered voters, whichever is more, residing in the territory proposed to be included in the CFD, or the owners of one-half or more of the area of land in the territory proposed to be included in the CFD and not exempt from the special tax, file written protests against the establishment of the CFD and the protests are not withdrawn to reduce the value of the protests to less than a majority, the Council shall take no further action to create the CFD or levy the special taxes for a period of one year from the date of decision of the Council, and if the majority protests of the registered voters or landowners are only against the furnishing of a type or types of Services within the CFD, or against levying a specified special tax, those types of Services or the specified special tax will be eliminated from the proceedings to form the CFD.

In addition, at the hearing, the testimony of all interested persons for and against the establishment of the Future Annexation Area or the levying of special taxes within any portion of the Future Annexation Area annexed in the future to the CFD will be heard. If 50% or more of the registered voters, or 6 registered voters, whichever is more, residing within the proposed territory of the CFD, or if 50% or more of the registered voters, or 6 registered voters, whichever is more, residing in the territory proposed to be included in the Future Annexation Area, or the owners of 50% or more of the area of land in the territory proposed to be included in the CFD or in the Future Annexation Area, file written protests against the establishment of the Future Annexation Area and the protests are not withdrawn to reduce the value of the protests to less than a majority, the City Council shall take no further action to create the Future Annexation Area for a period of one year from the date of decision of the City Council.

4. The proposed voting procedure shall be by special mail or hand-delivered ballot to the property owners within the territory proposed to be included in the CFD.

Dated: _____, 2018

/s/ Sonia Orozco
Sonia Orozco, City Clerk
City of Roseville

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 18-527

A RESOLUTION OF ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT, AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS

**CITY OF ROSEVILLE
Community Facilities District No. 3
(Municipal Services)**

Annexation No. 20 (Villages at Sierra Vista)

WHEREAS, the City Council (the "Council") of the City of Roseville (the "City") on November 7, 2018, adopted Resolution No. 18-453, entitled "A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein" (the "Resolution of Intention"), stating its intention to annex territory to the City's Community Facilities District No. 3 (Municipal Services) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act");

WHEREAS, a copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory to be annexed to the CFD and stating the services to be provided and the rate and method of apportionment of the special tax to be levied within the territory to be annexed to the CFD, is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein;

WHEREAS, said annexation boundary map, labeled Annexation Map No. 20 of Community Facilities District No. 3 (Municipal Services) The Villages at Sierra Vista, has been recorded with the County Recorder of the County of Placer on November 20, 2018, in Book 3 at Page 41-15 of Maps of Assessment and Community Facilities Districts, as Document No. 2018-0084658, which map shows the territory to be annexed to the CFD;

WHEREAS, on the date hereof, this Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to the CFD;

WHEREAS, at said hearing all interested persons desiring to be heard on all matters pertaining to the annexation of territory to the CFD and the levy of said special taxes within the area proposed to be annexed were heard and a full and fair hearing was held; and

WHEREAS, prior to the time fixed for said hearing, written protests had not been filed against the proposed annexation of territory to the CFD by (i) 50% of more of the registered voters, or six registered voters, whichever is more, residing in the existing CFD, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the territory proposed to be annexed to the CFD, or (iii) owners of one-half or more of the area of land in the territory proposed to be annexed to the CFD.

NOW, THEREFORE, be it resolved by the City Council of the City of Roseville:

1. All prior proceedings taken by this Council with respect to the CFD and the proposed annexation of territory thereto have been duly considered and are hereby determined to be valid and in conformity with the Act, and the CFD has been validly established pursuant to the Act.

2. The description and map of the boundaries of the territory to be annexed to CFD, as described in the aforementioned Annexation Map No. 20 on file with the Clerk are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of the CFD, and said territory is hereby ordered annexed to the CFD, subject to voter approval of the levy of the special taxes therein as hereinafter provided.

3. The provisions of the Resolution of Intention as heretofore adopted by this Council are by this reference incorporated herein, as if fully set forth herein.

4. Pursuant to the provisions of the Act, the proposition of the levy of the special tax within the territory to be annexed to the CFD shall be submitted to the voters of the area to be annexed to the CFD at an election called therefor as hereinafter provided.

5. This Council hereby finds that fewer than 12 persons have been registered to vote within the territory proposed to be annexed to the CFD for each of the 90 days preceding the close of the hearing heretofore conducted and concluded by this Council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that for purposes of these proceedings the qualified electors are the landowners within the territory proposed to be annexed to the CFD and that the vote shall be by said landowners, each having one vote for each acre or portion thereof such landowner owns in the territory proposed to be annexed to the CFD.

6. Pursuant to Section 53326 of the Act, the election shall be conducted by mail ballot under Section 4000 of the California Elections Code. This Council hereby determines that paragraphs (a), (b), and (c)(1) of said Section 4000 and Section 4108 of the California Elections Code are applicable to this election, provided however, the City has received written waivers from the owner of all the territory to be annexed and the election may be expedited.

7. The Council hereby calls a special election to consider the measure described in the ballot referred to in paragraph 8 below, which election shall be held on December 19, 2018 at the City of Roseville Civic Center Council Chambers located at 311 Vernon Street, Roseville, California 95678.

8. The City Clerk is hereby appointed as the election official to conduct the election and cause to be provided to each landowner(s) in the territory to be annexed to the CFD, a ballot in the form of Exhibit A hereto, which form is hereby approved.

9. The City Clerk shall accept the ballots of the qualified electors received prior to 7:00 p.m. on December 19, 2018, whether received by mail or by personal delivery.

10. This Council hereby further finds that the provision of Section 53326 of the Act requiring a minimum of 90 days to elapse before said election is for the protection of voters, that the voters have waived such requirement and the date for the election hereinabove specified is established accordingly.

11. Under Section 50075.1 of the Government Code, the following accountability provisions shall apply to the special taxes: (a) the provision and/or acquisition of the services

and the incidental costs thereof, all as defined in the Resolution of Intention, shall constitute the specific single purpose; (b) the proceeds shall be applied only to the specific purposes identified in (a) above; (c) there shall be created special account(s) or funds(s) into which the proceeds shall be deposited; and (d) there shall be caused to be prepared an annual audit and report of the CFD.

* * * * *

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the ____ day of _____, 2018, by the following vote of the City Council:

AYES:	COUNCILMEMBERS
NOES:	COUNCILMEMBERS
ABSENT:	COUNCILMEMBERS
ABSTAIN:	COUNCILMEMBERS

Mayor

ATTEST:

City Clerk of the City of Roseville

EXHIBIT A

**CITY OF ROSEVILLE
Community Facilities District No. 3
(Municipal Services)**

Annexation No. 20 (Villages at Sierra Vista)

**OFFICIAL BALLOT
SPECIAL TAX ELECTION**

This ballot is for the special landowner election to annex property into City of Roseville Community Facilities District No. 3 (Municipal Service). You must return this ballot to the office of the City Clerk of the City of Roseville **no later than the hour of 7:00 p.m. on December 19, 2018, either by mail or in person.** The Clerk's office is located at 311 Vernon Street, Roseville, CA 95678.

To vote, mark a cross (X) on the voting line after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void. If you wrongly mark, tear, or deface this ballot, return it to the City Clerk and obtain another.

AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT, OR THE VOTER MAY WRITE NUMBERS IN THE SPACES PROVIDED.

The amount of money to be raised annually by the special tax levied in the territory to be annexed is \$, the duration of the special tax is perpetual, and the rate of the special tax shall be determined in accordance with the rate, method of apportionment, and manner of collection of special tax for the CFD.

BALLOT MEASURE: Shall the City of Roseville (the "City"), by and for its Community Facilities District No. 3 (Municipal Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in "A Resolution of Annexation of Territory to Community Facilities District, Authorizing the Levy of a Special Tax and Submitting Levy of Tax to Qualified Electors," adopted by the City Council of the City on December 19, 2018?	YES: _____ NO: _____
---	---

By execution in the space provided below, you also indicate your waiver of (i) the time limit pertaining to the conduct of the election, (ii) any requirement for analysis and arguments with respect to the ballot measure, and (iii) any irregularity in the proceedings that may be claimed as a result of the this vote or the application of such waivers.

APN(s): _____

_____, a _____

Total Acreage: _____

By: _____

(signature)

Number of votes: _____

[Name & Title]

NOTICE OF PUBLIC HEARING

CITY OF ROSEVILLE Community Facilities District No. 3 (Municipal Services)

Annexation No. 20 (Villages at Sierra Vista)

Notice is hereby given by the City of Roseville (the "City") with respect to its Community Facilities District No. No. 3 (Municipal Services) (the "CFD") that on November 7, 2018, the City Council of the City, as the legislative body for the CFD, adopted its Resolution No. 18-453, "A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein" (the "Resolution of Intention"). Reference is hereby made to the Resolution of Intention, on file with the City Clerk of the City for further particulars. The following is a summary of the provisions of the Resolution of Intention.

Pursuant to the Resolution of Intention, the Council determined that the public convenience and necessity require that certain territory, as more particularly described in the Resolution of Intention, be annexed to the existing CFD, all as provided in the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 et seq., California Government Code (the "Act')). The Resolution of Intention provides that the special taxes heretofore caused to be levied in the CFD for financing the services provided through the CFD shall be levied in the territory proposed to be annexed, subject to public hearing and landowner election proceedings as specified in the Act.

Notice is further given that Wednesday, December 19, 2018 at 7:00 p.m. or as soon as possible thereafter, at the City of Roseville Civic Center Council Chambers located at 311 Vernon Street, Roseville, California 95678, are the time and place when and where the Council of the City as the legislative body for the CFD, will conduct a public hearing on the annexation of the territory described in the Resolution of Intention to the CFD and finally consider and determine whether the public convenience and necessity require the annexation of said territory to the CFD and the levy of special taxes therein.

Notice is further given that at the hearing, the testimony of all interested persons for and against the annexation of said territory to the CFD or the levying of special taxes within the territory proposed to be annexed will be heard.

Dated: _____, 2018

/s/ Sonia Orozco
Sonia Orozco, City Clerk
City of Roseville

CITY COUNCIL OF THE CITY OF ROSEVILLE

RESOLUTION NO. 18-528

**A RESOLUTION DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION,
DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF
AMENDED NOTICE OF SPECIAL TAX LIEN**

**CITY OF ROSEVILLE
Community Facilities District No. 3
(Municipal Services)**

Annexation No. 20 (Villages at Sierra Vista)

WHEREAS, in proceedings heretofore conducted by the City Council (the "Council") of the City of Roseville (the "City") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), this Council has heretofore adopted a resolution calling a special election of the qualified landowner electors in the territory of land proposed to be annexed to Community Facilities District No. 3 (Municipal Services) (the "CFD");

WHEREAS, pursuant to the terms of the resolution which is hereby incorporated herein by this reference, the special election has been held and the City Clerk has filed a Canvass of Votes Cast in Special Election, a copy of which is attached hereto as Exhibit A; and

WHEREAS, this Council has reviewed the Canvass and hereby approves it;

NOW, THEREFORE, be it resolved by the City Council of the City of Roseville:

1. The issue presented at the special election was the levy of a special tax within the territory annexed to the CFD, to be levied in accordance with the formula heretofore approved by this Council on December 19, 2018, entitled, "A Resolution of Annexation of Territory to Community Facilities District, Authorizing the Levy of a Special Tax and Submitting Levy of Tax to Qualified Electors."

2. Pursuant to the Canvass on file with the City Clerk, the issue presented at the special election was approved by the landowners of the territory annexed to the CFD by more than two-thirds of the landowners voting at the special election.

3. Pursuant to the voter approval, said annexed territory to the CFD is hereby declared to be fully annexed to and part of the CFD and this Council may levy special taxes therein as heretofore provided in these proceedings.

4. It is hereby found that all prior proceedings and actions taken by this Council pursuant to the CFD and the territory annexed thereto were valid and in conformity with the Act.

5. Within 15 days of the date hereof, the City Clerk shall execute and cause to be recorded in the office of the County Recorder of the County of Placer, an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code.

* * * * *

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the ____ day of _____, 2018, by the following vote of the City Council:

AYES: COUNCILMEMBERS
NOES: COUNCILMEMBERS
ABSENT: COUNCILMEMBERS
ABSTAIN: COUNCILMEMBERS

Mayor

ATTEST:

City Clerk of the City of Roseville

EXHIBIT A

CANVASS AND STATEMENT OF RESULT OF ELECTION

**CITY OF ROSEVILLE
Community Facilities District No. 3
(Municipal Services)**

Annexation No. 20 (Villages at Sierra Vista)

I hereby certify that on this date, I canvassed the returns of the election held on December 19, 2018, in the territory annexed to City of Roseville Community Facilities District No. 3 (Municipal Services), which election is designated as the Special Tax Annexation Election, and the total number of ballots cast in the territory to be annexed and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

	<u>Qualified Landowner Votes</u>	<u>Votes Cast</u>	<u>YES</u>	<u>NO</u>
City of Roseville Community Facilities District No. 3 (Municipal Services) Annexation No. 20 (Villages at Sierra Vista) Special Tax Annexation Election, December 19, 2018.	_____	_____	_____	_____

BALLOT MEASURE: Shall the City of Roseville (the "City"), by and for its Community Facilities District No. 3 (Municipal Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in "A Resolution of Annexation of Territory to Community Facilities District, Authorizing the Levy of a Special Tax and Submitting Levy of Tax to Qualified Electors," adopted by the City Council of the City on December 19, 2018?

YES: _____

NO: _____

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND on _____, 2018.

By: _____
City Clerk
City of Roseville

**RECORDING REQUESTED BY AND
AFTER RECORDATION PLEASE RETURN TO:**

City Clerk Department
City of Roseville
311 Vernon Street
Roseville, CA 95678
Telephone: (916) 774-5263

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

CITY OF ROSEVILLE
COMMUNITY FACILITIES DISTRICT NO. 3 (MUNICIPAL SERVICES)
COUNTY OF PLACER, STATE OF CALIFORNIA

Annexation No. 20 Villages at Sierra Vista

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, section 53311, et. seq., of the California Government Code (the "Act"), the undersigned City Clerk of the City of Roseville (the "City"), County of Placer, State of California, hereby gives notice that a lien to secure payment of a special tax which the City is authorized to levy for Community Facilities District No. 3 (Municipal Services) (the "CFD"), County of Placer, State of California, is hereby imposed on the property described herein. The special tax secured by this lien is authorized to be levied for the purpose of paying the costs of public services in and according to the rate and method of apportionment set forth in that certain Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder of the County of Placer, State of California on October 22, 2004, as Document No. 2004-0140669, to which recorded Notice of Special Tax Lien and amendment thereto reference is hereby made and the provisions of which are hereby incorporated by this reference.

This Amended Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory of Community Facilities District No. 3 (Municipal Services) of the City Roseville the lands set forth in that certain "Annexation Map No. 20" to Community Facilities District No. 3 (Municipal Services), County of Placer, State of California," heretofore recorded on November 20, 2018 at Book 3 Maps of Assessment and Community Facilities Districts at Page 41-15 in the office of the County Recorder of the County of Placer, State of California.

Pursuant to the requirements of Section 3114.5 of the Streets and Highways Code and Section 53324 of the Government Code, the undersigned, City Clerk of the City of Roseville, hereby gives notice that a lien to secure payment of a special tax which the City Council of the City of Roseville, County of Placer, State of California is authorized to levy is hereby imposed. The special tax secured by this lien is authorized to be levied for the purpose of paying for public services as described in **Exhibit A** attached hereto, and the incidental expenses related thereto.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which have been annexed to Community Facilities District No. 3 (Municipal Services), as shown in the Annexation Map referred to above, are thus included in this Amended Notice of Special Tax Lien, together with the name(s) of the

owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the City are as set forth in **Exhibit C** attached hereto and hereby made a part hereof.

The special tax is authorized to be levied against the parcel(s) described in **Exhibit C** attached hereto, which parcel(s) has been annexed into Community Facilities District No. 3 (Municipal Services), City of Roseville, County of Placer, State of California, which has been officially formed and the lien of the special tax is a continuing lien which shall secure each annual levy of the special tax and which shall continue in force and effect unless the special tax obligation is canceled in accordance with law or the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Government Code.

The amended rate, method of apportionment and the manner of collection of the authorized special tax is shown on **Exhibit B** attached hereto. The rate, method of apportionment, and the manner of collection of the authorized special tax does not contain conditions under which the obligation to pay the special tax may be prepaid and permanently satisfied.

Notice is further given that upon the recording of this notice in the office of the county recorder, the obligation to pay the special tax levy shall become a lien upon all nonexempt real property within the Community Facilities District No. 3 (Municipal Services), City of Roseville, in accordance with Section 3115.5 of the Streets and Highways Code.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the City Administrator of the City of Roseville, 311 Vernon Street, Roseville, CA 95678, telephone number (916) 774-5319.

Dated: As of _____, 2018

By: _____
City Clerk
City of Roseville

EXHIBIT A – List of Authorized Services
EXHIBIT B – Amended Rate and Method of Apportionment
EXHIBIT C – Property Owner(s) and Parcel Number(s)

EXHIBIT A

CITY OF ROSEVILLE COMMUNITY FACILITIES DISTRICT No. 3 (MUNICIPAL SERVICES)

LIST OF AUTHORIZED SERVICES

The Community Facilities District No. 3 (Municipal Services) (the “CFD”) shall include the City services authorized under Section 53313 of the Community Facilities Act of 1982, Chapter 2.5 of Division 2 of Title 5 of the California Government Code, commencing with Section 53311 (the “Act”), which include the following services, to the extent that such services are in addition to those provided in the territory of the CFD before the CFD was created (or, as to territory which may be annexed to the CFD, before such territory was annexed to the CFD.) In accordance with Section 53313 of the Act, the additional services may not supplant services already available within the territory when the district was created.

- (a) Police protection services, including, but not limited to, criminal justice services. However, criminal justice services are limited to providing services for jails, detention facilities, and juvenile halls.
- (b) Fire protection and suppression services, and ambulance and paramedic services.
- (c) Recreation program services, library services, maintenance services for elementary and secondary school sites and structures, and the operation and maintenance of museums and cultural facilities, subject to the limitations contained in Section 53313 of the Act.
- (d) Maintenance of parks, parkways, and open space.
- (e) Flood and storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, and sandstorm protection systems.
- (f) Services with respect to removal or remedial action for the cleanup of any hazardous substance released or threatened to be released into the environment, subject to the limitations contained in Section 53313 of the Act.

EXHIBIT B

CITY OF ROSEVILLE COMMUNITY FACILITIES DISTRICT NO. 3 (MUNICIPAL SERVICES)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 3 (Municipal Services) [herein "CFD No. 3"] shall be levied and collected according to the tax liability determined by the City Council, acting in its capacity as the legislative body of CFD No. 3, through the application of the appropriate Special Tax rate, as described below. All of the property in CFD No. 3, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acreage" or **"Acre"** means the land area making up an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map or other parcel map recorded at the County Recorder's Office.

"Administrative Expenses" means the costs incurred by the City to determine, levy and collect the Special Tax, including salaries of City employees and fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls; preparation of required reports, and any other costs required to administer the CFD as determined by the Finance Director.

"Administrator" means the person or firm designated by the City to administer the Special Taxes according to this Rate and Method of Apportionment of Special Tax.

"Affordable Housing Director" means, at any point in time, the person within the City who services as head of the department that is in charge of the City's affordable housing program.

"Affordable Unit" means a Unit built on a Parcel for which an Affordable Purchase Development Agreement or similar agreement has been recorded on title of the property designating the Unit as affordable (as determined by the City) and resulting in a deed of trust on the Parcel in favor of the City. The City's Affordable Housing Director shall determine which Units are designated as Affordable Units and maintain an Affordable Unit Listing which shall contain all designated buildable parcels by tract and lot number. The Affordable Unit Listing shall also be updated to reflect those Units no longer qualifying as Affordable Units, also known as Market Rate Units. The Affordable Unit Listing, which shall contain all qualifying Affordable Units as of April 30,

shall be made available to the Administrator by July 1 of each year for purposes of determining the Maximum Special Tax for Parcels pursuant to Section C.

“Affordable Unit Assignment” means a reduction in the Maximum Special Tax for a Parcel due to the assignment of an Affordable Unit(s) to the Parcel.

“Annual Tax Escalation Factor” means an annual increase in the Maximum Special Tax following the Base Year in an amount equal to the lesser of: (i) the combined percentage increase, if any, in the City of Roseville General Fund Operating Budget for police and fire services, or (ii) four percent (4%).

“Assessor’s Parcel” or **“Parcel”** means a lot or parcel shown in an Assessor’s Parcel Map with an assigned Assessor’s Parcel number.

“Assessor’s Parcel Map” means an official map of the County Assessor designating parcels by Assessor’s Parcel number.

“Authorized Services” means the public services authorized to be funded by CFD No. 3 as set forth in the documents adopted by the City Council when the CFD was formed.

“Base Year” means Fiscal Year 2009-10.

“City” means the City of Roseville.

“City Council” means the City Council of the City of Roseville, acting as the legislative body of CFD No. 3.

“County” means the County of Placer.

“Developed Property” means, in any Fiscal Year, both of the following:

- For Condominium Conversion Parcels, all individual Units for which an escrow has closed prior to June 30 of the preceding Fiscal Year; and
- All other Parcels of Taxable Property within the CFD for which a use permit or building permit for new construction of a residential or non-residential structure was issued prior to June 30 of the preceding Fiscal Year.

“Finance Director” means the Finance Director for the City of Roseville or his or her designee or successor.

“Fiscal Year” means the period starting on July 1 and ending on the following June 30.

“Land Use Designation” means the land use designated to be built on a particular Parcel based on reference to an adopted community plan or specific plan or, to the extent that such a plan has not been approved for a Parcel, to the City’s general plan.

“Market Rate Unit” means a Unit that is not an Affordable Unit.

“Multi-Family Property” means, in any Fiscal Year, all Parcels in CFD No. 3 for which a building permit was issued or may be issued for construction of a residential structure with multiple units that share common walls, all of which are offered for rent to the general public.

“Maximum Special Tax” means the maximum Special Tax determined in accordance with Section C below that can be levied on Taxable Property in any Fiscal Year.

“Public Property” means any property within the boundaries of CFD No. 3 that is owned by the federal government, State of California, County, City, or other public agency.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels in CFD No. 3 for which a building permit was issued for construction of a residential structure consisting of two or more Units that share common walls and are offered as for-sale Units, including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels in CFD No. 3 for which a building permit was issued for construction of a Unit that does not share a common wall with another Unit.

“Special Tax” means any tax levied to pay for Authorized Services.

“Taxable Property” means all Assessor’s Parcels within the boundaries of CFD No. 3 which are not exempt from the Special Tax pursuant to law or Section E below.

“Unit” means an individual single-family detached unit or an individual residential unit within a duplex, triplex, fourplex, townhome, condominium, or apartment structure.

“Zoning Designation” means, for a particular Parcel, the designation of zoning for the Parcel based on the zoning map symbols set forth in the City’s zoning ordinance or, if the designation is inconsistent with the City’s zoning ordinance, as determined by the Administrator.

B. CATEGORIZING PARCELS FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor’s Parcel numbers for all Parcels of Developed Property within CFD No. 3. The Administrator shall then identify the Land Use Designation for each Parcel of Developed Property to determine the appropriate Maximum Special Tax pursuant to Section C below. If a Land Use Designation has not been assigned to a Parcel of Developed Property, the Administrator shall determine the Zoning Designation for the Parcel and reference Table 1 below to determine the Maximum Special Tax associated with that Zoning Designation. If the Zoning Designation for the Parcel applies to more than one Land Use Designation as reflected in Table 1, the Administrator shall determine the appropriate Maximum

Special Tax rate for the Parcel by identifying the Maximum Special Tax shown in Table 1 for the land use category that is most similar to the land use that will be built on the Parcel.

For Single Family Attached Property or multi-family property, the number of Units shall be determined by referencing the condominium plan, apartment plan, site plan or other development plan for the property. For Condominium Parcels, the Administrator shall also determine the date of which escrow closed for any Units that were sold to individual buyers in the prior Fiscal Year.

For Parcels with a Land Use Designation of Residential, Mixed Use; Village Center – Medium Density Residential; Village Center – High Density Residential; or Commercial, Mixed Use, the Administrator shall determine whether (i) residential units that have been or will be built on the Parcel will be offered for sale to individual home buyers and (ii) a separate Assessor's Parcel number will be assigned to the airspace parcel associated with each residential unit. Once separate Parcel numbers have been assigned to the residential airspace Parcels, the Administrator shall assign a Maximum Special Tax to the airspace Parcel for each residential unit. In addition, the Administrator shall tax the commercial land uses on the Parcel using the Maximum Special Tax for the appropriate commercial Land Use Designation in Table 1 below. The acreage to be used to calculate the Maximum Special Tax on the commercial uses shall be the full land area of the underlying Assessor's Parcel on which the residential and commercial land uses are located.

Upon recordation of each Final Map creating Single Family Detached Property and/or Single Family Attached Property, the ECS Director is to determine the number of Affordable Units included within the Final Map. When building permits are issued for the Affordable Units designated on each Parcel, the Administrator shall reduce the Maximum Special Tax for each Affordable Unit to fifty percent (50%) of the Maximum Special Tax that applies to the Market Rate Units with the same Zoning Designation. After May 1 of each Fiscal Year, the Administrator shall obtain the Affordable Unit Listing from the Affordable Housing Director to confirm which Parcels qualify for an Affordable Unit Adjustment in the following Fiscal Year.

C. MAXIMUM SPECIAL TAX

All Taxable Property within the CFD shall be subject to a Maximum Special Tax that will be levied each Fiscal Year to pay for Authorized Services. As discussed above, the Administrator shall rely first on the Land Use Designation for a Parcel to determine the appropriate Maximum Special Tax in Table 1 below but, in the absence of an assigned Land Use Designation, the Administrator shall refer to the Zoning Designation and land use to be built on the Parcel. The following Maximum Special Tax rates apply to all Parcels of Developed Property within CFD No. 3:

Table 1 Maximum Special Taxes		
Land Use Designation	Zoning Designation	Maximum Special Tax (Fiscal Year 2009-10) *
Low Density Residential (LDR)	R1	\$342.00 per Unit
Medium Density Residential (MDR)	RS R2	\$200.00 per Unit
High Density Residential (HDR)	R3	\$100.00 per Unit
Community Commercial	CC	\$932.00 per Acre
General Commercial	GC	\$932.00 per Acre
Highway Commercial	HC	\$932.00 per Acre
Regional Commercial	RC	\$932.00 per Acre
Central Business District	CBD	\$932.00 per Acre
Business Professional	BP, MP	\$801.00 per Acre

* Beginning July 1, 2010 and each July 1 thereafter, the Maximum Special Taxes shown above shall be adjusted by applying the Annual Tax Escalation Factor. The Maximum Special Tax for Affordable Units within a particular Zoning Designation shall be fifty percent (50%) of the amount shown above for that Zoning Designation, as adjusted by the Annual Tax Escalation Factor.

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

Each Fiscal Year, the Administrator shall levy the Maximum Special Tax on each Parcel of Developed Property in CFD No. 3. The Special Tax for CFD No. 3 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes provided, however, that CFD No. 3 may (under the authority of Government Code Section 53340) in any particular case bill the taxes directly to the property owner off the County tax roll, and the Special Tax will be equally subject to foreclosure if delinquent.

E. LIMITATIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on Public Property.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that does not materially affect the rate and method of apportioning the Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Tax.

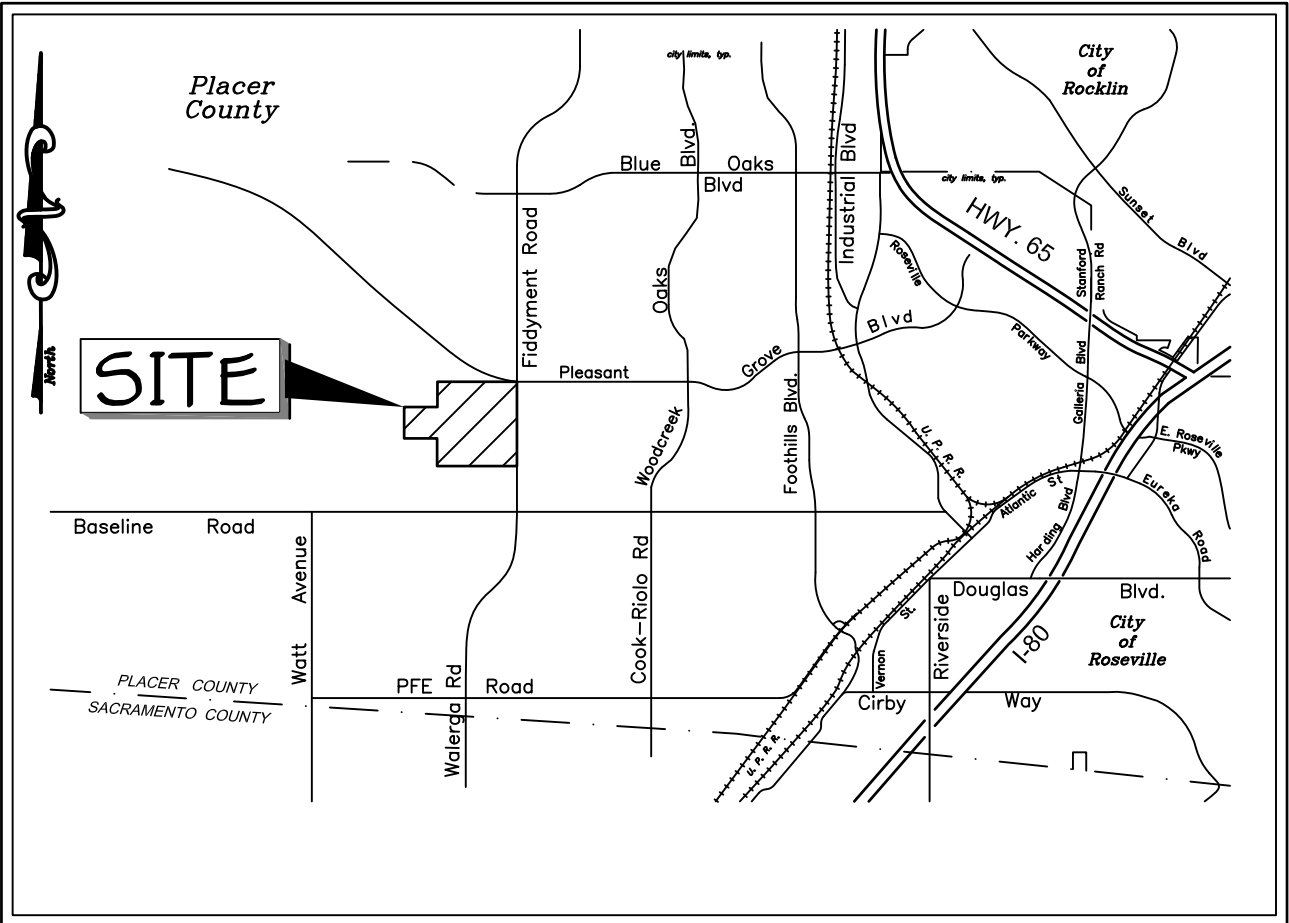
EXHIBIT C

CITY OF ROSEVILLE
COMMUNITY FACILITIES DISTRICT NO. 3
(MUNICIPAL SERVICES)

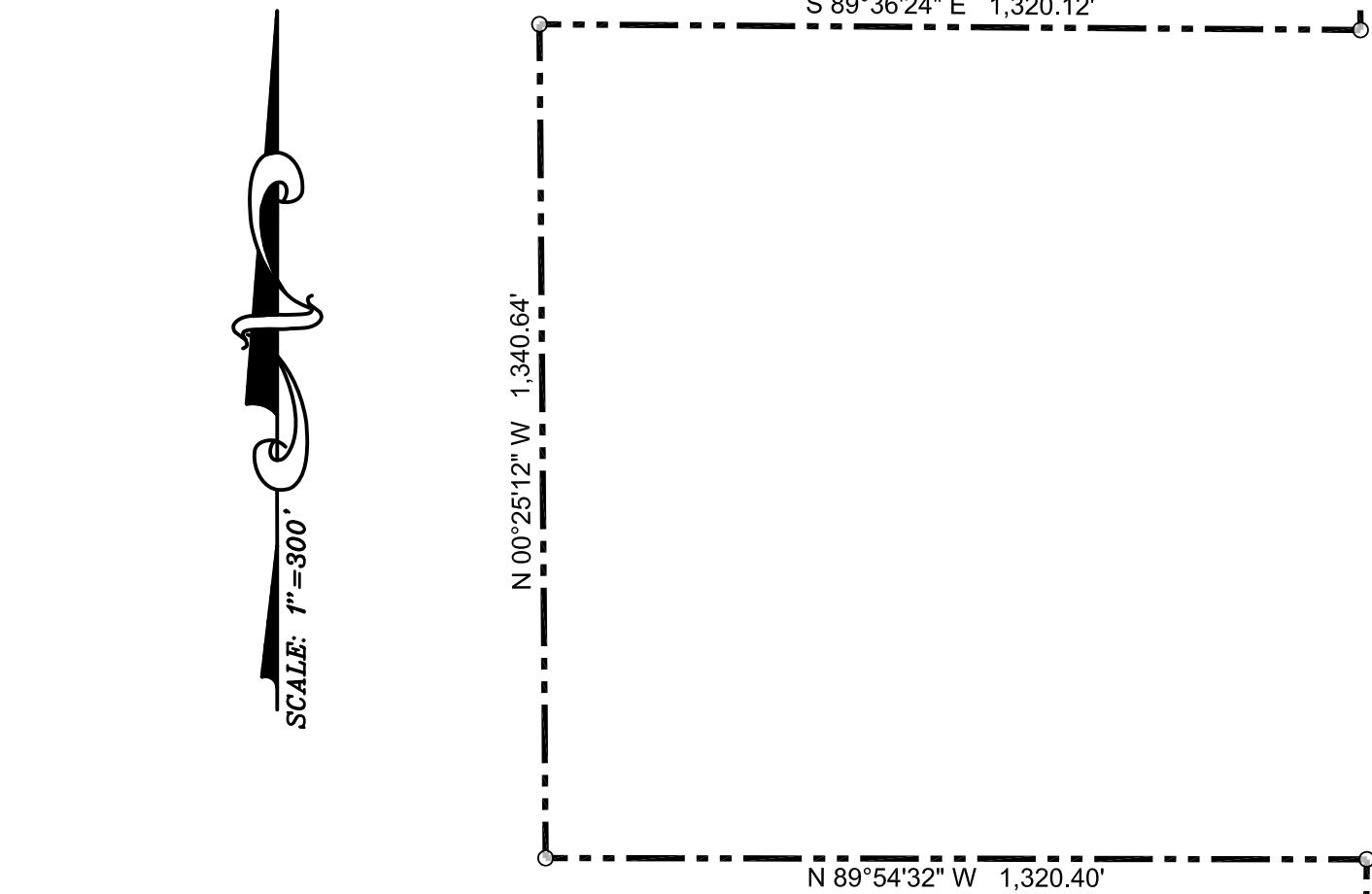
Annexation No. 20 Villages at Sierra Vista

Property Owner(s) and Assessor Parcel Number(s)

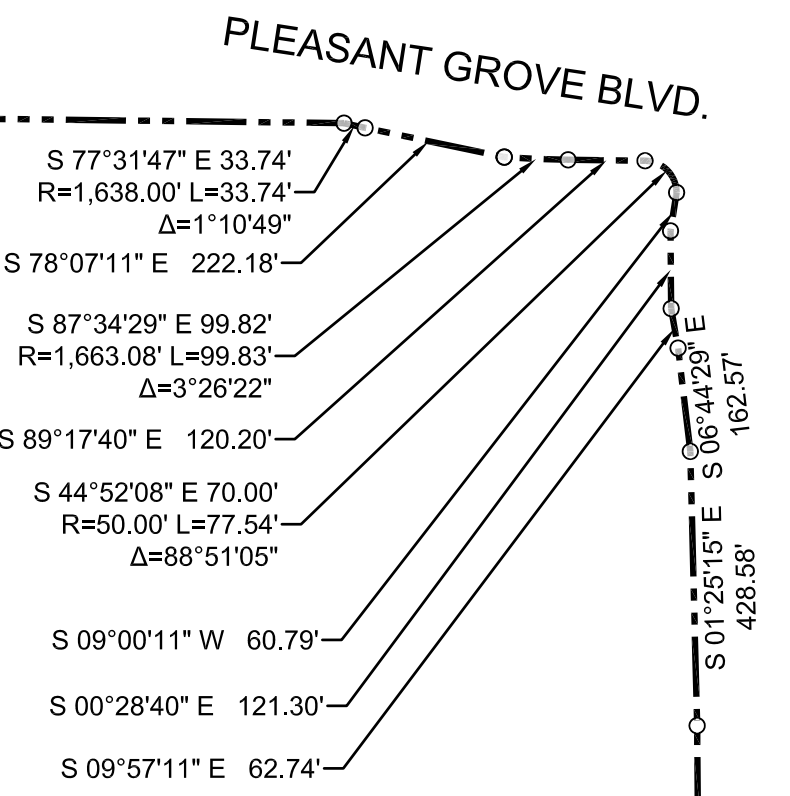
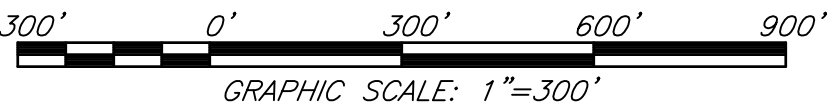
<u>Name(s) of Property Owners</u>	<u>Assessor Parcel Number(s)</u>
JOHN MOURIER CONSTRUCTION INC	498-010-022-000
MOURIER INVESTMENTS LLC	498-010-023-000
MOURIER INVESTMENTS LLC	498-010-024-000
JOHN MOURIER CONSTRUCTION INC	498-010-025-000
MOURIER INVESTMENTS LLC	498-010-026-000
JOHN MOURIER CONSTRUCTION INC	498-010-027-000
JOHN MOURIER CONSTRUCTION INC	498-010-028-000
JOHN MOURIER CONSTRUCTION INC	498-010-029-000
JOHN MOURIER CONSTRUCTION INC	498-010-030-000
JOHN MOURIER CONSTRUCTION INC	498-010-031-000
MOURIER INVESTMENTS LLC	498-010-032-000
MOURIER INVESTMENTS LLC	498-010-033-000
MOURIER INVESTMENTS LLC	498-010-034-000
MOURIER INVESTMENTS LLC	498-010-035-000
JOHN MOURIER CONSTRUCTION INC	498-010-036-000
JOHN MOURIER CONSTRUCTION INC	498-010-037-000
JOHN MOURIER CONSTRUCTION INC	498-010-038-000
MOURIER INVESTMENTS LLC	498-010-039-000
JOHN MOURIER CONSTRUCTION INC	498-010-040-000
MOURIER INVESTMENTS LLC	498-010-041-000
JOHN MOURIER CONSTRUCTION INC	498-010-042-000
JOHN MOURIER CONSTRUCTION INC	498-010-043-000
JOHN MOURIER CONSTRUCTION INC	498-010-044-000
JOHN MOURIER CONSTRUCTION INC	498-010-045-000
JOHN MOURIER CONSTRUCTION INC	498-010-046-000
MOURIER INVESTMENTS LLC	498-010-047-000



VICINITY MAP



LEGEND:
- - - - - BOUNDARY OF ANNEXATION
o DIMENSION POINT



PROPOSED BOUNDARY MAP
ANNEXATION MAP NO. 20 OF
COMMUNITY FACILITIES DISTRICT NO. 3
(MUNICIPAL SERVICES)
THE VILLAGES AT SIERRA VISTA
CITY OF ROSEVILLE, COUNTY OF PLACER
STATE OF CALIFORNIA
SCALE: 1" = 300' SHEET 1 OF 1

REFERENCE IS HEREBY MADE TO THAT CERTAIN MAP ENTITLED "AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 3 (MUNICIPAL SERVICES), CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA," FILED THE 18TH DAY OF AUGUST, 2004, AS DOCUMENT NO. 2004-362 IN BOOK 3 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT PAGE 41, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA, WHICH THIS ANNEXATION MAP EXISTS.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION MAP NO. 20, TO COMMUNITY FACILITIES DISTRICT NO. 3 (MUNICIPAL SERVICES), CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE, AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF _____, 2018, BY ITS RESOLUTION NUMBER _____.

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

FILED THIS ____ DAY OF _____, 2018, AT THE HOUR OF ____ O'CLOCK, __M.,
IN BOOK _____ OF MAPS OF COMMUNITY FACILITIES DISTRICT, AT PAGE _____,
IN THE OFFICE OF THE RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA.

DOC NO. _____ RYAN RONCO
PLACER COUNTY RECORDER
FEE: _____ BY: _____
DEPUTY

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROSEVILLE, COUNTY OF PLACER,
STATE OF CALIFORNIA THIS ____ DAY OF _____, 2018.

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE
PLACER COUNTY, CALIFORNIA

MAP PREPARED BY:
BW BAKER-WILLIAMS ENGINEERING GROUP
Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services
6020 Rutland Drive, Suite 19 ~ Carmichael CA 95608
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