



AGENDA

December 6, 2017

CITY COUNCIL CLOSED SESSION

6:30 p.m.

CITY COUNCIL MEETING

HOUSING AUTHORITY MEETING

7:00 p.m.

City Council Chambers

311 Vernon Street

Roseville, California

CLOSED SESSION

6:30 p.m.

Conference with Real Property Negotiators

Pursuant to Government Code Section 54956.8

Property: 316 Vernon Street, Suites 110-140 (retail space)

City's Negotiators: Rick Martinez and Josh Schmidt (CBRE)

Under negotiation: Price and Terms of Payment of Lease

CONTACT: Robert Schmitt 916-774-5325 rschmitt@roseville.ca.us

1. CALL TO ORDER

2. ROLL CALL

Vice Mayor: Bonnie Gore

Councilmember: Scott Alvord

Councilmember: Tim Herman

Councilmember: John Allard

Mayor: Susan Rohan

3. PLEDGE OF ALLEGIANCE

4. MEETING PROCEDURES

NOTICE TO THE PUBLIC

All Items on the agenda will be open for the public comment before final action is taken. Speakers are requested to restrict comments to the item as it appears on the

agenda and stay within a five (5) - minute time limit. The Mayor has the discretion of limiting the total discussion time for an item.

5. PRESENTATIONS

5.1. Roseville Chamber of Commerce

Presentation to the Parks, Recreation, and Libraries Department on the proceeds of the 2017 SPLASH event to benefit youth programs within the City.

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

6. PUBLIC COMMENTS

NOTICE TO THE PUBLIC

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

7. CONSENT CALENDAR

NOTICE TO THE PUBLIC

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

BEGINNING OF CONSENT CALENDAR

Minutes

7.1. Minutes of Prior Meetings

Memo from City Clerk Sonia Orozco recommending Council approve the Minutes of October 10, 2017 Special City Council Meeting, October 18, 2017 City Council Meeting, and November 1, 2017 City Closed Session/City Council Meeting.

CC #: 8910

File #: 0102-03

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

Bids / Purchases / Services

7.2. 800MHz Radio System Replacement - Recording System - Service Agreement

Memo from Information Technology Analyst Karl Grover and Chief Information Officer Hong Sae recommending Council adopt RESOLUTION NO. 17-485 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND CAPTURE TECHNOLOGIES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1804312). Council previously authorized contracts for various companies to deploy different components of the 800MHz radio system including infrastructure, dispatch consoles, and subscribers. The audio logging recorder system was not awarded at the time as further evaluation was required in order to best meet the City's financial needs. The City identified this solution to continue its partnership with the Verint recording system and Capture Technologies as the local support provider. The cost of this service agreement is \$48,151.65 which is included in the 800MHz Radio System Replacement Project's Capital Improvement Program budget.

CC #: 8899

File #: 0800-05

CONTACT: Karl Grover 916-774-5145 kgrover@roseville.ca.us

7.3. Epoxy Floor - Service Agreement

Memo from Project Coordinator Charlie Fralick and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-491 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 (S1808222). This service agreement with KYA Services LLC is for epoxy floor replacement at the Roseville Aquatics Center and the Maidu Community Center. The total cost of the contract is \$52,903.26 with no contingency. The project is funded under the FY1017-18 Facilities Rehabilitation Fund.

CC #: 8880

File #: 0203-10

CONTACT: Charlie Fralick 916-774-5706 cfralick@roseville.ca.us

7.4. Network Server Virtualization Software - Purchase Order Renewal

Memo from Information Technology Network Infrastructure Program Manager Matt Donaldson and Chief Information Officer Hong Sae recommending Council authorize a purchase order with Allied Network Solutions to renew software subscription and maintenance support as well as to purchase additional licensing for VMWare network server virtualization software. The total cost for this purchase order will not exceed \$89,267.00. Funds for license renewal are included in the Information Technology Department's FY2017-18 Internal Service Fund budget while new licenses will be funded through the Citywide Network Infrastructure/Replacement CIP Fund.

CC #: 0203-06

File #: 8912

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

- 7.5. Alarm Program Administration - Sole Source Service Agreement Renewal
Memo from Public Information Officer Dee Dee Gunther and Police Chief James Maccoun recommending Council adopt RESOLUTION NO. 17-470 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN CITY OF ROSEVILLE AND AOT PUBLIC SAFETY CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1804075). AOT Public Safety Corporation provides processing, monitoring and collection of alarm permits and false alarm fines. AOT Public Safety, also known as CryWolf, has administered the Police Department's false alarm reduction program since 2011, using data from the department's computer-aided dispatch system and their proprietary software. The cost of the one-year agreement will not exceed \$85,000.00 and is budgeted for in the FY2017-18 approved budget. Staff requests authorization for two additional one-year renewals of the service agreement provided that its respective budget is approved by the City Council, until the contract expires, or until City staff determines that continuing with the same vendor is not in the City's best interest.

CC #: 8881

File #: 0323

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

- 7.6. Medical Supplies and Advanced Life Support Drugs - Purchase Order Renewal
Memo from Division Chief David Dolson and Fire Chief Rick Bartee recommending Council adopt RESOLUTION NO. 17-492 APPROVING A PURCHASE ORDER WITH LIFE-ASSIST, INC. Staff requests Council approve the renewal of existing purchase orders for advanced life support (ALS), basic life support medical supplies, and ALS drugs from Life-Assist, Inc. utilizing Sacramento Metropolitan Fire District awarded contract. The estimated cost of the purchases is approximately \$39,000.00 per year but may increase due to fluctuating supply costs. The total cost is not to exceed \$225,000.00 for the term of the contract.

CC #: 8913

File #: 0203-12

CONTACT: David Dolson 916-774-5807 ddolson@roseville.ca.us

- 7.7. Vehicle Purchase

Memo from Fleet Manager Brian Craighead and Central Services Director Paul Diefenbach recommending Council authorize two purchase orders to 72 Hour LLC dba National Auto Fleet Group for one Dodge Caravan and one Ford Escape utilizing National Joint Powers Alliance contract #120716-NAF. The total cost of one Dodge Caravan is \$28,385.32. The total cost of one Ford Escape is \$24,932.92. Funding for these two vehicles is included in the FY2017-18 Auto Replacement budget.

CC #: 8914

File #: 0203-01

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

7.8. Flooring Services - Service Agreement Renewal

Memo from Facility Manager Dan Allen and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-490 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN CITY OF ROSEVILLE AND SIMAS FLOORING & DESIGN COMPANY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1808034). This is a request of Council to approve a service agreement renewal for flooring services. The total value of this service agreement is \$150,000.00. Funding is included in the FY2017-18 and proposed FY2018-19 Building Maintenance and Facilities Rehabilitation budgets. Staff requests authorization to utilize the optional renewal years of the bid contract provided that the budget is approved, 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.

CC #: 8904

File #: 0203-04

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

7.9. Telecommunication System - Service Agreement

Memo from Network Infrastructure Program Manager Matt Donaldson and Chief Information Officer Hong Sae recommending Council adopt RESOLUTION NO. 17-471 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND ALTURA COMMUNICATION SOLUTIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1804311). The service agreement with Altura Communication Solutions provides for software support and upgrades, hardware maintenance and replacements, and 24x7 remote monitoring services for the City's telecommunication system. The total cost of this agreement will be no more than \$125,000.00. Funding will come from the FY2017-18 Information Technology Internal Service Fund budget.

CC #: 8884

File #: 0203-06

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

Resolutions

7.10. Fiddymment Ranch - Phase 2 Village F-8C Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-486 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SIGNATURE MANAGEMENT COMPANY, INC, AND ATC REALTY ONE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Fiddymment Ranch - Phase 2 Village F-8C 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 88 residential lots and 3 landscape lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 8900

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

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

7.11. Fiddymment Ranch - Phase 2 Village F-8D - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-487 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SIGNATURE MANAGEMENT COMPANY, INC, AND ATC REALTY ONE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Fiddymment Ranch - Phase 2 Village F-8D 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 38 residential lots, 1 landscape lot and 1 lot for open space. The actions requested have no fiscal impact to the City's General Fund.

CC #: 8901

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

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

7.12. Fiddymment Ranch - Phase 2 Village F-9C Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-488 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SIGNATURE MANAGEMENT COMPANY, INC, AND ATC REALTY ONE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Fiddymment Ranch - Phase 2 Village F-9C 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 83 residential lots and 4 landscape lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 8902

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

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

7.13. Fiddymment Ranch - Phase 2 Village F-9D Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-489 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SIGNATURE MANAGEMENT COMPANY, INC, AND ATC REALTY ONE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Fiddymment Ranch - Phase 2 Village F-9D 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 40 residential lots and 1 lot for open space. The actions requested have no fiscal impact to the City's General Fund.

CC #: 8903

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

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

7.14. Placer Indoor Sports and Events Center - Memorandum of Understanding

Memo from Assistant City Manager Dominick Casey and City Manager Rob Jensen recommending Council adopt RESOLUTION NO. 17-493 APPROVING A MEMORANDUM OF UNDERSTANDING AMONG THE CITY OF ROSEVILLE, THE COUNTY OF PLACER, PLACER VALLEY TOURISM, AND PLACER VALLEY SPORTS COMPLEX ON THE PROPOSED PLACER INDOOR SPORTS AND EVENT CENTER, AND THE CITY OF ROSEVILLE AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This Memorandum of Understanding with Placer Valley Tourism relates to the renovation, operations, and potential construction on the Placer County Fairgrounds. The action requested has no fiscal impact to the City's General Fund.

CC #: 8915

File #: 0704

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

7.15. Permit Parking - Mariposa Street and Orchid Court

Memo from Assistant Engineer Ted Treleven and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-478 RELATING TO PERMIT PARKING AREAS AND REPEALING RESOLUTION NO. 16-437. Staff recommends designating residential permit parking on Mariposa Street between Coronado Avenue and Tahoe Avenue from 8 AM to 3 PM on weekdays and the removal of permit parking on Orchid Court. The cost of installing the permit parking signs is included in the Street Division's approved FY2017-18 operating budget.

CC #: 8894

File #: 0316-03

CONTACT: Ted Treleven 916-774-5344 ttreleven@roseville.ca.us

7.16. Sunrise Avenue and Douglas Boulevard Widening Project - Reimbursement Agreement

Memo from Assistant Engineer Jeffrey Hendrix and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-475 APPROVING A CITY/DEVELOPER REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND JOHN L. SULLIVAN FAMILY LTD. PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The public improvements proposed to be constructed are

estimated to be valued at \$667,169.42. By entering into a Reimbursement Agreement, the property owner will be eligible to request full reimbursement for all work associated with the project once the work is deemed complete and accepted by the City. This reimbursement will be provided through the collection of Traffic Mitigation Funds, therefore this action has no impact to the City's General Fund.

CC #: 8887

File #: 1008 & 0900-04-02

CONTACT: Jeffrey Hendrix 916-774-5463 jhendrix@roseville.ca.us

7.17. Waltrip Jr. Park - Park Development Agreement Amendment

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-484 APPROVING A SECOND AMENDMENT TO PARK DEVELOPMENT AGREEMENT WALTRIP JR. (FORMERLY SSP-56) PARK SITE IMPROVEMENTS, BY AND BETWEEN THE CITY OF ROSEVILLE AND ELLIOTT HOMES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a second amendment to Waltrip Jr. (Formerly SSP-56) park site improvements agreement, increasing reimbursement amount paid to Elliot Homes by \$102,808.00 to cover additional expenses that were not included in the original agreement. The expenses include permits, inspection, and plan review or geotechnical services, which are typically included in other turn-key capital projects. The total reimbursement amount is \$308,150.00, and will be combined with applied park development credits to cover the entire project cost. Funds will be used from the Stoneridge Neighborhood Park Fund. There is no fiscal impact to the General Fund.

CC #: 8897

File #: 0704

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

7.18. Street Closure Request - Commitment Day Fun Run - January 1, 2018

Memo from Community Relations Analyst Jamie Hazen and Parks, Recreation & Libraries Director Dion Louthan recommending adopt RESOLUTION NO. 17-474 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND LIFETIME FITNESS AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Street closures include the following streets and lanes on Monday, January 1, 2018 from 8:30 - 11:30 a.m.: Stone Canyon Drive between the residential gate of the Stoneridge subdivision and East Roseville Parkway; and westbound lanes two and three from Alexandra Drive to the Lifetime Fitness business entrance on East Roseville Parkway for the Commitment Day Fun Run organized by Lifetime Fitness. All costs associated with this event for City services will be reimbursed by Lifetime Fitness.

CC #: 8886

File #: 0109-02

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

7.19. Retail Electric Energy Services Agreements with Local School Districts

Memo from Energy Services Account Representative Bill Chaplin and Electric Utility Director Michele Bertolino recommending Council adopt RESOLUTION NO. 17-479 APPROVING A RETAIL ELECTRIC ENERGY SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-480 APPROVING A RETAIL ELECTRIC ENERGY SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND DRY CREEK JOINT ELEMENTARY SCHOOL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-481 APPROVING A RETAIL ELECTRIC ENERGY SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND EUREKA UNION SCHOOL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-482 APPROVING A RETAIL ELECTRIC ENERGY SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE CITY SCHOOL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests the renewal of the Electric Utility Services Agreements with local school districts, for a term of five years. The four contracts will continue joint energy services planning between the City and the school districts and provide a combined \$150,000.00 per year in energy savings for the school districts. Funds for these services are included in the electric utility's operating budget and rate cases.

CC #: 8895

File #: 0800-03

CONTACT: Bill Chaplin 916-774-5605 wchaplin@roseville.ca.us

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

7.20. Traffic Mitigation Fund Budget Adjustment

Memo from City Engineer Marc Stout and Development Services Director Kevin Payne recommending Council adopt ORDINANCE NO. 5892 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This is a request to transfer budgeted FY18 Traffic Mitigation Funds in the amount of \$1,500,000.00 into the Developer Reimbursement Account. This will ensure the funding is available to reimburse private developers who construct infrastructure with their projects that is identified in the City's Capital Improvement Program and is eligible for reimbursement via Traffic Mitigation Fees. These funds are available in the City's Traffic Mitigation Fund and does not have any impact on the General Fund.

CC #: 8889

File #: 0215-06 & 0201-01

CONTACT: Marc Stout 916-774-5482 mstout@roseville.ca.us

7.21. Special Financing Districts Fee Schedule - Professional Services Agreement and Budget Adjustment

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION 17-477 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND CLEARSOURCE FINANCIAL CONSULTING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5895 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff is requesting approval of a professional services agreement with ClearSource Financial Consulting in the amount of \$18,600.00 to develop a fee schedule for developer use during future special financing districts formations. A budget adjustment is also requested to transfer the necessary funds from the Pooled Unit Park Transfer Fund to the Park Development Operations budget to fully fund the project. There is no net impact to the General Fund.

CC #: 8892

File #: 0704 & 0206-03 & 0201-01

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

7.22. Capital Improvement Projects Carry Forward - Budget Adjustment

Memo from Budget Analyst Valerie DePeel and Finance Director Dennis Kauffman recommending Council adopt ORDINANCE NO. 5894 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The budget adjustment lists Capital Improvement Projects and associated transfers and revenues that were approved by City Council prior to June 30, 2017. These projects are ongoing, requiring the unspent budget balances in the FY2016-17 budget to be brought forward to the current fiscal year's budget (FY2017-18). This budget adjustment has no fiscal impact.

CC#: 8891

File#: 0201-01

CONTACT: Valerie DePeel 916-774-5208 vdepeel@roseville.ca.us

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

Reports / Requests

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

Memo from Housing Analyst Suzanne Acrell and Economic Development

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

CC #: 8893

File #: 0709-02-01

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

Ceremonial Documents

7.24. Resolution of Commendation and Appreciation to Carol Armour

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

CC #: 8905

File #: 0102-10

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

7.25. Resolution of Commendation and Appreciation to Jeanne Aujay

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

CC #: 8917

File #: 0102-10

CONTACT: Marissa Ramos 916-774-5266 mramos@roseville.ca.us

7.26. Resolution of Commendation and Appreciation to Patrick Grass

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

CC #: 8906

File #: 0102-10

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

7.27. Resolution of Commendation and Appreciation to Steven Lindbeck

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

CC #: 8907

File #: 0102-10

CONTACT: Marissa Ramos 916-774-5266 mramos@roseville.ca.us

7.28. Resolution of Commendation and Appreciation to Jay Warren

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

CC #: 8908

File #: 0102-10

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

END OF CONSENT CALENDAR

8. ORDINANCES

8.1. Village Center Park - Budget Adjustment

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt ORDINANCE NO. 5893 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests approval of a budget adjustment of \$2,200,000.00 for the design and construction of the Village Center Park, located between Pleasant Grove Boulevard and Mayhew Drive in West Roseville. Based on the original West Roseville Financing Plan, 60% of the estimated funding is provided by the West Roseville City-wide Park Fund and the remaining 40% from the West Roseville Neighborhood Park Fund. New fees applied to the rezone project will be directed toward the Village Center Park, thus bringing the total allocation for the design and construction of the project to \$2,200,000.00. Maintenance for the park is funded through the West Roseville Community Facilities District for Service. There is no General Fund impact for this project.

CC #: 8890

File #: 0201-01 & 0704-01

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

9. SPECIAL REQUESTS/REPORTS/PRESENTATION

9.1. North Central Roseville Community Facilities District No. 1 - Project Prioritization

Memo from Assistant Engineer Noah Siviglia and Public Works Director Rhon Herndon with a presentation on North Central Roseville Community Facilities District No. 1 Project prioritization. Staff recommends Council approve the recommended project prioritization for the use of funds from the North Central Roseville Specific Plan Community Facilities District (NCCFD) or provide an alternative project prioritization. As the NCCFD reaches its sunset date by the end of this year, any remaining funds within the NCCFD must either be budgeted for eligible projects or refunded to District property owners. Staff has identified several needed improvements within the NCCFD and have provided a preliminary priority to each based upon staff's estimation of value to the community. The remaining account balance in the NCCFD is \$5,828,030.94.

Staff proposes to fund needed improvements within the boundary of the district based upon available funding and the Council approved prioritization list. Staff will return to Council later this calendar year with budget adjustment requests to fund the highest priority projects.

CC #: 8845

File #: 0800-04

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

9.2. Roadway System Capital Improvements Project Sensitivity Analysis

Presentation from Engineering Manager Chris Kraft and Development Services Director Kevin Payne on the findings of the roadway sensitivity analysis, and the Roadway System Capital Improvement Program (CIP) Five-year Sensitivity Analysis as described in the November 6, 2017 DKS Associates Memorandum. Staff is to prioritize and budget for the construction of CIP improvements as identified, and to come back to Council with a budget adjustment to construct an emergency access road on Phillip Road. This action addresses improvements that are funded through the City's Traffic Mitigation Fee program and a future budget request to Council for improvements to Phillip Road, as such, this request has no impact to the City's General Fund.

CC #: 8898

File #: 0800-06 & 0102-11

CONTACT: Chris Kraft 916-774-5373 ckraft@roseville.ca.us

Scott Gandler 916-774-5439 sgandler@roseville.ca.us

10. PUBLIC HEARING

NOTICE TO THE PUBLIC

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

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

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

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

10.1. Tax and Equity Fiscal Responsibility Act Hearing for Conduit Financing for John

Adams Academies, Inc.

Memo from Administrative Analyst Jeannine Thrash and Finance Director Dennis Kauffman recommending Council adopt RESOLUTION NO. 17-476 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$6,000,000 FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION, EXPANSION AND IMPROVEMENT OF EDUCATIONAL FACILITIES TO BE OWNED AND/OR OPERATED BY JOHN ADAMS ACADEMIES, INC., AND CERTAIN OTHER MATTERS RELATING THERETO. John Adams Academies, Inc. requested that the California Municipal Finance Authority (CMFA) serve as the municipal issuer of the bonds in an aggregate principal amount not to exceed \$6,000,000. In order for all or a portion of the bonds to qualify as tax-exempt bonds, the City must conduct a public hearing (the "TEFRA Hearing") providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the project. Participation by the City in the CMFA will not impact the City's appropriations limits and will not constitute any type of indebtedness by the City.

CC #: 8888

File #: 0110

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

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

10.2.Sierra Vista Specific Plan Federico Parcels - General Plan Amendment, Development Agreement Amendment, Specific Plan Amendment, and Rezone

Memo from Associate Planner Gina McColl and Development Services Director Kevin Payne recommending Council CONSIDER THE ADDENDUM TO THE SIERRA VISTA SPECIFIC PLAN (SVSP) EIR; and adopt RESOLUTION NO. 17-494 AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATIONS ON CERTAIN PROPERTY IN THE CITY OF ROSEVILLE; and adopt the five (5) findings of fact and introduce for first reading ORDINANCE ADOPTING THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTPARK SIERRA VISTA, LLC, AS ASSIGNEE OF WESTPARK FEDERICO, LLC, MOURIER INVESTMENTS, LLC, AND FEDERICO-TYLER FAMILY LIMITED PARTNERSHIP AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-495 AMENDING THE GENERAL PLAN TO CHANGE TABLES AND FIGURES WITHIN THE LAND USE ELEMENT, OPEN SPACE & CONSERVATION ELEMENT, PARKS & RECREATION ELEMENT, AND SAFETY ELEMENT RELATED TO RECONFIGURATION OF LARGE LOT PARCELS AND ADJUSTMENTS TO THE LAND USE ACREAGE WITH THE SIERRA VISTA SPECIFIC PLAN; and adopt RESOLUTION NO. 17-496 AMENDING THE TEXT OF THE SIERRA VISTA SPECIFIC PLAN FOR THE SIERRA VISTA SPECIFIC PLAN FEDERICO PROJECT; and 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 CITY OF ROSEVILLE; and authorize the City Clerk's Office to replace the legal description attached to the First Development Agreement Amendment after recordation of the final map. The applicant requests approval of a General Plan Amendment, Specific Plan Amendment, Development Agreement Amendment, and Rezone to allow for a reconfiguration of parcels and changes in land use and zoning for the SVSP Federico Parcels. The resulting zoning and land use would increase the acreage dedicated to Low Density Residential, while reducing the acreage dedicated to Medium Density Residential and Public/Quasi-Public land uses. This action has no significant impacts to the City's General Fund.

CC #: 8916

File #: 0400-04-12-1 & 0400-04-12-2 & 0400-03

CONTACT: Gina McColl 916-774-5452 gmccoll@roseville.ca.us

10.3. Broadstone Senior Apartments and Holden Assisted Living Project - Fee Deferrals

The Public Hearing has been continued to the meeting of December 20, 2017.

CC #: 8885

File #: 0215-07

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

11. COUNCIL / STAFF / REPORTS/ COMMENTS

12. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 8910
File #: 0102-03

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

Meeting Date: 12/6/2017
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Approve the Minutes of the October 10, 2017 Special City Council Meeting, October 18, 2017 City Council Meeting, and November 1, 2017 City Closed Session/City Council Meeting.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:

Description

October 10, 2017 Minutes

October 18, 2017 Minutes

November 1, 2017 Minutes



MINUTES
October 10, 2017

SPECIAL CITY COUNCIL MEETING
5:30 p.m.
City Council Chambers
311 Vernon Street
Roseville, California

1. CALL TO ORDER

Mayor Susan Rohan called the October 10, 2017 Special City Council Meeting to order at 5:30 p.m.

2. ROLL CALL

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

Present: Gore, Alvord, Herman, Allard, Rohan

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Maverick Dillon, Boy Scout Troop 121.

4. MEETING PROCEDURES

Mayor Susan Rohan announced the procedures for addressing Council.

5. PUBLIC COMMENTS

No public comment received.

6. SPECIAL REQUESTS/REPORTS/PRESENTATION

6.1. Request for the City of Roseville to Participate in Greater Sacramento's Regional Reponse to Amazon H2Q RFP

Memo from Economic Development Manager Laura Matteoli and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 17-433 APPROVING A PARTNERSHIP WITH GREATER SACRAMENTO ECONOMIC COUNCIL FOR A REGIONAL RESPONSE TO THE AMAZON HQ2 REQUEST FOR PROPOSAL AND AUTHORIZING STAFF TO OFFER INCENTIVES. Staff proposes that the City participate with Greater Sacramento Economic Council to include two City of Roseville owned sites in their regional response to the Amazon HQ2 Request for Proposals; and Authorize City staff to offer the following incentives: 1) free or reduced land costs; and 2) expedited permit, plan check and inspection processing timeframes.

CC #: 8810

File #: 0110

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

Economic Development Manager Laura Matteoli made the presentation to Council.

Neal Best, Vice President of Business Development for the Greater Sacramento Economic Council - spoke in support of partnership.

Motion by Tim Herman, seconded by Scott Alvord, to adopt RESOLUTION NO. 17-433 APPROVING A PARTNERSHIP WITH GREATER SACRAMENTO ECONOMIC COUNCIL FOR A REGIONAL RESPONSE TO THE AMAZON HQ2 REQUEST FOR PROPOSAL AND AUTHORIZING STAFF TO OFFER INCENTIVES (free or reduced land costs and expedited permit, plan check and inspection processing timeframes). The Motion Passed.

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

7. COUNCIL / STAFF / REPORTS/ COMMENTS

No Council / Staff / Reports or Comments.

8. ADJOURNMENT

Motion by Tim Herman, seconded by John Allard, to adjourn the meeting at 5:55 p.m. The Motion Passed.

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

Susan Rohan, Mayor

Sonia Orozco, City Clerk



MINUTES

October 18, 2017

CITY COUNCIL MEETING

7:00 p.m.

City Council Chambers 311
Vernon Street Roseville,
California

1. CALL TO ORDER

Mayor Susam Rohan called the October 18, 2017 City Council meeting to order at 7:00 p.m.

2. ROLL CALL

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

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

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember John Allard.

4. MEETING PROCEDURES

City Clerk Sonia Orozco announced the procedures for addressing Council.

5. PRESENTATIONS

5.1. U.S. Resiliency Council Plaque Presentation

Presentation by Thomas Ketron, Director of Marketing at Clark Pacific of a plaque

from the U.S. Resiliency Council to the City of Roseville.

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

Development Services Manager Mike Isom made the presentation to Council.

Thomas Ketron - Clark Pacific Director of Marketing, continued the presentation to Council.

Ryan Kersting and Brian Reil - representing Buehler and Buehler, spoke in support of the recognition.

5.2. Resolution of Congratulations to Roseville Coalition of Neighborhood Associations

Roseville Coalition of Neighborhood Associations be commended for their outstanding service and dedication to the City of Roseville, and congratulated on its 20th anniversary.

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

Mayor Susan Rohan made the presentation to Werner Kuehn - President of the Roseville Coalition of Neighborhood Associations Executive Board, along with other members representing the board.

6. PUBLIC COMMENTS

Loren Cook - President of the Fiddymment Farms Neighborhood Association, spoke on petition submitted on behalf of the Westpark/Fiddymment Farms neighborhoods requesting the immediate extension and completion of Blue Oaks Boulevard citing concerns with emergency response times.

Drew Morrison - spoke on public safety and the shooting tragedy in Las Vegas and on concerns regarding mental health.

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Motion by Tim Herman, seconded by John Allard, to drop item #7.12 to be re-listed at a future meeting, and the remaining items be approved as recommended. The Motion Passed.

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

Absent: Gore

Bids / Purchases / Services

7.1. Vehicle Purchases

Memo from Fleet Manager Brian Craighead and Central Services Director Paul Diefenbach recommending Council authorize a purchase order to Ron Du Pratt Ford, Inc. for two Ford F350 trucks with utility bodies utilizing RFQ 01-3141; and authorize a purchase order to Holt of California for one Caterpillar (CAT) 308E2 excavator utilizing National Joint Powers Alliance contract #032515-CAT. The total cost of two Ford F350 trucks with utility bodies is \$111,925.62. The total cost of one CAT 308E2 excavator is \$130,970.44. Funding for these vehicles is included in the FY2017-18 Auto Replacement Budget.

CC #: 8823

File #: 0203-01

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

7.2. Electric Substation Bushings – Sole Source Purchase Order

Memo from Electric Operations Manager Jason Grace and Electric Utility Director Michelle Bertolino recommending Council authorize a sole source purchase order with ABB Inc. through its sole authorized distributor in California, Pacific Utilities Supply Company, to provide Electric substation bushings. Total cost of the purchase order is for \$82,239.30. Funding is available in the FY2017-18 Electric Operations Budget.

CC #: 8816

File #: 0203-07

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

7.3. 2017 Dry Creek Wastewater Treatment Plant Roof Rehabilitation Project - Budget Adjustment and Construction Contract

Memo from Associate Engineer Edward Winston and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-435 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND MADSEN ROOFING & WATERPROOFING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5876 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests Council award a construction contract to Madsen Roofing & Waterproofing, Inc. in the amount of \$112,511.00 for the 2017 Dry Creek Wastewater Treatment Plant (DCWWTP) Roof Rehabilitation Project, and authorize the Environmental Utilities Director, or his designee, to approve change orders by no more than 10% or \$11,251.10. A budget adjustment in the amount of \$30,000.00 is also requested to transfer Wastewater Rehabilitation funds to the 2017 DCWWTP Roof Rehabilitation Project budget. The scope of the project includes replacement of the single ply roof system on two plant process buildings

and to provide weatherproof coatings to roof parapet walls for three additional process buildings. The total project budget of \$145,000.00 will be funded by the Wastewater Rehabilitation Fund and the South Placer Wastewater Authority (SPWA) partner agencies. Sufficient funds are available within the Wastewater Rehabilitation Fund to pay Roseville's cost share of 63.08% (\$91,466.00).

CC #: 8812

File #: 0900-02-02-1 & 0201-01

CONTACT: Edward Winston 916-774-5432 ewinston@roseville.ca.us

7.4. Painting Services (RFQ 01-3142) – Reject All Bids

Memo from Buyer Tiffany Valdez and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-437 REJECTING ALL BIDS FOR PAINTING SERVICES. Staff recommends that all bids received for RFQ 01-3142 for painting services be rejected. The Building Maintenance Division solicited bids for the materials and labor to paint the Civic Center, the Police Department and the Maidu Community Center. The bids exceed the Facility Rehabilitation Project's available budget. Building Maintenance staff will revise the specifications and re-issue a new bid at a later date. There is no fiscal impact at this time, since there will be no contract award.

CC #: 8820

File #: 0203-21

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

Resolutions

7.5. North American Electric Reliability Corporation Critical Infrastructure Protection Assistance - Professional Services Agreement

Memo from Electric Compliance Analyst Jamie Johnson and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-442 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND GRID SUBJECT MATTER EXPERTS, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item is requesting approval for a Professional Services Agreement with Grid Subject Matter Experts for assistance to Roseville Electric in compliance with North American Electric Reliability Corporation and Western Electricity Coordinating Council Critical Infrastructure Protection Reliability Standards. Total cost of the agreement is a not to exceed \$214,000.00 through the end of calendar year 2020. \$40,000.00 of funding is included in the Electric Compliance Budget for the remainder of FY2017-18. Continuation of services provided by the professional services agreement beyond the current budget year are contingent upon approval of future budgets.

CC #: 8826

File #: 0800-03

CONTACT: Jamie Johnson 916-746-1687 jjohnson@roseville.ca.us

7.6. Electric Vehicle Charging Impact Study - Professional Services Agreement

Memo from Electric Customer Programs Supervisor David Bradford and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-444 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND AECOM TECHNICAL SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item authorizes the City Manager to execute a service agreement with AECOM Technical Consulting Services, Inc. to assess the future impacts of electric vehicle charging on the electric utility. The agreement is not to exceed \$80,000.00. Funding for this study was approved in the Electric Utility's FY2017-18 budget.

CC #: 8834

File #: 0800-03

CONTACT: David Bradford 916-746-1672 dbradford@roseville.ca.us

7.7. Pre-Qualifications Procedure for Certain Parks, Recreation & Libraries 2018 Projects

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-438 APPROVING THE PRE-QUALIFICATIONS PROCEDURE FOR CERTAIN PARKS, RECREATION & LIBRARIES PROJECTS AND APPROVING THE ADMINISTRATIVE HEARING PROCESS FOR APPEALS. In order to address multiple concerns in administering the construction of parks projects staff believes it would be best to pre-qualify all contractors and specific sub-contracting trades seeking to bid park projects slated for 2018. There is no direct fiscal impact from approving the pre-qualification and appeals process.

CC #: 8821

File #: 0704

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

7.8. Kennel Lease - Ninth Amendment to Lease and Operating Agreement

Memo from Administrative Analyst II Rodney Funke and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-443 APPROVING A NINTH AMENDMENT TO AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND EARL WOOD, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This will extend the current lease for a period of two years. Revenue from this property will be \$60,000.00 over the two year period and is included in the General Fund Property Management for FY2017-18 budget.

CC #: 8830

File #: 1006-01

CONTACT: Rodney Funke 916-774-5561 RFunke@roseville.ca.us

7.9. Meter Reading Services - Third Amendment to Professional Services Agreement

Memo from Assistant Utility Director Philip McAvoy and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-434 APPROVING A THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND TRIMARK ASSOCIATES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval to extend a professional services agreement with Trimark Associates, Inc. for meter reading services for large business and industrial meters. Total cost of the three-year extension is not to exceed \$150,000.00. Existing electric utility budget is expected to cover service costs for the remainder of FY2017-18. Funding for services beyond FY2017-18 are subject to future City Council approval of the Electric department's budget.

CC #: 8811

File #: 0800-03

CONTACT: Philip McAvoy 916-774-5689 pmcavoy@roseville.ca.us

7.10. Street Closure Request - Family Fun Night - October 26, 2017

Memo from Community Relations Analyst Jamie Hazen and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-439 APPROVING AN AGREEMENT BY AND 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. Street closures included are S. Grant between Oak Street and Atlantic Street; and Vernon Street between Lincoln Street and Taylor Street. The closure times will be October 26, 2017, 2:30 p.m. - 9:30 p.m. In support of the Downtown Roseville Merchants Association, the City is waiving the fees for street closures and rental fees for the Vernon Street Town Square.

CC #: 8822

File #: 0109-02

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

7.11. Advanced Metering Infrastructure Consulting - Professional Services Agreement Amendment

Memo from Assistant Utility Director Philip McAvoy and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-436 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND UTILIWORKS CONSULTING, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of an amendment to the professional services agreement with UtiliWorks Consulting, LLC to provide consulting support for the Advanced Metering Infrastructure (AMI) project. This amendment will increase the contract amount by \$39,960.00 for a total contract value not to exceed \$208,800.00. Funding is available in the FY2017-18 Electric and Environmental Utilities AMI capital improvement projects.

CC #: 8813

File #: 0800-03

CONTACT: Philip McAvoy 916-774-5689 pmcavoy@roseville.ca.us

Ordinances (for introduction and first reading)

7.12. Municipal Code Amendment - Recycled Water

Memo from Wastewater Utility Manager Kenneth Glotzbach and Environmental Utilities Director Richard Plecker recommending Council introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 14.17.120 OF CHAPTER 14.17 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING RECYCLED WATER. Staff are developing a recycled water wholesale program to provide recycled water to other agencies for retail sale outside the City of Roseville but within the South Placer Wastewater Authority service area. Presently, the Roseville Municipal Code prohibits all resale of recycled water. In order to enter into a wholesale agreement, section 14.17.120 of the municipal code must be changed to permit resale once the City Council has approved a wholesale agreement. There is no fiscal impact resulting from this action.

CC #: 8817

File #: 0800-02

CONTACT: Kenneth Glotzbach 916-774-5754 kglotzbach@roseville.ca.us

Item dropped from the agenda to be re-listed at future date.

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

7.13. Dry Creek Greenway West Multi-use Trail Planning and Feasibility Study - Agreements and Budget Adjustment

Memo from Administrative Analyst Jeannie Gandler and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-445 APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND DOKKEN ENGINEERING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; adopt RESOLUTION NO. 17-446 APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND THE RAILS TO TRAILS CONSERVANCY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; adopt RESOLUTION NO. 17-447 APPROVING A SUBRECIPIENT AGREEMENT BETWEEN PLACER COUNTY TRANSPORTATION PLANNING AGENCY AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL RELATED FORMS ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5880 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Dry Creek Greenway West Trail is

identified in the Bicycle Master Plan as a Class I shared use bikeway that would run alongside Dry Creek between Riverside Avenue in the City of Roseville and Cook-Riolo Road in Placer County. The professional services agreement with Dokken Engineering for the preparation of the Dry Creek Greenway West Planning & Feasibility Study is for a not-to-exceed amount of \$206,805.00. The professional services agreement with Rails to Trails Conservancy for the preparation of the Dry Creek Greenway West Planning & Feasibility Study is for a not-to-exceed amount of \$20,195.00. The subrecipient agreement with the Placer County Transportation Planning Agency (PCTPA) will reimburse the City from a FTA Section 5304 Sustainable Communities Transportation Planning (SCTP) grant for contract services with Dokken Engineering and Rails to Trails Conservancy. The budget adjustment allocates \$316,417.00 for the Dry Creek Greenway West Planning & Feasibility Study. SCTP funding (\$183,126.00) and Local Transportation Funds (\$133,291.00) will pay for the study. No general funds will be used.

CC #: 8837

File #: 0721-05 & 0201-01

CONTACT: Jeannie Gandler (916) 746-1289 jgandler@roseville.ca.us

7.14. Wastewater Interceptor Cleaning Project - Service Agreement and Budget Adjustment

Memo from Associate Engineer Edward Winston and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-440 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND NATIONAL PLANT SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5879 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests Council award a service agreement to National Plant Services, Inc. in the amount of \$208,401.50 for the Wastewater Interceptor Cleaning Project, and authorize the Environmental Utilities Director, or his designee, to approve change orders by no more than 10% or \$20,840.15. A budget adjustment in the amount of \$140,000.00 is also requested to transfer Wastewater Rehabilitation funds to the Wastewater Interceptor Cleaning Project budget. The scope of the project includes cleaning of approximately 5,600 linear feet of 21-inch to 66-inch diameter sewer interceptors and siphons. The project is funded by the Roseville Wastewater Rehabilitation Fund in the amount of \$131,459.67 (63.08%) and by the South Placer Wastewater Authority partner agencies in the amount of \$76,941.83 (36.92%).

CC #: 8824

File #: 0800-02 & 0201-01

CONTACT: Edward Winston 916-774-5432 ewinston@roseville.ca.us

7.15. Buckle Up Baby Program - Budget Adjustment

Memo from Administrative Assistant Natalie Rickman and Fire Chief Rick Bartee

recommending Council adopt ORDINANCE NO. 5877 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The budget adjustment will move \$20,000.00 from the Special Fund (Buckle Up Baby) to the Fire and Life Safety Temporary Salaries account for FY2017/18. This adjustment will cover the cost of salaries for the temporary part-time employee who administers the Buckle Up Baby program.

CC #: 8814

File #: 0201-01

CONTACT: Natalie Rickman 916-774-5897 nrickman@roseville.ca.us

Ordinances (for second reading and adoption)

7.16. Second Reading - Campaign Finance Ordinance Amendments

ORDINANCE NO. 5878 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SUBSECTION 2.60.040(C), SUBSECTIONS 2.60.065(C) AND (D), SECTION 2.60.070, SECTION 2.60.075, SECTION 2.60.080, AND SECTION 2.60.090 OF CHAPTER 2.60, AMENDING SUBSECTION 2.80.040(B)(4), SECTION 2.80.070, SECTION 2.80.080, AND SECTION 2.80.090 OF CHAPTER 2.80, AND AMENDING SECTION 2.90.010 OF CHAPTER 2.90 OF TITLE 2 OF THE ROSEVILLE MUNICIPAL CODE REGARDING CAMPAIGN FINANCE DISCLOSURE, for second reading and adoption.

CC #: 8829

File #: 0502

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

Reports / Requests

7.17. Out of State Travel - Fire Department

Memo from Assistant Fire Chief Greg James and Fire Chief Rick Bartee recommending Council approve out-of-state travel for Captain Kevin Cullison to attend the "Enhanced Procuring Personal Protective Equipment (PPE) Functionality for Chemical, Biological, Radiological and Nuclear (CBRN) Critical Incident Response" seminar in Elkton, Maryland at Gore's Elk Mills production plant November 1-3, 2017. The Roseville Fire Department contributes personnel to CA Task Force 7 Urban Search and Rescue Team (USAR CATF7). Information and training from this seminar will be used to aid in specifying and procuring Personal Protective Equipment (PPE) used in tactical, terrorism, and USAR responses nationally as well as in California and locally in Roseville. Total cost to the department is approximately \$1,062.00. Funds for this training are available in the FY2017/18 Fire Department budget. Tuition, travel, per diem, lodging, release time costs in the amount of \$4,053.00 will be covered by Federal Emergency Management Agency (FEMA) and Gore.

CC #: 8832

File #: 0600-02

CONTACT: Greg James 916-774-5806 gjames@roseville.ca.us

7.18. Out of State Travel - Information Technology Department

Memo from IT Analyst Karl Grover and Chief Information Officer Hong Sae recommending Council approve out-of-state travel to Dallas, Texas for (5) City employees spread across multiple trips to attend EF Johnson 800Mhz Radio training and testing purposes. Training class costs are included in the EF Johnson 800Mhz Radio contract authorized by the City Council on 7/5/2017 and estimated travel costs of \$25,000.00 are included in the project budget.

CC #: 8818

File #: 0600-02

CONTACT: Karl Grover 916-774-5145 kgrover@roseville.ca.us

7.19. Out of State Travel - Electric Department - Change

Memo from Administrative Technician Patrick Zanardelli and Electric Utility Director Michelle Bertolino recommending Council approve a change of an out-of-state travel request from Wisconsin to Florida, to allow Roseville Electric Engineering staff to attend the Principles of Substation Design & Construction training class offered by the University of Wisconsin. The originally scheduled October offering of this course in Wisconsin is full and seats for the February offering in Florida are still available. The estimated total cost of the training and travel \$3,500.00 is included in Roseville Electric Utility's FY2017/18 approved budget.

CC #: 8827

File #: 0600-02

CONTACT: Patrick Zanardelli 916-774-5673 pzanardelli@roseville.ca.us

Ceremonial Documents

7.20. Resolution of Commendation and Appreciation to Mark Murphy

Mark Murphy be commended for his 19 years of outstanding service and dedication to the City of Roseville, congratulated for his many accomplishments, and wished a long, healthy, and enjoyable life.

CC #: 8835

File #: 0102-10

CONTACT: Marissa Ramos 916-774-5266 mramos@roseville.ca.us

7.21. Proclamation - Small Business Saturday

Proclaim November 25, 2017 as Small Business Saturday and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

CC #: 8837

File #: 0102-06

CONTACT: Marissa Ramos 916-774-5266 mramos@roseville.ca.us

7.22. Proclamation - California Arbor Week

Proclaim November 3-10, 2017 as a week to celebrate California Arbor Week in the City of Roseville, and encourage all residents and businesses to join together, plant trees, and maintain their existing trees.

CC #: 8836

File #: 0102-06

CONTACT: Marissa Ramos 916-774-5266 mramos@roseville.ca.us

END OF CONSENT CALENDAR

8. RESOLUTIONS

8.1. Capitol Corridor Joint Powers Authority - Memorandum of Understanding

Memo from Associate Planner Lauren Hocker and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-441 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CAPITOL CORRIDOR JOINT POWERS AUTHORITY AND THE CITY OF ROSEVILLE AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Memorandum of Understanding (MOU) establishes the responsibilities of the Capitol Corridor Joint Powers Authority and the City regarding the implementation of the Capitol Corridor Third Track project and its impacts to City parking supply. Funding to-date for the parking study and other contract work committed to in this MOU has been provided through Transportation Funds and through Capital Corridor Joint Powers Authority Funds. There is no General Fund impact associated with this request.

CC #: 8825

File #: 0800-06

CONTACT: Lauren Hocker 916-774-7252 lhocker@roseville.ca.us

Development Services Director Kevin Payne made the presentation to Council.

Associate Planner Lauren Hocker continued the presentation to Council.

Celia McAdam - Executive Director of the Placer County Transportation Planning Agency, spoke in support and on efforts to bring addition trains to Roseville.

Jim Allison - Manager of Planning for the Capitol Corridor Joint Powers Authority, spoke in support and on continued progress working in partnership with Union Pacific.

Motion by Tim Herman, seconded by Susan Rohan, to adopt RESOLUTION NO. 17-441 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CAPITOL CORRIDOR JOINT POWERS AUTHORITY AND THE CITY OF ROSEVILLE 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. Historic Old Town Parking Study

Memo from Associate Planner Lauren Hocker and Development Services Director Kevin Payne with an informational item on pending and future projects within Historic Old Town, and the effects of these projects on parking. Staff is requesting Council to provide feedback and direction on parking options outlined in the parking study. There is no fiscal impact.

CC #: 8819

File #: 0800-06 & 0102-11

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

Development Services Director Kevin Payne made the presentation to Council.

Associate Planner Lauren Hocker continued the presentation to Council.

Mayor Susan Rohan entered letter received from Richard Ryan into the record.

Ardie Zahedani - Division President of St. Anton Communities, spoke in support of building workforce housing and urged Council to not use proposed development location for parking.

For information only. No action required.

9.2. Update on Homeless Services and Strategy to Reduce Homelessness

Memo from Housing Manager Danielle Foster and Economic Development Director Chris Robles with a presentation on the City's strategic approach to evaluate the needs of our homeless community and provide a response that includes enforcement and offers individuals and families who are homeless access to support and services, including safe shelter, food, health and counseling services, education, and employment services aimed at preparing individuals and families to regain permanent housing, jobs, stability, and a path forward towards self-sufficiency.

CC #: 8831

File #: 0709-05 & 0102-11

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

Housing Manager Danielle Foster made the presentation to Council.

Police Social Services Administrator Bridgette Dean continued the presentation to Council.

Bruce Houdeshelt - thanked Council for compassionate approach to the homeless population.

Will Taylor - Advocate for the Placer Consortium on Homelessness, spoke in support of the Roseville Homeless Response team.

Margo Ezell, representing What Would Jesus Do, spoke in support of strategy.

Keith Diederich, representing the Gathering Inn, spoke in support of collaboration.

For Information only. No action required.

9.3. Content Management Replacement & Website Redesign Project Update

Memo from Business Systems Analyst II Morgan Flowers and Chief Information Officer Hong Sae with a presentation that will briefly cover the City's new website which is expected to go live in November. There is no new fiscal impact.

CC #: 8815

File #: 0800-05 & 0102-11

CONTACT: Morgan Flowers 916-774-5157 mflowers@roseville.ca.us

Senior Business Systems Analyst Angela Bal made the presentation to Council.

Business Systems Analyst Morgan Flowers continued the presentation to Council.

For information only. No action required.

10. **COUNCIL / STAFF / REPORTS/ COMMENTS**

Placer County Flood Control and Water Conservation District - Councilmember Scott Alvord reported on meeting attendance.

Wednesdays on Tap - Councilmember Scott Alvord spoke to success of event.

Amazon Q2 Press Conference - Mayor Susan Rohan spoke on participation in partnership with the Greater Sacramento Economic Council.

Roseville State of the City Address - Mayor Susan Rohan thanked City Manager Rob Jensen for his participation.

11. **ADJOURNMENT**

Motion by Tim Herman, seconded by John Allard, to adjourn the meeting at 8:31

p.m. The Motion Passed.

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

Absent: Gore

Susan Rohan, Mayor

Sonia Orozco, City Clerk



MINUTES

November 1, 2017

CITY COUNCIL CLOSED SESSION

6:30 p.m.

CITY COUNCIL MEETING

7:00 p.m.

City Council Chambers

311 Vernon Street

Roseville, California

CLOSED SESSION

6:30 p.m.

- A. CLOSED SESSION CALL TO ORDER
- B. CLOSED SESSION ROLL CALL
- C. CLOSED SESSION PUBLIC COMMENTS
- D. CLOSED SESSION ITEM

1. Conference with Legal Counsel - Existing Litigation

Pursuant to California Government Code Section 54956.9(d)(1)

NCPA, City of Roseville, *et al.* v. United States

United States Court of Federal Claims; Case Number 14-817c-TCW

CONTACT: Robert Schmitt 916-774-5325 rschmitt@roseville.ca.us

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

1. CALL TO ORDER

Mayor Rohan called the November 1, 2017 City Council Meeting to order.

2. ROLL CALL

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

Present: Allard, Alvord, Herman, Gore, Rohan

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Susan Rohan.

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 approve all items as presented. The Motion Passed.

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

Bids / Purchases / Services

6.1. Power Plant Batteries - Sole Source Service Agreement Amendment

Memo from Power Generation Superintendent Matt Garner and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-453 APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND EXIDE TECHNOLOGIES DBA GNB INDUSTRIAL POWER, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (SA1703513). This is an amendment to service agreement SA1703513, to provide and replace the balance of plant batteries for the Roseville Energy Park. Total cost of the amendment is \$77,000.00, bringing the total service agreement from \$330,294.00 to \$407,294.00. Funding is included in the Electric Operations Fund budget for FY2017-18.

CC #: 8846

File #: 0203-07

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

6.2. Security Guard Services - Service Agreement Amendment

Memo from Facility Manager Dan Allen and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-451 APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN

CITY OF ROSEVILLE AND GREEN VALLEY SECURITY, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703065). Additional money is needed for security guard services at 405 Vernon Street parking garage through January 6th, 2018. The amendment will increase the total cost of the service agreement from \$174,000.00 to \$217,500.00. Funding for the service agreement amendment increase is included in the Facility Security Project budget.

CC #: 8841

File #: 0203-14

CONTACT: Dan Allen 916-774-5771 dallen@roseville.ca.us

Resolutions

6.3. Legal Services Agreement

Memo from Paralegal Gretchen Hakala and City Attorney Bob Schmitt recommending Council adopt RESOLUTION NO. 17-452 APPROVING A LEGAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MILLSTONE, PETERSON & WATTS, LLP AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The City requires outside legal services from time to time to advise, assist, and represent the City as co-council with the City Attorney with respect to litigation and transactional matters, particularly matters involving intellectual property and associated contracts. Legal services will be paid from the Electric Department's 2017-2018 operations budget.

CC #: 8842

File #: 0500-01

CONTACT: Gretchen Hakala 916-774-5325 ghakala@roseville.ca.us

6.4. Street Closure Request - 56th Annual Sylvia Besana Holiday Parade - November 18, 2017

Memo from Community Relations Analyst Jamie Hazen and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-448 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND DOWNTOWN ROSEVILLE PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is a request to approve street closures for the 56th Annual Sylvia Besana Holiday Parade on Saturday, November 18, 2017. Street closures included are S. Grant Street between Oak Street and Atlantic Street; Vernon Street between 6th Street and Lincoln Street; Pratt Street between Vernon Street and Oak Street; and Folsom Road between Vernon Street and the Roseville Square Shopping Center. The closure times will be 7:00 a.m. – 12:30 p.m. Costs associated with street closures for this event for City services will be reimbursed by the Downtown Roseville Partnership.

CC #: 8838

File #: 0109-02

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

6.5. Street Closure Request - Installation of City Christmas Tree - November 13, 2017

Memo from Community Relations Analyst Jamie Hazen and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-450 APPROVING THE CLOSING OF CERTAIN STREETS FOR THE INSTALLATION OF THE CITY CHRISTMAS TREE. The street closure will take place on November 13, 2017. The portion of the street to be closed is Vernon Street between S. Grant Street and E. Washington Boulevard between 7:00 a.m. – 12:00 p.m. Funding for the Christmas Tree and installation is included in the approved FY2017-18 Parks, Recreation & Libraries Department budget.

CC #: 8840

File #: 0109-02

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

6.6. Street Closure Request - Christmas Tree Lighting Event - November 30, 2017

Memo from Community Relations Analyst Jamie Hazen and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-449 APPROVING THE CLOSING OF CERTAIN STREETS FOR THE 2017 ANNUAL CHRISTMAS TREE LIGHTING CEREMONY. The street closure will take place on Thursday, November 30, 2017. Street closures included are Vernon Street between Taylor Street and E. Washington Boulevard and S. Grant Street between Oak Street and Atlantic Street. Street closure times will be 3:00 p.m. – 10:00 p.m. Council is also being requested to approve the closure of the ground floor of the parking garage on November 29 and 30, 2017 in the event of rain which would require the need to move the scheduled activities under shelter. The budget for the Tree Lighting event is \$23,917.00 with an expected vendor and sponsorship revenue amount of \$9,000.00. If the sponsorship and revenue goals are met, the budget for this event is a net \$14,317.00. This amount is included in the approved FY2017-18 Parks, Recreation & Libraries Department budget.

CC #: 8839

File #: 0109-02

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

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

6.7. Carry Forward of Open Contracts, Service Agreements, and Purchase Orders from Fiscal Year 2016-17 to Fiscal Year 2017-18 - Budget Adjustment

Memo from Budget Analyst Valerie DePeel, Budget Manager Kathy Cullen, and Finance Director Dennis Kauffman recommending Council adopt ORDINANCE NO. 5884 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Approval of this request will carry forward the unspent budget for approved activity from the previous fiscal year to the current fiscal year. As of June 30, 2017, the City retained multiple open contracts,

agreements, and purchase orders for expenses that were originally budgeted and planned for use in FY2016-17. The goods and/or services were received or ordered during FY2016-17, but have been or will be paid in FY2017-18. There is no fiscal impact.

CC #: 8850

File #: 0201-01

CONTACT: Valerie DePeel 916-774-5208 vdepeel@roseville.ca.us

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

6.8. Vehicle Purchase Budget Adjustment

Memo from Accountant Estela Roig and Director of Finance Dennis Kauffman recommending Council adopt ORDINANCE NO. 5882 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Assets purchased were budgeted in FY2017-18 and prepaid in advance in order to take advantage of an early payment discount. The transaction was reclassified for accounting purposes as a prepaid expense and the budget was not carried forward. The prepaid expense will be reversed and charged to an expense account once the vehicles are placed in service. There is no impact to the General Fund.

CC #: 8844

File #: 0201-01

CONTACT: Estela Roig 916-774-5380 eroig@roseville.ca.us

6.9. Community Facilities Districts True-Up to Levies - Budget Adjustment

Memo from Financial Analyst Vanessa Lieberman and Finance Director Dennis Kauffman recommending Council adopt ORDINANCE NO. 5881 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. After a review of all the City's Community Facility Districts (CFDs) and Landscaping and Lighting Districts (LLDs) fiscal year 2018 budgets, multiple items were identified as needing adjustments to true-up to the fiscal year 2018 levies that were submitted to Placer County. There are sufficient fund balances in all of the identified CFDs and LLDs to accommodate these requests. The impact of the budget adjustments on the General Fund is a net increase of \$60,628.00.

CC #: 8843

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

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

6.10. West Roseville Specific Plan Parcel W-81 Bike Trail Segment 2 - Reimbursement Agreement and Budget Adjustment

Memo from Administrative Analyst Jeannie Gandler and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-454

APPROVING A CITY/DEVELOPER REIMBURSEMENT AGREEMENT 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 adopt ORDINANCE NO. 5883 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The proposed action would authorize the City to reimburse KB Home Sacramento, Incorporated for construction of a half-mile long paved Class I multi-use trail within West Roseville Specific Plan (WRSP) Parcel W-81. The trail construction and reimbursement are required by the WRSP Development Agreement and the Westpark Phase 3 Parcel W-13 Subdivision's Conditions of Approval. The project is wholly funded through the WRSP Bike Trail Fee Program. General fund monies will not be used for this project.

CC #: 8847

File #: 1008 & 0721-05 & 0201-01

CONTACT: Jeannie Gandler 916-746-1289 jgandler@roseville.ca.us

Ceremonial Documents

6.11. Proclamation - Extra Mile Day

Proclaim November 1, 2017 as Extra Mile Day and urge individuals in the community to take time on this day to "go the extra mile" and to acknowledge those individuals who are inspirational in their commitment to making their organizations, families, communities, and the world a better place.

CC #: 8848

File #: 0102-06

CONTACT: Marissa Ramos 916-774-5266 mramos@roseville.ca.us

6.12. Resolution of Commendation and Appreciation to Richard "Dick" Chapman

Richard "Dick" Chapman be commended for his outstanding service and dedication to the City of Roseville, congratulated for his many accomplishments, and wished a long, healthy, and enjoyable retirement.

CC #: 8849

File #: 0102-10

CONTACT: Marissa Ramos 916-774-5266 mramos@roseville.ca.us

END OF CONSENT CALENDAR

7. RESOLUTIONS

7.1. Junction Crossing Project, 120 Pacific Street - Exclusive Right to Negotiate Agreement

Memo from Housing Analyst Trisha Isom and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 17-455 APPROVING AN EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ST. ANTON COMMUNITIES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item will allow staff to negotiate exclusively with St. Anton Communities on the development of 120 Pacific Street. This site includes a pre-designed project approved with the Roseville Downtown Specific Plan and Downtown Code. This proposal includes 80 affordable housing units and the associated parking spaces. No General Funds will be used for this project. The City Council, acting as Housing Successor to the Redevelopment Agency, previously approved Resolution 16-127 approving \$400,000.00 from the Low and Moderate Income Fund and \$200,000.00 from the Housing Taxable Bonds and City Council approved Resolution 16-126 approving \$3.76 million from the Affordable Housing Funds for a total of \$4.36 million to assist in development of Junction Crossing.

CC #: 8851

File #: 0709-03

CONTACT: Trisha Isom 916-746-1239 tisom@roseville.ca.us
Danielle Foster 916-774-5446 dfoster@oseville.ca.us

Housing Manager Danielle Foster made the presentation to Council.

Housing Analyst Trisha Isom continued the presentation to Council.

Letter from Richard Ryan entered into the record.

Richard Ryan - Opera House Saloon, spoke in opposition.

Luke Dulon - Four Score Coffee, spoke in opposition.

Brian Larson- representing St. Anton Partners, spoke in support.

Ardie Zahedani - representing St. Anton Partners, spoke in support.

Motion by John Allard, seconded by Tim Herman, to adopt RESOLUTION NO. 17-455 APPROVING AN EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ST. ANTON COMMUNITIES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Motion .

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

8. SPECIAL REQUESTS/REPORTS/PRESENTATION

8.1. Utility Billing System Launch Update

Memo from Department Public Information Officer Vonette Fontaine, Electric Utility Director Michelle Bertolino, and Chief Financial Officer Jay Panzica with a

presentation to City Council on the November 13, 2017 launch of the City of Roseville's new utility billing system.

CC #: 8852

File #: 0102-11

CONTACT: Vonette Fontaine 916-774-5625 vfontaine@roseville.ca.us

Utility Billing Services Manager Andrea Blomquist made the presentation to Council.

Item for information only. No action required.

9. COUNCIL / STAFF / REPORTS/ COMMENTS

Prostate Cancer Surgery - Councilmember John Allard spoke to success of the surgery and positive prognosis.

Downtown Roseville Merchants Family Fun Night Halloween Festival - Councilmember Scott Alvord reported on successful event.

10. ADJOURNMENT

Motion by Tim Herman, seconded by John Allard, to adjourn the meeting at 8:03 p.m. The Motion Passed.

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

Susan Rohan, Mayor

Sonia Orozco, City Clerk



COUNCIL COMMUNICATION

CC #: 8899

File #: 0800-05

Title: 800MHz Radio System Replacement - Recording System - Service Agreement

Contact: Karl Grover 916-774-5145 kgrover@roseville.ca.us

Meeting Date: 12/6/2017

Item #: 7.2.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution to approve the service agreement with Capture Technologies and authorize the City Manager to execute it. Additionally, staff requests Council authorize the City Manager to execute up to four additional one year renewals of the service agreement provided that its respective budget is approved by City Council, or until City staff determine that continuing with the same vendor is not in the City's best interest.

BACKGROUND

On July 5th 2017, Council authorized contracts for various companies to deploy different components of the 800MHz radio system including infrastructure (EF Johnson, resolution #17-314), dispatch consoles (Zetron, #17-315) and subscribers (EF Johnson, #17-314 and Motorola, #17-316). At the time, Staff relayed the audio logging recorder system would not yet be awarded as an alternative solution was explored that best fit the City's needs.

The City has chosen to continue its partnership with the Verint recording system and Capture Technologies as the local support provider. The cost of this service agreement is \$48,151.65 which is included in the 800MHz Radio System Replacement Project's CIP budget.

The City enjoys a longstanding partnership with the Verint audio logging recorder system and Capture Technologies as its local support provider. The Verint system enables all audio flowing to and from the Roseville Police and Fire Dispatch Communications Center to be recorded including radio traffic, 9-1-1 calls, business phone lines and dispatch-to-dispatch communications with other agencies. Verint is the desired manufacturer as it is capable of leveraging recent investments made by the City and provides a smooth transition for Dispatchers.

Capture is the desired service provider because it has an intimate knowledge of the City's phone and radio environment and because it services logging recorders for Electric and Transit as well. Providing a standard service provider means better service to the City as Capture is equipped to understand the comprehensive environment and partner with the City for long-term needs.

The Verint recording system provided by Capture Technologies will continue to be the radio

recording system used throughout the City into the foreseeable future. Therefore, Staff request authorization to continue renewing the service agreement with Capture technologies, without further Council approval for as long as the City continues to use the Verint recording system, subject to Council approval of budget. Staff will continue to evaluate whether Verint/Capture is the best option for the City's radio recording system and services.

FISCAL IMPACT

The recommended solution costs \$48,151.65 which includes Verint equipment, Capture Technologies' implementation and support services, and taxes. This cost is included in the 800MHz Radio System Replacement Project's CIP budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

There is no applicable economic development or job creation for this service agreement.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The 800MHz Radio System Replacement - Recording System Service Agreement project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Karl Grover, IT Analyst

Hong Sae, Chief Information Officer



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-485

Service Agreement - Capture

RESOLUTION NO. 17-485

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

WHEREAS, a Service Agreement (Service Agreement No. S1804312) for the audio logging recorder for the 800 MHz radio system, between City of Roseville and Capture Technologies, Inc. has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute four additional one year renewals of the service agreement provided that its respective budget is approved by the City Council, or until City staff determine that continuing with the same vendor is not in the City's best interest.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Attached is a copy of a service agreement for your review and acceptance. Please review the company name, address, and contact information and notify me via email if any corrections need to be made. I will update the agreement prior to you signing the document.

Sign the agreement using the below signature guidelines. Alterations or modifications to the agreement are not allowed. Mail **two signed original** copies of the agreement to the address noted below. Faxes, photocopies, and electronic transmittals will not be accepted. Upon receipt of all necessary documents and City Council approval, the City will sign the agreements and return a fully executed original copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the service agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the Service Agreement:

Sole proprietorship - By owner

Partnership - Any general partner

Corporation - Two options:

(1) A signature from the President and the corporate seal; or

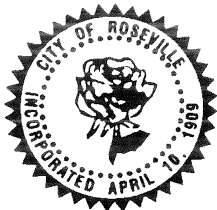
(2) One signature from the Chairman of the Board, President, or any Vice President AND one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, Treasurer, or any Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are **not** corporate officer titles. The service agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:

The City's insurance requirements are referenced on Attachment A in this service agreement packet. The service agreement will not be considered active or valid until the necessary insurance documents have been received by Roseville's insurance compliance contractor, EBIX. Please contact EBIX customer service at (951) 652-4239 or roseville@ebix.com for any insurance related questions.

**Service Agreement Return Address:
Purchasing, Becky Philipp
2005 Hilltop Circle
Roseville, CA 95747-9704**



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: **S1804312**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: R1816497 DATE: 10/30/17



SUBMIT ALL INVOICES TO:

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

Contractor No.: V30908
Telephone No.: 800-544-5050 Fax: 510-534-0202
Email address: cmccay@capturet.com
Contractor: CAPTURE TECHNOLOGIES
ATTN: CHRIS McCAY
3575 ALAMEDA AVE
OAKLAND, CA 94601

Department: INFORMATION TECHNOLOGY

Acct. Code: 90017-5320/169006-40

Buyer: BECKY PHILIPP
Phone: 916-774-5724

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	12/31/18	Approved by Risk Mgt.	MATT DONALDSON

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
THE VENDOR SHALL PROVIDE SERVICE, LICENSING, WARRANTY, AND EQUIPMENT IN ACCORDANCE WITH THE ATTACHED CAPTURE TECHNOLOGIES QUOTE CAPQ3919 DATED 9/8/17.

PLEASE CONTACT MATT DONALDSON AT 916-774-5405 FOR QUESTIONS REGARDING THIS AGREEMENT.

Total Cost of Service: \$ **48,151.65**

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.: 63095 Contractor License No.: _____ DIR Registration No.: N/A

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: John H Babin John H Babin President
SIGNATURE PRINT NAME TITLE

CONTRACTOR: _____
SIGNATURE PRINT NAME TITLE

By: _____
Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

1. To the fullest extent allowed by law, Consultant agrees to indemnify, including the cost to defend City, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by City or the agents, servants, or independent contractors who are directly responsible to City, or arising from the active negligence of City. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Consultant is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Consultant either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement provided Consultant is given a thirty (30) day notice.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Consultant has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement. Any work product created for City pursuant to this Agreement is deemed owned by City.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
- 10a. Unless otherwise specified, the Consultant shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. Form. 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.
- 10c. Additional Insureds. Consultant shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation 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.
- 10d. Cancellation/Modification. Consultant shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- 10f. Subconsultants. Consultant agrees to include in its contracts with all subconsultants the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subconsultant's work. Furthermore, Consultant shall require its subconsultants 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 subconsultants to comply with these same provisions with respect to any tertiary subconsultant, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subconsultant or tertiary subconsultant upon request.
- 10g. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- 10h. Waiver of Subrogation. 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 sub consultants.
- 10i. 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.
11. Consultant shall comply with all federal, state, local laws, ordinances and policies as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California,

regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor" and "Consultant" are used interchangeably.
18. Consultant agrees that any and all information furnished by City shall be deemed proprietary and confidential. All such information, to the extent previously, presently or subsequently disclosed to Consultant and/or processed and derived by Consultant services is the property of City and such property shall be deemed and treated as "Confidential Information" of City. Consultant acknowledges that such Confidential Information may contain information provided and/or generated by third-parties. Consultant agrees that such Confidential Information shall not be disclosed to any third party without written permission from City, except as required by law. Consultant shall not use the Confidential Information except to perform Consultant's services as directed by City.
19. All facilities, devices, networks and services used to store, deliver, process, backup or purge Confidential Information will employ administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure Confidential Information from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Consultant's own information of a similar type, and in no event less than reasonable in view of the type and nature of the information involved. It is the City's expectation that Consultant, at its own expense, shall perform annual audits for any data centers that house Confidential Information, using an independent third-party audit that meets industry standards applicable to the services under this Agreement, and provide the audit report or certification upon request to City.
20. Consultant will retain Confidential Information until deleted by City or City-authorized third party, or for a time period mutually agreed upon by the parties to this Agreement.
21. Upon termination or expiration of this Agreement, Consultant will ensure that all Confidential Information is securely transferred to City within thirty (30) calendar days. Consultant will ensure that any transfer of Confidential Information is accomplished by methods that are compatible with the relevant City systems, and that City will have access to all Confidential Information during any such transfer. Consultant shall securely dispose of all Confidential Information when requested by City and Consultant will provide written notification to City once all Confidential Information has been securely disposed of.
22. Consultant shall report to City any data compromise or unauthorized access to Confidential Information within twenty four (24) hours after Consultant discovers such data compromise or unauthorized access. Consultant will take commercially reasonable measures to address any such data compromise or unauthorized access in a timely manner. Except as otherwise required by law, Consultant will not provide notice to end users or other entities of any such data compromise or unauthorized access without written permission from City. Consultant will promptly reimburse City in full for all fees and costs incurred by City in any investigation, remediation or litigation resulting from any such data compromise or unauthorized access, including identity protection and restoration services for each person, who in the City's sole discretion, could be impacted by identity theft.
23. Consultant may not advertise that City is a client, list City as a reference or otherwise use City's name, logos, trademarks, or service marks without prior written permission from City.

24. Consultant acknowledges that services rendered under this agreement (including but not limited to service levels and operational levels) shall be performed in accordance with industry standards.
25. If the project referenced on this service agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
26. If the project referenced on this service agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

City reserves the right to withhold any payments to Consultant in the event of noncompliance with insurance requirements or if required by law.
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ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
SERVICE AGREEMENTS OVER \$22,265 OR INVOLVING HIGH RISK ACTIVITIES

General - Required Coverage/Documentation

- General Liability: \$1 Million per occurrence
\$2 Million aggregate
- Automobile Liability: \$1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville -Insurance Compliance
PO Box 100085-R1, Duluth, GA 30096

Additional Liability Requirements if required by Agreement (and marked below):

Construction	Design Professional	Chemical/Environmental
General Liability: \$2 Million/occurrence \$4 Million aggregate	General Liability: \$2 Million/occurrence \$4 Million aggregate Professional Liability \$2 Million/occurrence	General Liability: \$3 Million/occurrence \$6 Million aggregate, Pollution – \$2 Million/Occurrence Auto - \$2 Million/Occurrence
IT Services	Professional Consultant	Hazardous Materials
Professional Liability: \$1 Million/occurrence No auto required	Professional Liability: \$1 Million/occurrence	Pollution Liability: \$1 Million/occurrence
Special Events/Caterers-Vendors	Professional Counseling/Psychological	Pyrotechnics
No auto required No workers' comp required	Professional Liability: \$1 Million/occurrence No auto required	General Liability: \$5 Million/occurrence \$10 Million aggregate Auto - \$2 Million/Occurrence

Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please **DO NOT** send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239
Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202



An Employee-Owned Company
 Capture Technologies, Inc.
 3575 Alameda Ave, Oakland, CA 94601
 t. 800.544.5050 f. 510.534.0202

QUOTE

Number CAPQ3919

Date Sep 8, 2017

Sold To	Ship To	Account Executive
Roseville Police Department Karl Grover 316 Vernon Street Suite 300 Roseville, Ca 95678	Roseville Police Department Katie Braverman ENP 1051 Junction Blvd Roseville, Ca 95678	Chris McCay 2617 "K" St, Suite #125 Sacramento, CA 95816 cmccay@capturet.com

Phone (916) 774-5145
Fax

Phone (916) 774-5037
Fax

Phone 510.500.1469
Fax 510.485.5169

Included in the is quote is Verint Trunked Logger Recorder with 30 Talkgroup licenses, a Verint Central Archive Server

Includes Installation, training and Annual 24x7 local onsite support.
 coverage to include 800# phone support, full hardware warranty & local on-site service to cover both servers.

Terms	Down Payment	Valid Till
Net 10	\$0.00	

Part #	Description	Qty	Unit Price	Ext. Price
CAS Server				
300300xxx	Audiolog Version 5 SP4	1	\$0.00	\$0.00
300100xxx	6000 platform with a single CPU - High End (SVR6K-H1) shipped with Windows 2012	1	\$7,495.00	\$7,495.00
C89-170-3381	CAS Server License	1	\$3,995.00	\$3,995.00
300100xxx	3x1TB 7200 RPM SATA HDDs (RAID5, HDD6K-ST3R)	1	\$562.50	\$562.50
C89-170-3441	SQL Server 2012 R2 with 5 clients	1	\$1,050.00	\$1,050.00
C89-170-4730	Intel Ethernet card Adapter	1	\$385.00	\$385.00
CNVL-24x7FF	GOLD--VL Annual Warranty & LOCAL Support Services - 24/7 Full Warranty Coverage including 800# Phone Support, Full Hardware Warranty & Local Onsite Technicians.	1	\$1,650.00	\$1,650.00
300300xxx	Annual Software Maintenance Assurance (SMA)Tier 2 Software Maintenance	1	\$400.00	\$400.00
TLR Server				
C89-170-3324	Audiolog Server license for Version 5	1	\$2,250.00	\$2,250.00
C89-170-3414	Audiolog Operational Recording Talkgroup	30	\$225.00	\$6,750.00
C89-170-3446	Audiolog Version 5 SP4	1	\$0.00	\$0.00
C89-170-4719	6000 platform with a single CPU(shipped with Windows 2012) - High End (SVR6K-H1)	1	\$7,495.00	\$7,495.00
C89-170-4724	5x300GB 15K RPM SAS HDDs (RAID1 + RAD5,HDD6K-SS5R15)	1	\$2,295.00	\$2,295.00
C89-170-3441	SQL Server 2012 R2 with 5 clients	1	\$1,050.00	\$1,050.00

Part #	Description	Qty	Unit Price	Ext. Price
C89-170-4730	Intel Ethernet card Adapter	1	\$385.00	\$385.00
CNVL-24x7FF	GOLD--VL Annual Warranty & LOCAL Support Services - 24/7 Full Warranty Coverage including 800# Phone Support, Full Hardware Warranty & Local Onsite Technicians.	1	\$1,995.00	\$1,995.00
300300xxx	Annual Software Maintenance Assurance (SMA)Tier 2 Software Maintenance	1	\$930.00	\$930.00
PRO SERVICES & SUPPORT				
<i>Onsite Installation and Configuration Services offered by Certified Trained Technicians-Capture Technologies</i>				
INSTSB	Capture Technologies Project Management & Certified Local Installation Onsite. (One location Installed)	1	\$6,390.00	\$6,390.00
			SubTotal	\$45,077.50
			Tax	\$2,444.16
			S&H	\$629.99
			Total	\$48,151.65

To accept this quotation sign here and return

Signature

Date

Thank You For Your Business!

**Did you know that Secure deposits & payments can now be made online at
www.capturet.com**



COUNCIL COMMUNICATION

CC #: 8880
File #: 0203-10

Title: Epoxy Floor - Service Agreement
Contact: Charlie Fralick 916-774-5706 cfralick@roseville.ca.us

Meeting Date: 12/6/2017
Item #: 7.3.

RECOMMENDATION TO COUNCIL

Staff recommends Council authorize service agreement with KYA Services LLC for Epoxy Floor replacement at the Roseville Aquatics Center and the Maidu Community Center. The total cost of the contract is \$52,903.26 with no contingency and is paid for by the Facilities Rehabilitation Fund. Additionally, adopt a resolution authorizing the City Manager to sign the attached Service Agreement.

BACKGROUND

The Roseville Aquatics Center locker room floors and the Maidu Community Center kitchen floor are in need of replacement. Both locations have bubbling, cracking and flaking that is exposing the site to potential water damage, unsafe and unclean surfaces. The epoxy floors have reached the end of their lifecycles and need to be replaced. This is a "piggy back" contract that was awarded to KYA Group, by a California School District. KYA Group competitively bid on this contract and won. This project cost is based on those contracted price points.

FISCAL IMPACT

A construction contract for \$52,903.26 will be awarded to KYA Services LLC for the Maidu Library and Roseville Aquatics Center epoxy floors. A contingency is not being requested for this project, resulting in a total contract price of \$52,903.26. The project is funded under the FY 18 Facilities Rehabilitation Fund.

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 Service Agreement for Epoxy Floor replacement at the Roseville Aquatics Center and the Maidu Community Center does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Charlie Fralick, Project Coordinator

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-491

Service Agreement

RESOLUTION NO. 17-491

APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND KYA
SERVICES LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON
BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (S1808222) for the removal and installation of epoxy at the Roseville Aquatic Center and Maidu Community Center, between the City of Roseville and KYA Services LLC, 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.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1808222**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: R1816373 DATE: 9/21/17

SUBMIT ALL INVOICES TO:

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

Contractor No.: V41516
Telephone No.: 916-407-2855 Fax: 916-282-1304
Email address: alyssa.meinking@thekeyagroup.com
Contractor: KYA SERVICES, LLC
ATTN: ALYSSA MEINKING
3235 SUNRISE BLVD., SUITE 4
RANCHO CORDOVA, CA 95742

Department: BUILDING MAINTENANCE

Acct. Code: 91026-6130/189401-45

Buyer: TIFFANY VALDEZ
Phone: 916-774-5708

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	6/30/18	Approved by Risk Mgt.	CHARLIE FRALICK

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
PROVIDE THE REMOVAL AND INSTALLATION OF EPOXY AT THE AQUATIC CENTER AND MAIDU COMMUNITY CENTER IN ACCORDANCE WITH ATTACHED KYA SERVICES LLC PROPOSAL # 1-2-10360 DATED 9/14/17 AND PROPOSAL #1-2-10700 DATED 9/29/17 LEVERAGING WISEBURN UNIFIED SCHOOL DISTRICT CONTRACT PIGGYBACK 1: CARPET AND RESILIENT FLOORING.

PLEASE CONTACT CHARLIE FRALICK AT 916-774-5706 FOR QUESTIONS REGARDING THIS CONTRACT.

Total Cost of Service: \$ **52,903.26**

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

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

Business License No.: pending Contractor License No.: 984827 B + C15 DIR Registration No.: 1000003379

☐ SOLE PROPRIETOR

☒ PARTNERSHIP Limited Liability Co. ☐ CORPORATION

CONTRACTOR:

SIGNATURE

Edwin Jay

PRINT NAME

Director

TITLE

CONTRACTOR:

SIGNATURE

Terri Bell

PRINT NAME

Controller

TITLE

By:

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement provided Contractor is given a thirty (30) day notice.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
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- 10h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.
- 10i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
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17. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
18. Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

City reserves the right to withhold any payments to Contractor in the event of noncompliance with insurance requirements or if required by law.



ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
SERVICE AGREEMENTS OVER \$22,265 OR INVOLVING HIGH RISK ACTIVITIES

General - Required Coverage/Documentation

- General Liability: \$1 Million per occurrence
\$2 Million aggregate
- Automobile Liability: \$1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville -Insurance Compliance
PO Box 100085-R1, Duluth, GA 30096

Additional Liability Requirements if required by Agreement (and marked below):

☒ Construction General Liability: \$2 Million/occurrence \$4 Million aggregate	☐ Design Professional General Liability: \$2 Million/occurrence \$4 Million aggregate Professional Liability \$2 Million/occurrence	☐ Chemical/Environmental General Liability: \$3 Million/occurrence \$6 Million aggregate, Pollution – \$2 Million/Occurrence Auto - \$2 Million/Occurrence
☐ IT Services Professional Liability: \$1 Million/occurrence No auto required	☐ Professional Consultant Professional Liability: \$1 Million/occurrence	☐ Hazardous Materials Pollution Liability: \$1 Million/occurrence
☐ Special Events/Caterers-Vendors No auto required No workers' comp required	☐ Professional Counseling/Psychological Professional Liability: \$1 Million/occurrence No auto required	☐ Pyrotechnics General Liability: \$5 Million/occurrence \$10 Million aggregate Auto - \$2 Million/Occurrence

Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please **DO NOT** send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239
Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202



COVER SHEET

PROPOSAL FROM KYA Services LLC

CA LICENCE # 984827 B + C15

CORPORATE OFFICE

Main Office & Gallery
1522 Brookhollow Dr. Suite
Santa Ana, CA 92705
Fax (714) 586-5526
Accounts (714) 659-6476
KYA (714) 659-6477

Northern Office & Gallery
3235 Sunrise Blvd, Suite 4
Rancho Cordova, CA 95742
KYA (916) 407-2855
Fax (916) 282-1304

OFFICE LOCATIONS

Orange County
Inland Empire
Palm Springs
Los Angeles
San Diego
Carlsbad
Riverside
Bakersfield
Central Valley
San Francisco
Sacramento

We service all counties in
California

Date: September 14, 2017

To: City of Roseville

Attn: Dan Allen

Phone: 916-223-7741

Pages: 6

Project Name: Aquatic Center - Men's and Women's Locker/Shower Floors

Proposal Number: 1-2-10360

Thank you for your continued interest in KYA Services LLC and for allowing me the opportunity to discuss our products and services.

Attached is the proposal per your request.

Please do not hesitate to call me if you have any questions, I look forward to being of assistance to you.

Sincerely,



Alyssa Meinking
Regional Advisor

Cell: (916) 534-0377
E-mail: Alyssa.Meinking@theKYAgroup.com
Tel: (714) 659-6475 | Fax: (714) 586-5526
Website: www.theKYAgroup.com
1522 Brookhollow Dr., Suite 3
Santa Ana, CA 92705



This is a legal agreement - please read carefully. Complete and initial all pages.

SCOPE OF WORK - PRICING

Aquatic Center - Men's and Women's Locker/Shower Floors	Quantity	U/M	Price	Value
Supply Standard Epoxy Coating - Pg. 246	1,530.00	SF	\$7.37	\$11,276.10
Apply Standard Epoxy Coating - Pg. 246	1,530.00	SF	\$11.12	\$17,013.60
Cut Level #3 - Pg. 248	1,530.00	SF	\$4.88	\$7,466.40
Total Price				\$35,756.10



This is a legal agreement - please read carefully. Complete and initial all pages.

Proposal: 1-2-10360

To: City of Roseville
2005 Hilltop circle
95747

Date: September 14, 2017

Terms: Net 30

c/o: City of Roseville

RA: Alyssa Meinking

RA Phone: (916) 534-0377

RA Email: Alyssa.Meinking@theKYAGroup.com

Site: City of Roseville

Address: 2005 Hilltop circle
95747

Site Qualifications and General Scope of Work

DIR # 1000003379

Priced per Wiseburn #1 - All terms and conditions apply

Diamond grinding of the floors and installation of Dex-O-Tex Colorflake "L". Diamond grind the floor, apply a primer coat of epoxy, apply the Decorflor and broadcast the Vinyl Flakes into it. Apply a base coat of Decorflor and a final top coat of Quick-Glaze. The total square footage is an approximation and includes the coving of the epoxy.

Notes: Sales tax rate will be based upon the shipping address. Price is good for 60 days from date of quote. Unless otherwise stated, delivery times are 6-8 weeks upon receipt of approved PO. Minimum order 25 - 65 syds depending on color.



CONDITIONS AND WARRANTY





Executed to be effective as of the
date executed by the Company:

KYA Services LLC

Accepted by:

Signature:	Signature:	<u>Alyssa Meinking</u>
By: (Print)	By: (Print)	<u>Alyssa Meinking</u>
Title:	Title:	<u>Regional Advisor</u>
Date:	Date:	<u>September 14, 2017</u>



COVER SHEET

PROPOSAL FROM KYA Services LLC

CA LICENCE # 984827 B + C15

CORPORATE OFFICE

Main Office & Gallery
1522 Brookhollow Dr. Suite
Santa Ana, CA 92705
Fax (714) 586-5526
Accounts (714) 659-6476
KYA (714) 659-6477

Northern Office & Gallery
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KYA (916) 407-2855
Fax (916) 282-1304

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Orange County
Inland Empire
Palm Springs
Los Angeles
San Diego
Carlsbad
Riverside
Bakersfield
Central Valley
San Francisco
Sacramento

We service all counties in
California

Date: September 29, 2017

To: Charlie Fralick

Attn: Charlie Fralick

Phone: 916-532-4659

Pages: 6

Project Name: Maidu Center - Kitchen - Epoxy

Proposal Number: 1-2-10700

Thank you for your continued interest in KYA Services LLC and for allowing me the opportunity to discuss our products and services.

Attached is the proposal per your request.

Please do not hesitate to call me if you have any questions, I look forward to being of assistance to you.

Sincerely,



Alyssa Meinking
Regional Advisor

Cell: (916) 534-0377

E-mail: Alyssa.Meinking@theKYAGroup.com

Tel: (714) 659-6475 | Fax: (714) 586-5526

Website: www.theKYAGroup.com

1522 Brookhollow Dr., Suite 3
Santa Ana, CA 92705



This is a legal agreement - please read carefully. Complete and initial all pages.

SCOPE OF WORK - PRICING

Maidu Center - Kitchen - Epoxy	Quantity	U/M	Price	Value
Removal of Existing SV - Pg. 234	48.00	SY	\$16.88	\$810.24
Epoxy Floor Prep - (NIC)	4.00	HRS	\$82.23	\$328.92
Supply Kitchen/ Food Prep Epoxy Coating Material - Pg. 246	460.00	SF	\$5.80	\$2,668.00
Supply Gloss Attainment Level A - Pg. 248	460.00	SF	\$5.71	\$2,626.60
Apply Kitchen Epoxy Coating - Pg. 246	460.00	SF	\$10.28	\$4,728.80
Apply Gloss Attainment Level A - Pg. 248	460.00	SF	\$8.44	\$3,882.40
Apply Cut Level 3 - Pg. 248	460.00	SF	\$4.57	\$2,102.20
Total Price				\$17,147.16



This is a legal agreement - please read carefully. Complete and initial all pages.

Proposal: 1-2-10700

Date: September 29, 2017

To: Charlie Fralick
2005 Hilltop Circle
95747

Terms: Net 30

c/o: Charlie Fralick
RA: Alyssa Meinking

RA Phone: (916) 534-0377

RA Email: Alyssa.Meinking@theKYAgroup.com

Site: Maidu Community Center

Address: 1550 Maidu Drive Roseville, CA
95661

Site Qualifications and General Scope of Work

DIR # 1000003379

RPC will remove the existing floor. Diamond grind the floor and install Sika Decoflake UEF over kitchen floor. The area to be resurfaced is the kitchen area of the Maidu Community Center, Roseville, CA. RPC will diamond grind the floor, install the 6" cove base and install the Sika 22NA at 3/16" thick. Next we will apply a base coat of Sika 217 epoxy and broadcast vinyl flakes into it. Finally, we will apply two coats of Sika 510 clear.

Notes: Sales tax rate will be based upon the shipping address. Price is good for 60 days from date of quote. Unless otherwise stated, delivery times are 6-8 weeks upon receipt of approved PO. Minimum order 25 - 65 syds depending on color.







Executed to be effective as of the
date executed by the Company:

KYA Services LLC

Accepted by:

Signature: _____

Signature: _____

Alyssa Meinking

By: (Print) _____

By: (Print) _____

Alyssa Meinking

Title: _____

Title: _____

Regional Advisor

Date: _____

Date: _____

September 29, 2017



COUNCIL COMMUNICATION

CC #: 0203-06

File #: 8912

Title: Network Server Virtualization Software - Purchase Order Renewal

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

Meeting Date: 12/6/2017

Item #: 7.4.

RECOMMENDATION TO COUNCIL

Recommend that City Council authorize a purchase order with Allied Network Solutions to renew software subscription and maintenance support as well as to purchase additional licensing for VMWare network server virtualization software. The total cost for this purchase order will not exceed \$89,267.00. Funds for license renewal are included in the Information Technology department's FY2017/2018 Internal Service Fund budget while new licenses will be funded through the Citywide Network Infrastructure/Replacement CIP Fund. This purchase piggyback's the California Department of General Services contract SLP-17-70-0027X.

BACKGROUND

The City uses VMWare software to create and maintain a server virtualization environment to maximize the use of physical server resources and to enhance fault tolerance at a cost significantly lower than traditional physical servers. This software and its corresponding maintenance support are purchased through an annual subscription. The City needs not only to renew the subscription for the existing licenses but, due to growth, also needs to purchase additional licenses for data center redundancy and new software application added to the City network – such as Accela – Permits System, Cayenta – Utility Billing Systems, and Maximo – Asset Management System.

FISCAL IMPACT

The cost of renewing existing licenses is \$47,093 while the cost of additional licenses is \$42,174 for a total cost of \$89,267. This purchase piggyback's the California Department of General Services contract SLP-17-70-0027X. Funding for license renewal is included in the FY2017/2018 Information Technology Internal Service Fund budget. New licenses will be funded through the Citywide Network Infrastructure/Replacement CIP Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

There is no applicable economic development or job creation for this service agreement.

ENVIRONMENTAL REVIEW

The California Environmental Review Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines 15061 (b)(3)).

Respectfully Submitted,

Matt Donaldson, IT Network Infrastructure Program Manager

Hong Sae, Chief Information Officer



Rob Jensen, City Manager

ATTACHMENTS:

Description

ANS Quote



Allied Network Solutions, Inc.
 5718 Lonetree Blvd.
 Rocklin, CA 95765
 Phone: 916-774-2670
 Fax: 916-774-2654
 FEIN# 68-0480187

QUOTE #:	ANSQ88558
Date:	10/23/2017
DVBE Certification# 24852	
CA Seller Permit# SR KH 97-902196	

Prepared For:

Scottie Cameron
 City of Roseville
 316 Vernon Street
 Roseville, CA 95678
 Phone (916)774-5148

Ship To:

Scottie Cameron
 City of Roseville
 316 Vernon Street
 Roseville, CA 95678
 Phone (916)774-5148

Prepared By:

Jen Olson
 Inside Sales Rep
 jolson@ans-it.com
 (916) 774-2670 x115

Contract Number	Payment Terms	FOB	Valid Through
SLP-17-70-0027X	NET 30	Destination, Freight PPD	11/22/2017

Part Number	Manufacturer	Qty	Unit Price	Extended Price	Taxable?
Product Description					
VS6-EPL-P-SSS-C	VMWARE	44	\$811.00	\$35,684.00	N
Support/Subscription VMware vSphere 6 Enterprise Plus for 1 processor for 1 year Start Date: 11/30/2017 End Date: 11/29/2018					
VCS6-STD-P-SSS-C	VMWARE	2	\$1,392.00	\$2,784.00	N
Support/Subscription VMware vCenter Server 6 Standard for vSphere 6 (Per Instance) for 1 year Start Date: 11/30/2017 End Date: 11/29/2018					
VC-SRM6-25E-P-SSS-C	VMWARE	3	\$2,875.00	\$8,625.00	N
Support/Subscription for VMware Site Recovery Manager 6 Enterprise (25 VM Pack) for 1 Year Start Date: 11/30/2017 End Date: 11/29/2018					
VS6-EPL-C	VMWARE	8	\$2,875.00	\$23,000.00	N
VMware vSphere 6 Enterprise Plus for 1 processor					
VS6-EPL-P-SSS-C	VMWARE	8	\$811.00	\$6,488.00	N
Support/Subscription VMware vSphere 6 Enterprise Plus for 1 processor for 1 year					
VCS6-STD-C	VMWARE	2	\$4,951.00	\$9,902.00	N
VMware vCenter Server 6 Standard for vSphere 6 (Per Instance)					
VCS6-STD-P-SSS-C	VMWARE	2	\$1,392.00	\$2,784.00	N
Production Support/Subscription VMware vCenter Server 6 Standard for vSphere 6 (Per Instance) for 1 year					

Part Number	Manufacturer	Qty	Unit Price	Extended Price	Taxable?
Product Description					

SubTotal		\$89,267.00
Sales Tax	0.08250	\$0.00
Shipping		\$0.00
TOTAL		\$89,267.00

Thank you for the opportunity to provide this quote. Please reference quote number in the upper right hand corner on any purchase order resulting from this quote. Prices quoted are contingent upon contract award of all items. Quotes are valid for 30 days from original quote date.



COUNCIL COMMUNICATION

CC #: 8881

File #: 0323

Title: Alarm Program Administration - Sole Source Service Agreement Renewal

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

Meeting Date: 12/6/2017

Item #: 7.5.

RECOMMENDATION TO COUNCIL

Recommend approval of sole-source service agreement #S1804075 for AOT Public Safety Corporation to provide processing, monitoring and collection of alarm permits and false alarm fines. Staff requests authorization for two additional one year renewals of the service agreement provided that its respective budget is approved by the City Council, until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

Chapter 16.64 of the Roseville Municipal Code requires all burglary and robbery alarm holders to obtain permits from the police department, and to renew them annually. The ordinance also requires alarm holders to pay fines for excessive false alarms. The purpose of the ordinance is to provide information to the police department about alarm systems that exist in the City; encourage alarm holders to manage their systems in a way that minimizes false alerts to the police department; and ultimately to reduce the amount of time dispatchers and police officers spend responding to false alarms.

Since 2011, AOT Public Safety(CryWolf) has provided administrative services for the enforcement of the alarm ordinance, including issuing and billing for alarm permits, and tracking and billing for false alarm responses. The original award was made based on a piggyback award on another government agency's bid process, which has since expired.

AOT Public Safety uses data from the police department's computer aided dispatch system and their proprietary software to track permits and false alarms. The police department also assigns a part-time records clerk and volunteers to liaison with the company and assist Roseville alarm holders with their questions and concerns.

Staff requests a sole-source award based on standardization with existing processes and the use of the company's proprietary software. An automated process extracts certain data from the police department's computer-aided dispatch system about false alarm responses, and transmits that

data to AOT Public Safety. AOT Public Safety's proprietary software analyzes the data to determine whether a valid alarm permit exists, and when a false alarm qualifies as excessive according to parameters set by Roseville's ordinance. Their software then generates and sends the appropriate warning notices and bills to alarm holders.

A few other companies are known to provide similar alarm administration services, but due to the customization and integration involved, it would require an extensive project for staff to research, evaluate, acquire and implement a new system. Staff will periodically assess whether AOT Public Safety is still providing the best value and service to the City and our residents.

FISCAL IMPACT

The service agreement is for an amount not to exceed \$85,000. The agreement with AOT Public Safety is a performance-based contract, so no funds are allocated in the annual budget as an expense. AOT Public Safety collects permit fees and false alarm fines from alarm holders, retains their percentage based on contract amounts, and pays the remainder to the City. The contract authorizes AOT Public Safety to retain 45 percent of alarm fees and charges for the first \$75,000 collected annually, and 32.5 percent for revenues collected after that amount.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable to this agreement.

ENVIRONMENTAL REVIEW

This agreement for alarm ordinance administration is not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently no CEQA action is required.

Respectfully Submitted,

Dee Dee Gunther, Department Public Information Officer

James Maccoun, Police Chief



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-470

RESOLUTION NO. 17-470

APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN CITY OF ROSEVILLE
AND AOT PUBLIC SAFETY CORPORATION, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Service Agreement renewal (Service Agreement No. S1804075) for the false alarm billing and tracking services, between City of Roseville and AOT Public Safety Corporation, has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute two additional one year renewals of the service agreement provided that its respective budget is approved by the City Council, or until City staff determine that continuing with the same vendor is not in the City's best interest.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1804075**

SERVICE LOCATION: POLICE DEPARTMENT
1051 JUNCTION BLVD
ROSEVILLE, CA 95678

REQ. NO.: RENEWAL DATE: 10/23/17

SUBMIT ALL INVOICES TO:

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

Contractor No.: V40815
Telephone No.: 240-607-1400 Fax:
Email address: jwilliams@publicsafetycorp.com
Contractor: AOT PUBLIC SAFETY CORPORATION
ATTN: JILL WILLIAMS
103 MELLON COURT
WALDORF, MD 20602

Department: POLICE

Acct. Code: 05514-5100

Buyer: BECKY PHILIPP
Phone: 916-774-5724

Start Date	Terms	Completion Date	Insurance Limits	Contact
12/2/17	NET 30	12/1/18	Approved by Risk Mgt.	SHELLY BRACCO

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
PROVIDE PROCESSING, MONITORING AND COLLECTION OF ALARM PERMITS AND FALSE ALARM FINES IN
ACCORDANCE WITH THE ATTACHED CONTRACT FOR FALSE ALARM BILLING AND TRACKING SERVICES PROPOSAL,
ATTACHMENT A SCOPE OF SERVICES, AND ATTACHMENT B PAYMENT TERMS. THIS AGREEMENT SHALL BE
INTERPRETED AND ENFORCED UNDER THE LAWS OF THE STATE OF CALIFORNIA.

PLEASE CONTACT SHELLY BRACCO AT 916-774-5018 FOR QUESTION REGARDING THIS AGREEMENT.

**Total cost listed below is an approximation only. The City does not guarantee whatsoever the actual value of this agreement.

Total Cost of Service: \$ **85,000.00**

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

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

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

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

By: _____

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement provided Contractor is given a thirty (30) day notice.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
- 10a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- 10c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- 10d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- 10f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- 10g. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- 10h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.
- 10i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may

result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. If the project referenced on this service agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
18. If the project referenced on this service agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

City reserves the right to withhold any payments to Contractor in the event of noncompliance with insurance requirements or if required by law.



COUNCIL COMMUNICATION

CC #: 8913

File #: 0203-12

Title: Medical Supplies and Advanced Life Support Drugs - Purchase Order Renewal

Contact: David Dolson 916-774-5807 ddolson@roseville.ca.us

Meeting Date: 12/6/2017

Item #: 7.6.

RECOMMENDATION TO COUNCIL

Staff recommends Council approval of purchase orders for the purchase of advanced life support (ALS), basic life support (BLS) medical supplies and ALS drugs from Life-Assist, Inc. utilizing the Sacramento Metropolitan Fire District awarded contract (FB12-01). This was a competitively bid contract with an initial three year contract period with two optional one year renewals. The estimated cost of the purchases is approximately \$39,000 per year but may increase due to fluctuating supply costs. Not to exceed \$225,000 for the term of the contract.

BACKGROUND

The Roseville Fire Department has an annual requirement for ALS and BLS medical supplies and ALS drugs to stock the fire engines for medical response calls. These supplies are used to treat any person in need of medical aid.

The City will be utilizing the Sacramento Metropolitan Fire District awarded contract (FB12-01). The term of the contract is for three years, effective October 13, 2017, with two optional one year renewals. Section 4.12.105 of the Roseville Municipal Code authorizes the Purchasing Officer to use cooperative contracts offered by other public entities.

Staff requests authorization to continue utilizing the cooperative 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. Upon expiration of the competitively bid Sacramento Metropolitan Fire District multi-year contract, City staff will perform an evaluation of the terms and conditions and pricing of any renewed contract. If the renewed contract continues to best meet the City's needs at the time, staff requests the ability to renew with the vendor contingent upon Council approval of budgets.

FISCAL IMPACT

The total estimated cost for one year of medical supplies and drugs is \$39,000, not to exceed

\$225,000 for the term of the contract. Funding is included in the Fire Department Operations budget for FY 17/18 budget for the miscellaneous medical supplies. The dollars will be encumbered one year at a time pending Council approval of budget for each year.

ECONOMIC DEVELOPMENT / JOBS CREATED

N/A

ENVIRONMENTAL REVIEW

The purchase of ALS and BLS medical supplies and ALS drugs is not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently no CEQA action is required.

Respectfully Submitted,

David Dolson, Division Chief

Rick Bartee, Fire Chief



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-492

RESOLUTION NO. 17-492

APPROVING A PURCHASE ORDER WITH LIFE-ASSIST, INC.

WHEREAS, a purchase order for advanced life support, basic life support medical supplies and advanced life support drugs, between the City of Roseville and Life-Assist, 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 approved and the City Manager or his designee is additionally authorized to execute two optional one-year renewals of the purchase order provided that the applicable budget is approved by the City Council 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 _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 8914
File #: 0203-01

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

Meeting Date: 12/6/2017
Item #: 7.7.

RECOMMENDATION TO COUNCIL

Staff recommends City Council authorize two purchase orders to 72 Hour LLC dba National Auto Fleet Group (NAFG) for one Dodge Caravan and one Ford Escape utilizing National Joint Powers Alliance (NJPA) contract# 120716-NAF to replace 08-297 and 03-227 approved in the FY2017-18 Auto Replacement Budget. The total cost of one Dodge Caravan including options and sales tax is \$28,385.32. The total cost of one Ford Escape including options and sales tax is \$24,932.92.

BACKGROUND

The Police Department is purchasing one Dodge Caravan as a replacement for 08-297. This vehicle will be used by our Crime Suppression Unit to investigate gang issues, known offenders, illegal drug cases and other quality of life issues affecting the Roseville community.

The Roseville Electric Engineering Division is purchasing one Ford Escape as a replacement for 03-227. This vehicle is used to inspect City engineering projects, capital improvement projects, maintenance and or rehabilitation of electric systems. The SUV will allow engineers to travel together while inspecting City projects to ensure adherence to project timetables and project specifications and standards.

The City is piggybacking a competitively bid contract from NJPA for the purchase of a Dodge Caravan and Ford Escape. NJPA creates national cooperative contract purchasing opportunities and solutions on behalf of its members which include all government, education, and non-profit agencies nationwide. The City of Roseville is a member of NJPA.

Vehicle replacements are based on the Fleet Scoring System which considers factors such as age, miles, reliability, prior maintenance and repair costs, and current condition. Below are the vehicle replacement scores.

Vehicle ID	Replacement Score	Vehicle Condition
08-297	29	Meets City replacement criteria
03-227	26	Meets City replacement

FISCAL IMPACT

The total cost of one Dodge Caravan including options and sales tax is \$28,385.32. Funding is included in the FY2017-18 Auto Replacement Budget.

The total cost of one Ford Escape including options and sales tax is \$24,932.92. Funding is included in the FY2017-18 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 does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Brian Craighead, Fleet Manager

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 8904
File #: 0203-04

Title: Flooring Services - Service Agreement Renewal
Contact: Dan Allen 916-774-5741 dallen@roseville.ca.us

Meeting Date: 12/6/2017
Item #: 7.8.

RECOMMENDATION TO COUNCIL

Staff recommends Council adopt a resolution approving the renewal for service agreement S1808034 with Simas Flooring & Design Company for flooring services on an as needed basis and authorize the City Manager to execute it. The total value of this agreement is \$150,000.00. This is the first of the two optional one year renewals. Funding is included in the FY2017-18 and proposed FY2018-19 Building Maintenance and Facility Rehabilitation budgets.

BACKGROUND

In 2014 staff solicited proposals for flooring service, repair and replacement. In October of 2014, Council approved the award of a service agreement to Simas Flooring & Design Company for scheduled as-needed repairs and replacements for three years with two one-year renewal options. This is the first of two optional one year renewals.

Staff requests authorization to utilize the optional renewal years of the bid contract provided that the budget is approved, 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.

FISCAL IMPACT

The service agreement renewal value is \$150,000.00. Funding is included in the FY2017-18 and proposed FY 2018-19 Building Maintenance and Facility Rehabilitation budgets.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The proposed amendment and renewal of service agreements S1504163 with Simas Flooring & Design Company for flooring services does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Dan Allen, Facility Manager

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-490

S1808034

RESOLUTION NO. 17-490

APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN CITY OF ROSEVILLE
AND SIMAS FLOORING & DESIGN COMPANY, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Service Agreement Renewal (Service Agreement No. S1808034) for flooring services, between City of Roseville and Simas Flooring & Design Company, has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute one additional one year renewal of the service agreement provided that its respective budget is approved by the City Council, 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 _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

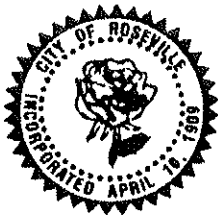
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1808034**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: R1816417 DATE: 9/28/17

SUBMIT ALL INVOICES TO:

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

Contractor No.: V39871
Telephone No.: 916-452-4933 Fax: 916-454-2916
Email address: aaron.romine@simasfloor.com
Contractor: SIMAS FLOOR COMPANY, INC.
ATTN: AARON ROMINE
3550 POWER INN ROAD
SACRAMENTO, CA 95826

Department: FACILITY SERVICES

Acct. Code: 03340-5100

Buyer: TIFFANY VALDEZ
Phone: 916-774-5708

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	10/14/18	Approved by Risk Mgt.	LORI HOGAN

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
ANNUAL AGREEMENT TO PROVIDE CARPET, MATERIALS AND LABOR FOR CARPET REMOVAL AND NEW CAPRET
INSTALLATION ON AN AS-NEEDED BASIS IN ACCORDANCE WITH RFP FOR FLOORING SERVICES AND ATTACHED RATE
SCHEDULE. ALL WORK MUST BE QUOTED AND APPROVED IN ADVANCE BY DAN ALLEN.

PLEASE CONTACT LORI HOGAN AT 916-774-5707 FOR QUESTIONS REGARDING THIS AGREEMENT.

The total cost of service is an approximate value only. The City does not guarantee whatsoever the actual amount to be spent.

Total Cost of Service: \$ **150,000.00**

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

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

Business License No.: 002176 Contractor License No.: 191380 DIR Registration No.: 1000002580

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

By: _____

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement provided Contractor is given a thirty (30) day notice.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
- 10a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- 10c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- 10d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- 10f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- 10g. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- 10h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.
- 10i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may

result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. If the project referenced on this service agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
18. If the project referenced on this service agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

City reserves the right to withhold any payments to Contractor in the event of noncompliance with insurance requirements or if required by law.



ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
SERVICE AGREEMENTS OVER \$22,265 OR INVOLVING HIGH RISK ACTIVITIES

General - Required Coverage/Documentation

- General Liability: \$1 Million per occurrence
\$2 Million aggregate
- Automobile Liability: \$1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville -Insurance Compliance
PO Box 100085-R1, Duluth, GA 30096

Additional Liability Requirements if required by Agreement (and marked below):

☐ Construction	☐ Design Professional	☐ Chemical/Environmental
General Liability: \$2 Million/occurrence \$4 Million aggregate	General Liability: \$2 Million/occurrence \$4 Million aggregate Professional Liability \$2 Million/occurrence	General Liability: \$3 Million/occurrence \$6 Million aggregate, Pollution – \$2 Million/Occurrence Auto - \$2 Million/Occurrence
☐ IT Services	☐ Professional Consultant	☐ Hazardous Materials
Professional Liability: \$1 Million/occurrence No auto required	Professional Liability: \$1 Million/occurrence	Pollution Liability: \$1 Million/occurrence
☐ Special Events/Caterers-Vendors	☐ Professional Counseling/Psychological	☐ Pyrotechnics
No auto required No workers' comp required	Professional Liability: \$1 Million/occurrence No auto required	General Liability: \$5 Million/occurrence \$10 Million aggregate Auto - \$2 Million/Occurrence

Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please **DO NOT** send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239
Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

Attachment C

RATE SCHEDULE FOR ROUTINE & NON-ROUTINE REPAIRS

(Prevailing Wage Rates Apply)

Standard hourly Labor rate	<u>\$75.00</u>
Overtime hourly Labor Rate	<u>\$110.00 Daily + Saturday/ \$150 Sunday + Holiday</u>
Subcontractor Mark-Up (if needed)	<u>NA</u>
Minimum Service Fee (for repairs)	<u>\$75.00</u>

Materials provided by the Contractor shall be billed on a "cost plus" basis. Indicate your percentage mark up to the actual cost of materials. ~~*Note: Percentage markup shall include any travel time needed for pickup and delivery materials.~~ Note: Travel time needed for pickup and delivery will be noted on "cost breakdown" and "scope of work".

Material Percentage Markup: \$28%

Answers to the following should be included with your submission:

1. Are the above hourly rates calculated from the time your service staff leave your premises of upon arrival at the job site? Please explain. Technician hours start upon arrival at job site.
2. Do you charge a travel cost, fuel charge, mileage fee ect on each project? If so, please explain and list charge below: The above items are incorporated in the "markup," unless specified in the scope of the work and cost break down.
3. Please provide your normal business hours and define what would be considered after-hours or overtime work: Normal business hours are 6:00AM to 6:00PM, daily overtime or Saturday overtime take effect once a technician has reached 40 hours. Sunday and holiday pay are calculated at the rates listed above.
4. Please provide sample invoice that includes a breakdown showing the all-inclusive cost on the following example: This sample invoice and breakdown are included with attachment B

- Install carpet tiles and rubber base in a meeting room, 600 sq ft, 20'x30' room
- Remove existing broadloom carpet and rubber base, prep floor
- Carpet Selection: Patcraft Intrinsic Z6474, Color: Laundered Sheets 327
- Rubber Base: 4", Color: Black
- Project to be completed during business hours, no furniture moving required

*Line item change request was emailed and approved 8/11/14, see tab - Exceptions



COUNCIL COMMUNICATION

CC #: 8884
File #: 0203-06

Title: Telecommunication System - Service Agreement
Contact: Matt Donaldson 916-774-5405 mdonaldson@roseville.ca.us

Meeting Date: 12/6/2017
Item #: 7.9.

RECOMMENDATION TO COUNCIL

Recommend service agreement with Altura Communication Solutions for software support and upgrades, hardware maintenance and replacements, and 24x7 remote monitoring services for the City's telecommunication system. The total cost of this agreement will be no more than \$125,000. Funding will come from the FY2017-2018 Information Technology Internal Service Fund budget.

BACKGROUND

The City's telecommunication software is built from Avaya hardware and software. Maintenance, monitoring, and support of these components is essential to the proper functioning of this critical system. Maintenance and support of hardware and software components piggyback the General Services Administration GS-35F-0156V and GS-35F-0248R contracts. Support from Altura piggybacks the California Department of General Services CMAS contract 3-14-70-3100A.

FISCAL IMPACT

The total cost for this agreement for FY2017/2018 will not exceed \$125,000. Funding is included in the Information Technology department's FY2017/2018 Internal Service Fund budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

There is no applicable economic development or job creation for this service agreement.

ENVIRONMENTAL REVIEW

The California Environmental Review Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines 15061(b)(3)).

Respectfully Submitted,

Matt Donaldson, IT Network Infrastructure Program Manager

Hong Sae, Chief Information Officer

A handwritten signature in blue ink, appearing to be 'Rob Jensen', with a long horizontal stroke extending to the right.

Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-471

Altura Service Agreement

RESOLUTION NO. 17-471

APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND
ALTURA COMMUNICATION SOLUTIONS, AND AUTHORIZING THE CITY MANAGER
TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (S1804311) for software support and upgrades, hardware maintenance and replacements, and 24x7 remote monitoring services for the City's telecommunication system, between the City of Roseville and Altura Communication Solutions, 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.

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

AYES COUNCILMEMBERS:

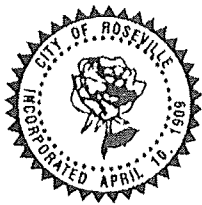
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1804311**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: R1816496 DATE: 10/30/17

SUBMIT ALL INVOICES TO:

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

Contractor No.: V29874
Telephone No.: 602-458-4018 Fax:
Email address: smorton@alturacs.com
Contractor: ALTURA COMMUNICATION SOLUTIONS
ATTN: SCOT MORTON
1335 SOUTH ACACIA AVENUE
FULLERTON, CA 92831

Department: INFORMATION TECHNOLOGY

Acct. Code: 03132-5330

Buyer: BECKY PHILIPP
Phone: 916-774-5724

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	2/28/19	Approved by Risk Mgt.	MATT DONALDSON

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
THE VENDOR SHALL PROVIDE SERVICE AND EQUIPMENT IN ACCORDANCE WITH THE ATTACHED ALTURA COMMUNICATIONS SOLUTIONS QUOTES FOR MAINTENANCE SUPPORT AND BUDGETARY MAINTENANCE SUPPORT FOR THE CITY OF ROSEVILLE DATED 10/16/17 UTILIZING CMAS 3-14-70-3100A CONTRACT, AVST GSA GS-35F-0248R, AVAYA GSA GS-35F-0156V, AND ALTURA GSA GS-35F-0666W.

PLEASE CONTACT MATT DONALDSON AT 916-774-5405 FOR QUESTIONS REGARDING THIS AGREEMENT.

Total Cost of Service: \$ 121,615.54

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.: N/a Contractor License No.: 842889 DIR Registration No.: N/a

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: Robert L. Blazek
SIGNATURE

Robert L. Blazek
PRINT NAME

President & CEO
TITLE

CONTRACTOR: David L. Key
SIGNATURE

David L. Key
PRINT NAME

Chief Financial Officer
TITLE

By: _____

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

1. To the fullest extent allowed by law, Consultant agrees to indemnify, including the cost to defend City, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by City or the agents, servants, or independent contractors who are directly responsible to City, or arising from the active negligence of City. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Consultant is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Consultant either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement provided Consultant is given a thirty (30) day notice.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Consultant has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement. Any work product created for City pursuant to this Agreement is deemed owned by City.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
- 10a. Unless otherwise specified, the Consultant shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. Form. 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.
- 10c. Additional Insureds. Consultant shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation 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.
- 10d. Cancellation/Modification. Consultant shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- 10f. Subconsultants. Consultant agrees to include in its contracts with all subconsultants the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subconsultant's work. Furthermore, Consultant shall require its subconsultants 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 subconsultants to comply with these same provisions with respect to any tertiary subconsultant, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subconsultant or tertiary subconsultant upon request.
- 10g. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- 10h. Waiver of Subrogation. 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 sub consultants.
- 10i. 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.
11. Consultant shall comply with all federal, state, local laws, ordinances and policies as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California,

regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor" and "Consultant" are used interchangeably.
18. Consultant agrees that any and all information furnished by City shall be deemed proprietary and confidential. All such information, to the extent previously, presently or subsequently disclosed to Consultant and/or processed and derived by Consultant services is the property of City and such property shall be deemed and treated as "Confidential Information" of City. Consultant acknowledges that such Confidential Information may contain information provided and/or generated by third-parties. Consultant agrees that such Confidential Information shall not be disclosed to any third party without written permission from City, except as required by law. Consultant shall not use the Confidential Information except to perform Consultant's services as directed by City.
19. All facilities, devices, networks and services used to store, deliver, process, backup or purge Confidential Information will employ administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure Confidential Information from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Consultant's own information of a similar type, and in no event less than reasonable in view of the type and nature of the information involved. It is the City's expectation that Consultant, at its own expense, shall perform annual audits for any data centers that house Confidential Information, using an independent third-party audit that meets industry standards applicable to the services under this Agreement, and provide the audit report or certification upon request to City.
20. Consultant will retain Confidential Information until deleted by City or City-authorized third party, or for a time period mutually agreed upon by the parties to this Agreement.
21. Upon termination or expiration of this Agreement, Consultant will ensure that all Confidential Information is securely transferred to City within thirty (30) calendar days. Consultant will ensure that any transfer of Confidential Information is accomplished by methods that are compatible with the relevant City systems, and that City will have access to all Confidential Information during any such transfer. Consultant shall securely dispose of all Confidential Information when requested by City and Consultant will provide written notification to City once all Confidential Information has been securely disposed of.
22. Consultant shall report to City any data compromise or unauthorized access to Confidential Information within twenty four (24) hours after Consultant discovers such data compromise or unauthorized access. Consultant will take commercially reasonable measures to address any such data compromise or unauthorized access in a timely manner. Except as otherwise required by law, Consultant will not provide notice to end users or other entities of any such data compromise or unauthorized access without written permission from City. Consultant will promptly reimburse City in full for all fees and costs incurred by City in any investigation, remediation or litigation resulting from any such data compromise or unauthorized access, including identity protection and restoration services for each person, who in the City's sole discretion, could be impacted by identity theft.
23. Consultant may not advertise that City is a client, list City as a reference or otherwise use City's name, logos, trademarks, or service marks without prior written permission from City.

24. Consultant acknowledges that services rendered under this agreement (including but not limited to service levels and operational levels) shall be performed in accordance with industry standards.
25. If the project referenced on this service agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
26. If the project referenced on this service agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

City reserves the right to withhold any payments to Consultant in the event of noncompliance with insurance requirements or if required by law.
--



Proposal for: City of Roseville

311 VERNON STREET
Roseville, CA 95678
October 16, 2017

Dear Matthew Donaldson,

Altura Communication Solutions (Altura) is pleased to present City of Roseville the enclosed telecommunications system proposal. After reviewing the information that follows, we trust you will come to know Altura as the unified communications provider best suited to meet all of your telecommunications needs.

Altura, with offices nationwide, is one of Avaya's largest authorized Diamond Business Partners and a leading provider of communications applications, equipment and services for voice and data networking solutions. For nearly two decades, enterprises throughout North America have trusted Altura to design, deploy and manage their communications networks. Altura's vast experience in the industry, top rated service, strategic partnerships and full suite of network services is a significant advantage to customers. We provide solutions to over 6,000 customer sites in government, education, healthcare and financial markets.

Your designated Point of Contact for answering any questions regarding this proposal is:

Scot Morton

Account Manager

(602) 458-4018

smorton@alturacs.com

This proposal to City of Roseville is subject to mutually agreeable Terms and Conditions. Altura proposals contained herein are non-binding. All pricing is for discussion purposes only and subject to change. Final price quote is subject to verification of requirements and configuration.



Altura Communication Solutions

1335 South Acacia Ave.
Fullerton CA, 92831



Exhibit A – Order Form

Quote For MASTER SALES AND MAINTENANCE AGREEMENT ("Agreement")
dated October 16, 2017 by and between Altura Communication Solutions, LLC and **City of Roseville** ('Customer')

PREMISES (INSTALLED AT):

City of Roseville

311 VERNON STREET
Roseville, CA 95678

Matthew Donaldson
(916) 774-5405
mdonaldson@roseville.ca.us

SERVICES PERFORMED FOR:

City of Roseville

311 VERNON STREET
Roseville, CA 95678

Matthew Donaldson
(916) 774-5405
mdonaldson@roseville.ca.us

PRICING & DATES

Purchase Price * \$0.00
Support Paid Up-Front \$24,428.86
TOTAL \$24,428.86
Support to be billed \$0.00

Contract Presented October 16, 2017
Delivery * TBD
Installation Start * TBD
Cutover * TBD
In Service * 10/1/2017

** Including installation and shipping if applicable, but excluding taxes*

** Estimated*

ATTACHMENTS

- Coverpage
- Exhibit A, Exhibit B and Schedule 1
- Support Details
- **Pricing Reference: California Dept of General Services Contract**
- **CMAS 3-14-70-3100A**
- **Aug 11, 2015 through April 30, 2019**
- **AVST GSA Pricing Schedule Contract# GS-35F-0248R**

Schedule 1 – Quote & Exhibit B

This quote is only good for 45 days, effective: **10/16/2017**.

Vendor	Description	List Price	Sale Price
Altura	Advantage PP	\$8,811.00	\$6,608.25
Other	Third Party Support PP	\$17,820.61	\$17,820.61
	SUPPORT Paid Up-Front	\$26,631.61	\$24,428.86
	SUPPORT TOTAL	\$26,631.61	\$24,428.86
	TOTAL At Time of Sale	\$26,631.61	\$24,428.86
	GRAND SOLUTION TOTAL	\$26,631.61	\$24,428.86

		<i>All Pricing Excluding Taxes</i>
100.00%	Down Payment	\$24,428.86

Upon execution by both parties, this Schedule shall be incorporated into the Agreement.

Altura Communication Solutions, LLC

City of Roseville

By

By

Name Altura Contract Administration

Name _____

Title Director of Contract Administration

Title _____

Date _____

Date _____

Support Details

Part #	Description	Term	QTY	Unit List	Ext List	Location	Unit Sale	Sale Price
AA RTS	Altura Advantage Remote Technical Support-- No H/W Virtual	12 months	1400	\$0.37	\$6,219.53	311 Vernon Street	\$0.28	\$4,664.65
AA RTS	Altura Advantage Remote Technical Support-- No H/W Virtual	5 months	1400	\$0.37	\$2,591.47	311 Vernon Street	\$0.28	\$1,943.60
						Altura Advantage PP		\$6,608.25
						ALTURA ADVANTAGE TOTAL		\$6,608.25
1090-98340-00	AVST Standard XpressCare - CX-E licenses - 1 year AN	12 months	1400	\$0.73	\$12,327.75	311 Vernon Street	\$8.81	\$12,327.75
1090-98381-00	AVST Standard XpressCare - TTS licenses (per resource) - 1 year AN	12 months	4	\$5.24	\$251.49	311 Vernon Street	\$62.87	\$251.49
1090-98373-00	AVST Standard XpressCare - CX-E licenses - monthly pro-rated AN	5 months	1400	\$0.73	\$5,136.57	311 Vernon Street	\$3.67	\$5,136.57
1090-98376-00	AVST Standard XpressCare - TTS only licenses - monthly pro-rated AN	5 months	4	\$5.24	\$104.80	311 Vernon Street	\$26.20	\$104.80
						Other Support PP		\$17,820.61
						OTHER SUPPORT TOTAL		\$17,820.61

AN = Annual Payment

PP = Prepaid Payment

The End Customer may terminate their Avaya Support Advantage Services at any time during the current term upon at least 45 days written notice and shall be subject to payment of: (i) Support Advantage charges up to and including the date of termination, and (ii) cancellation fees. Cancellation fees shall be equal to the greater of Support Advantage charges that would otherwise be payable for the affected Support Advantage coverage for the remainder of the year of the Term in effect as of the effective date of the termination OR, 50% of the remainder of the Term in effect as of the effective date of the termination. The parties agree that the cancellation fees are liquidated damages comprising a reasonable estimate of Avaya's damages in the event of the Customer's early termination and are not a penalty. Unless already paid, the cancellation fees shall be immediately due and payable upon cancellation.

Maintenance Start Date

10/01/17 thru 02/28/19



Budgetary 2018 Proposal for: City of Roseville

311 VERNON STREET
Roseville, CA 95678
October 16, 2017

Dear Matthew Donaldson,

Altura Communication Solutions (Altura) is pleased to present City of Roseville the enclosed telecommunications system proposal. After reviewing the information that follows, we trust you will come to know Altura as the unified communications provider best suited to meet all of your telecommunications needs.

Altura, with offices nationwide, is one of Avaya's largest authorized Diamond Business Partners and a leading provider of communications applications, equipment and services for voice and data networking solutions. For nearly two decades, enterprises throughout North America have trusted Altura to design, deploy and manage their communications networks. Altura's vast experience in the industry, top rated service, strategic partnerships and full suite of network services is a significant advantage to customers. We provide solutions to over 6,000 customer sites in government, education, healthcare and financial markets.

Your designated Point of Contact for answering any questions regarding this proposal is:

Scot Morton

Account Manager

(602) 458-4018

smorton@alturacs.com

This proposal to City of Roseville is subject to mutually agreeable Terms and Conditions. Altura proposals contained herein are non-binding. All pricing is for discussion purposes only and subject to change. Final price quote is subject to verification of requirements and configuration.



Altura Communication Solutions

1335 South Acacia Ave.
Fullerton CA, 92831



Exhibit A – Order Form

Quote For MASTER SALES AND MAINTENANCE AGREEMENT ("Agreement") dated October 16, 2017 by and between Altura Communication Solutions, LLC and **City of Roseville** ('Customer')

PREMISES (INSTALLED AT):

City of Roseville

311 VERNON STREET
Roseville, CA 95678

Matthew Donaldson
(916) 774-5405
mdonaldson@roseville.ca.us

SERVICES PERFORMED FOR:

City of Roseville

311 VERNON STREET
Roseville, CA 95678

Matthew Donaldson
(916) 774-5405
mdonaldson@roseville.ca.us

PRICING & DATES

Purchase Price * \$0.00
Support Paid Up-Front \$97,186.68
TOTAL \$97,186.68
Support to be billed \$0.00

Contract Presented October 16, 2017
Delivery * TBD
Installation Start * TBD
Cutover * TBD
In Service * 03/01/18

** Including installation and shipping if applicable, but excluding taxes*

** Estimated*

ATTACHMENTS

- Coverpage
- Exhibit A, Exhibit B and Schedule 1
- Support Details
- **Pricing Reference: California Dept of General Services Contract**
- **CMAS 3-14-70-3100A**
- **Aug 11, 2015 through April 30, 2019**
- **Avaya GSA Pricing Schedule Contract# GS-35F-0156V (2017)**
- **Budgetary 2018 GSA pricing**
- **Altura GSA Pricing Schedule Contract # GS-35F-0666W**
 - **Modification PO0007 Effective 10/01 2015**
 - **Budgetary 2018 GSA pricing**
 -

Schedule 1 – Quote & Exhibit B

This quote is only good for 45 days, effective: **10/16/2017**.

Vendor	Description	Sale Price
Altura	Advantage PP	\$10,656.00
Avaya	Avaya Support PP	\$86,530.68
	SUPPORT Paid Up-Front	\$97,186.68
	SUPPORT TOTAL	\$97,186.68
	TOTAL At Time of Sale	\$97,186.68
	GRAND SOLUTION TOTAL	\$97,186.68

		<i>All Pricing Excluding Taxes</i>
100.00%	Down Payment	\$97,186.68

Upon execution by both parties, this Schedule shall be incorporated into the Agreement.

Altura Communication Solutions, LLC

City of Roseville

By

By

Name Altura Contract Administration

Name

Title Director of Contract Administration

Title

Date

Date

2018 Budgetary Support Details

Part #	Description	Term	QTY			Location	Unit Sale	Sale Price
239005	AVAYA SA ESS ONE-X AGT R2 AGENT 1YPP	12 months	1			311 Vernon Street	\$2.22	\$26.64
239017	AVAYA UPG ADV ONE-X AGT R2 AGENT 1YPP	12 months	1			311 Vernon Street	\$2.42	\$29.04
240500	AVAYA SA ESS C/D AES R6 BSC TSAPI 1YPP	12 months	130			311 Vernon Street	\$0.20	\$312.00
240630	AVAYA SA ESS C/D AES R6 DMCC BASIC 1YPP	12 months	40			311 Vernon Street	\$0.20	\$96.00
248554	AVAYA UPG ADV AES R6 BSC TSAPI 1YPP	12 months	130			311 Vernon Street	\$0.21	\$327.60
248614	AVAYA UPG ADV AES R6 DMCC FULL 1YPP	12 months	40			311 Vernon Street	\$1.29	\$619.20
292604	AVAYA SA PREFER SUPT AURA R7 CORE SUITE 1YR	12 months	1900			311 Vernon Street	\$2.15	\$49,020.00
292611	AVAYA UPGRADE ADVANTAGE AURA R7 CORE SUITE 1YR	12 months	1900			311 Vernon Street	\$1.22	\$27,816.00
284959	AVAYA SA PREF C/D DS R2 SAL GTWY VIRTUAL	12 months	1			311 Vernon Street	\$0.00	\$0.00
284960	AVAYA UPG ADV DS R2 SAL GTWY VIRTUAL	12 months	1			311 Vernon Street	\$0.00	\$0.00
291727	AVAYA SA PREF C/D CC R7 ELITE AGT 1YPP	12 months	50			311 Vernon Street	\$5.22	\$3,132.00
291734	AVAYA UPG ADV CC R7 ELITE AGT 1YPP	12 months	50			311 Vernon Street	\$3.08	\$1,848.00
293108	AVAYA SA PREF CMS R18 AGT 1-250 1YPP	12 months	50			311 Vernon Street	\$1.89	\$1,134.00
293114	AVAYA UPG ADV CMS R18 AGT 1-250 1YPP	12 months	50			311 Vernon Street	\$3.08	\$1,848.00
293198	AVAYA SA PREF CMS R18 SUPERVISOR 1YPP	12 months	5			311 Vernon Street	\$5.37	\$322.20
293210	AVAYA SA PREF CMS R18 INITIAL ACD 1YPP	12 months	1			311 Vernon Street	\$0.00	\$0.00
295201	AVAYA SA PREF C/D UPG AURA R7 TRK	12 months	1			311 Vernon Street	\$0.00	\$0.00
						Avaya Support PP		\$86,530.68
						AVAYA SUPPORT TOTAL		\$86,530.68
Part #	Description	Term	QTY	Unit List	Ext List	Location	Unit Sale	Sale Price
AA	Altura AA H/W Core switch excluding phone sets	12 months	1900	\$0.56	\$12,768.00	311 Vernon Street	\$0.42	\$9,576.00
AA AES 85	Altura AVAYA AES Server Hardware	12 months	1	\$120.00	\$1,440.00	311 Vernon Street	\$90.00	\$1,080.00
						Altura Advantage PP		\$10,656.00
						ALTURA ADVANTAGE TOTAL		\$10,656.00

AN = Annual Payment

PP = Prepaid Payment

The End Customer may terminate their Avaya Support Advantage Services at any time during the current term upon at least 45 days written notice and shall be subject to payment of: (i) Support Advantage charges up to and including the date of termination, and (ii) cancellation fees. Cancellation fees shall be equal to the greater of Support Advantage charges that would otherwise be payable for the affected Support Advantage coverage for the remainder of the year of the Term in effect as of the effective date of the termination OR, 50% of the remainder of the Term in effect as of the effective date of the termination. The parties agree that the cancellation fees are liquidated damages comprising a reasonable estimate of Avaya's damages in the event of the Customer's early termination and are not a penalty. Unless already paid, the cancellation fees shall be immediately due and payable upon cancellation.

Maintenance Start Date

03/01/18



COUNCIL COMMUNICATION

CC #: 8900

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

Title: Fiddymment Ranch - Phase 2 Village F-8C Final Map and Subdivision Agreement

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

Meeting Date: 12/6/2017

Item #: 7.10.

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, lots A , B, & C, the rights of way and the easements offered thereon, and approve the abandonment of the rights of way and easements listed thereon.
2. Adopt the attached resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

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

This map will be creating 88 residential lots and 3 landscape lots.

FISCAL IMPACT

No fiscal impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not Applicable.

ENVIRONMENTAL REVIEW

This project is exempt from environmental review per Section 15182 of the California Environmental Quality Act (CEQA) Guidelines as a residential project pursuant to a Specific Plan for which an EIR has been certified. The West Roseville Specific Plan EIR (SCH#2002082057) was certified by the City of Roseville on February 4, 2004.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-486

Subdivision Agreement

Final Map

RESOLUTION NO. 17-486

APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE,
SIGNATURE MANAGEMENT COMPANY, INC. AND ATC REALTY ONE, LLC, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a subdivision agreement between the City of Roseville, Signature
Management Company, Inc. and ATC Realty One, LLC, for the Fiddymment Ranch - Phase 2,
Village F-8C Subdivision (Subdivision No. PL14-0438), has been reviewed by the City Council;
and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

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

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

SUBDIVISION AGREEMENT

Fiddymont Ranch-Phase 2 Village F-8C SUBDIVISION

THIS AGREEMENT, made and entered into this ____ day of _____,
20____, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and
Signature Management Company Inc, a California corporation (the
"DEVELOPER") and ATC Realty One LLC, a
Delaware limited liability company (the "OWNER").

WITNESSETH:

WHEREAS, OWNER is possessed of a tract of land lying in the City of Roseville,
Fiddymont Ranch-
County of Placer, known as "Phase 2 - Village F-8C Subdivision" (Subdivision no.
PL14-0438 ; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning
Commission on the 26th day of February, 2015, and the final map of the
Subdivision has been approved subject to the execution of this Agreement; OR

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, DEVELOPER holds an option to purchase the Subdivision ("Optioned Property") from the OWNER for development; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that DEVELOPER 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 DEVELOPER 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. DEVELOPER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by Wood Rodgers, Inc., dated July, 2017 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before October 31, 2019, such survey monuments as may be required by the City Engineer ("the Work"). DEVELOPER 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.

DEVELOPER 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 DEVELOPER, 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 DEVELOPER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that DEVELOPER 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 DEVELOPER, DEVELOPER'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 any time 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 DEVELOPER to eliminate the safety hazard. If DEVELOPER 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 DEVELOPER, DEVELOPER'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. DEVELOPER 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 DEVELOPER 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. DEVELOPER 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. DEVELOPER 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 \$ 1,419,137. 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. DEVELOPER 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 DEVELOPER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that DEVELOPER's warranty obligations have been satisfied.

c. Any securities 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. OWNER may submit securities on behalf of and in place of DEVELOPER, and assume that responsibility.

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. DEVELOPER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. DEVELOPER's Obligation to Warn Public During Construction. Until final acceptance of the Work, DEVELOPER 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. DEVELOPER 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. DEVELOPER 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, DEVELOPER 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 DEVELOPER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to DEVELOPER and to DEVELOPER'S Surety. In such event, DEVELOPER 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 DEVELOPER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. DEVELOPER 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, DEVELOPER 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 DEVELOPER '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.

DEVELOPER'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. DEVELOPER 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

LIMITS OF 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
Workers' Compensation	Statutory

a. Form. DEVELOPER 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. DEVELOPER 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 DEVELOPER. The additional insured coverage under the DEVELOPER'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. DEVELOPER 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. DEVELOPER hereby agrees to waive subrogation which any insurer of DEVELOPER may acquire from DEVELOPER 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 DEVELOPER, its employees, agents and subcontractors.

g. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve DEVELOPER 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 DEVELOPER 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 DEVELOPER 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 DEVELOPER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of DEVELOPER. In the event CITY seeks recourse against a security, CITY shall also have recourse against DEVELOPER for any and all amounts necessary to complete the obligations of DEVELOPER 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 DEVELOPER.

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:

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

DEVELOPER: John W. Ford
Signature Management Company
4670 Willow Road, Suite 200
Pleasanton, CA 94588

Owner: David Ash
ATC Realty One, LLC
333 Market Street, 17th Floor
San Francisco, CA 94105

Parties may amend their address by giving written notice to the other parties.

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.

23. Owner's Disclaimer. OWNER is executing this Agreement to allow the recordation of it against the Optioned Property. Nothing contained in this Agreement, including OWNER's execution of it, shall be construed to be a waiver of any and all defenses OWNER may have in the absence of executing this Agreement, including but not limited to, a waiver of any defenses to potential liability under the Agreement.

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 DEVELOPER and OWNER have caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation,

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: _____
MARC STOUT
City Engineer

DEVELOPER:

Signature Management Company, Inc., a
California corporation

BY: _____
John W. Ford
its: President

and

BY: _____
Dave Taylor
its: Secretary

OWNER:

ATC Realty One, LLC, a
Delaware limited liability company

BY: _____
David Ash
its: Senior Vice President

(NOTARIZATION REQUIRED)

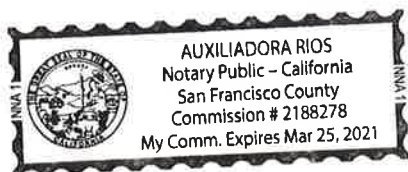
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 San Francisco)
 On October 27, 2017 before me, Auxiliadora Rios, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared David Ash
 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 Auxiliadora Rios
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: Subdivision Agreement Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: David Ash
☒ Corporate Officer — Title(s): Sr. Vice President
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: ATC Realty One, LLC

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE 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)SS
COUNTY OF Alameda)

On November 2, 2017 before me, Yolanda Lovato Salsedo, Notary Public, personally appeared Dave Taylor and John W. Ford

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.

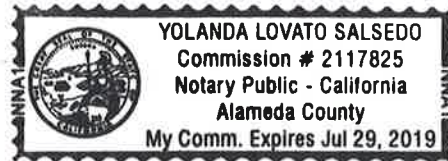
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Yolanda Lovato Salsedo

Affix appropriate seal above



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THIS SUBDIVISION MAP, "FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE F-8C" AS SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY. WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

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

- A. PUBLIC EASEMENTS FOR INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, ELECTROLIERS, TRAFFIC CONTROL APPURTENANCES, WATER, SEWER, DRAINAGE AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS 'A', 'B' AND 'C' AND THOSE STRIPS OF LAND TEN (10) FEET AND TWELVE AND ONE-HALF (12.5) FEET IN WIDTH AND CONTIGUOUS TO THE STREETS SHOWN HEREON AND DESIGNATED "10' PUE" AND "12.5' PUE".

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

- A. AS PUBLIC RIGHTS-OF-WAY (INCLUDING THE IMPROVEMENTS THEREON), THE STREETS SHOWN HEREON AS BELFAST WAY, CRAWFORD PARKWAY, FAIRHAVEN COURT, FAIRHAVEN STREET, FITZWILLIAM STREET, NOBLEBORO WAY AND PRUETT DRIVE.
- B. FOR LANDSCAPING PURPOSES AND AS PUBLIC RIGHTS-OF-WAY THE LOTS SHOWN HEREON AS LOTS 'A', 'B' AND 'C'.

ATC REALTY ONE, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: David L. Ash
ITS: SENIOR VICE PRESIDENT

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 San Francisco) SS

ON 27th DAY OF October, 2017 BEFORE ME, Auxiliadora Rios,
David L. Ash A 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/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: Auxiliadora Rios

PRINTED NAME: Auxiliadora Rios

MY PRINCIPLE PLACE OF BUSINESS IS IN THE
COUNTY OF: San Francisco

MY COMMISSION EXPIRES: March 21, 2021

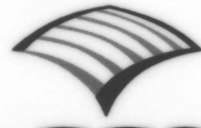
MY COMMISSION No.: 2188278

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE F-8C

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-8C
SUBDIVISION NO. PL14-0438

BEING ALL OF LOT 14 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C. AND SITUATE IN SECTION 13, T11N., R.5E., M.D.M.

CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA


WOOD RODGERS
DEVELOPING • INNOVATIVE • DESIGN • SOLUTIONS
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

DECEMBER 2017

Sheet 1 of 8
1027.152

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE F-8C AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

MARC STOUT
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE 09/30/2018

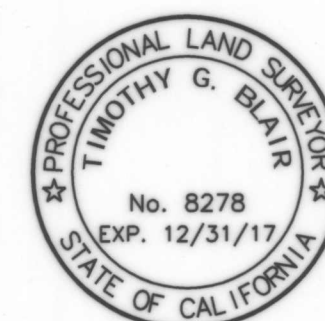
DATE _____

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE F-8C IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

TIMOTHY G. BLAIR, P.L.S. 8278
EXPIRATION DATE: 12/31/2017

DATE _____



CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE HAS APPROVED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE F-8C AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, LOTS 'A', 'B', AND 'C', THE RIGHTS-OF-WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS APPROVED THE ABANDONMENT OF THE I.O.D.'S FOR RIGHT-OF-WAY AND PUBLIC UTILITY EASEMENTS IN NOTE 6 ON SHEET 2.

DATE _____

CITY CLERK, CITY OF ROSEVILLE

BY: Assistant City Clerk
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2017, AT _____ M. IN
BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF WOOD RODGERS, INC.

FEE: \$ _____

DOCUMENT NO.: _____

BY: Ryan Ronco
RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER

BY: _____
DEPUTY RECORDER

SURVEYOR'S STATEMENT

THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE F-8C 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 ATC REALTY ONE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, IN JULY 2016. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS AS INDICATED, OR THAT THEY WILL BE SET BY DECEMBER 31, 2019 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.



Dennis L. Barber
DENNIS L. BARBER
P.L.S. 8067 EXP. 12/31/2017

11/1/17
DATE

REFERENCES:

- (1) DD MAPS 88 FINAL MAP OF FIDDYMMENT RANCH PHASE 2A – LARGE LOT SUBDIVISION

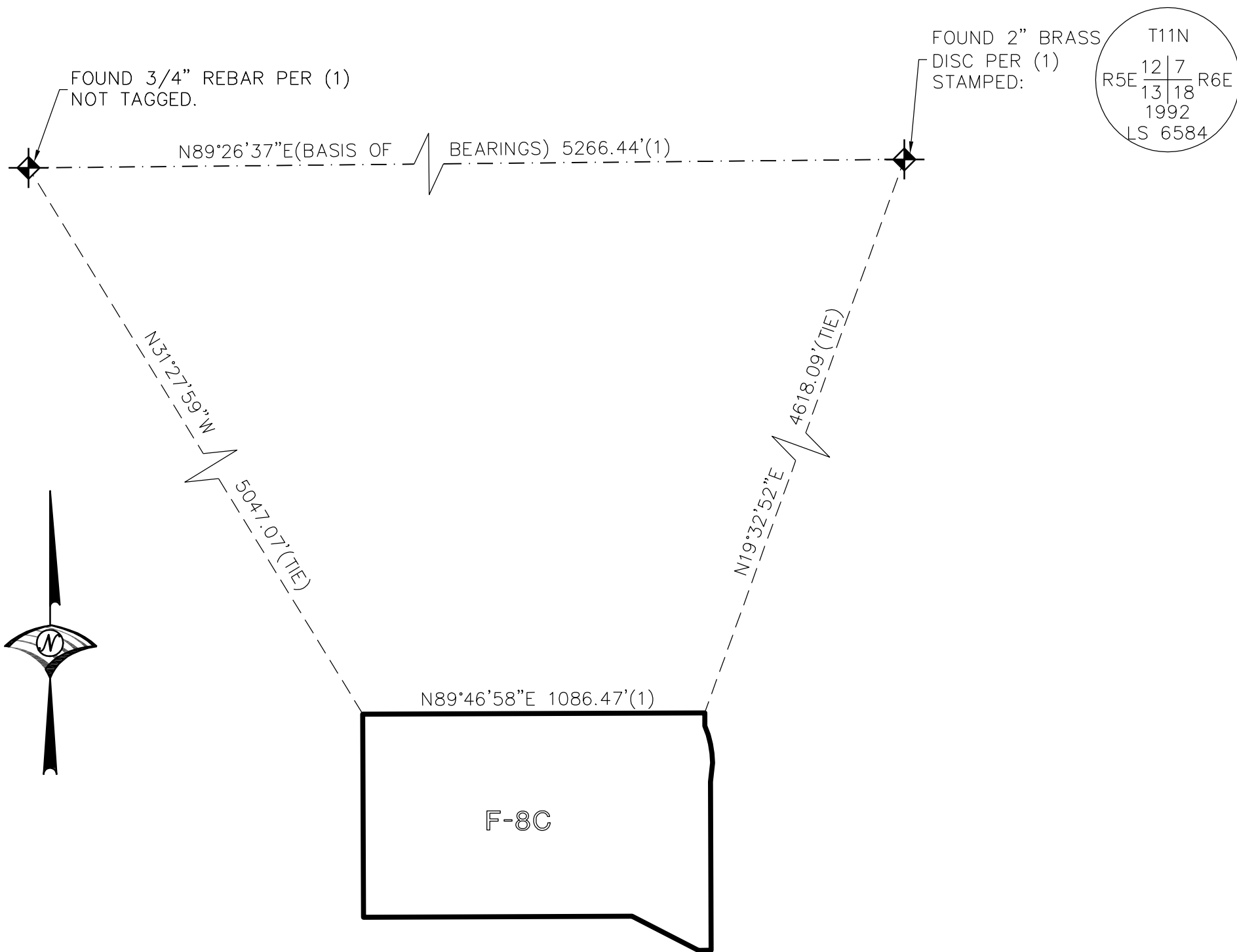
BASIS OF BEARINGS STATEMENT

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF SECTION 13, T.11N., R.5E., M.D.M. SAID BEARING IS TAKEN AS NORTH 89°26'37" EAST PER THE FINAL MAP OF FIDDYMMENT RANCH PHASE 2A – LARGE LOT SUBDIVISION.

NOTES

- ALL CURVES DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING, AND CHORD DISTANCE.
- ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
- DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
- TOTAL AREA FOR THIS "FIDDYMMENT RANCH PHASE 2 – VILLAGE F-8C" SUBDIVISION IS 16.67± ACRES, CONSISTING OF 88 RESIDENTIAL LOTS, AND 3 MISCELLANEOUS LOTS.
- 5/8" REBAR CAPPED "LS 8067" WILL BE SET AT ALL REAR LOT CORNERS, ALONG WITH ALL LOT LINE ANGLE POINTS OR AT A 2.00 FOOT PROJECTION ALONG LOT LINES ADJACENT TO WALLS (2.00 FOOT BY 2.00 FOOT OFFSETS FOR ANGLE POINTS ADJACENT TO WALLS). FRONT CORNERS WILL BE SET WITH A 1" BRASS DISK STAMPED "LS 8067" AT A 1.00 FOOT PROJECTION OF THE PROPERTY LINE ONTO THE SIDEWALK.
- PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC IRREVOCABLE OFFERS OF DEDICATION/RIGHTS OF WAY (IOD/RW) AND PUBLIC UTILITY EASEMENTS (PUE) ARE HEREBY ABANDONED:
 - THOSE PORTIONS OF THE IOD/RW DEPICTED ON THE MAP ENTITLED "FIDDYMMENT RANCH PHASE 2A – LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP.
 - THOSE PORTIONS OF THE PUE DEPICTED ON THE MAP ENTITLED "FIDDYMMENT RANCH PHASE 2A – LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP.

BASIS OF BEARINGS DIAGRAM
NOT TO SCALE



LEGEND

- FOUND SECTION CORNER AS NOTED
- FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 8067" PER DD MAPS 88
- SET BRASS DISK WITH PUNCH STAMPED "LS 8067" IN STANDARD CITY OF ROSEVILLE MONUMENT WELL
- (OA) OVERALL DIMENSION
- PUE PUBLIC UTILITY EASEMENT
- O.R.P.C. OFFICIAL RECORDS OF PLACER COUNTY
- IOD/RW IRREVOCABLE OFFER OF DEDICATION/RIGHT-OF-WAY
- IOD IRREVOCABLE OFFER OF DEDICATION
- (R) RADIAL BEARING
- (X) SHEET INDEX NUMBER

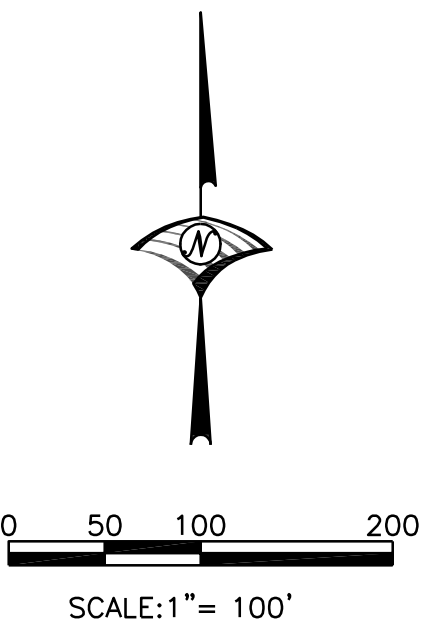
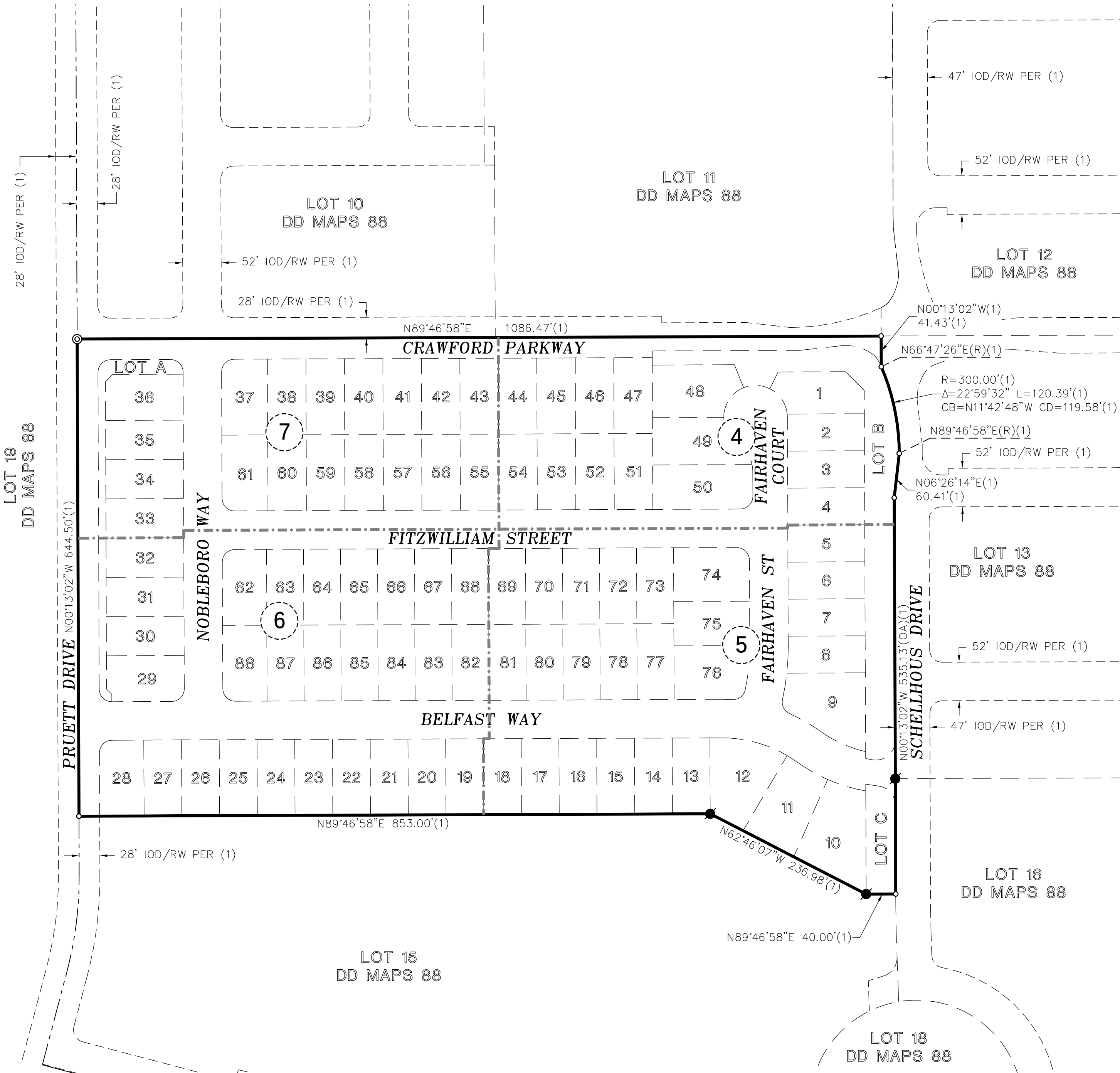
FINAL MAP OF
FIDDYMMENT RANCH PHASE 2
VILLAGE F-8C
WEST ROSEVILLE SPECIFIC PLAN PARCEL F-8C
SUBDIVISION NO. PL14-0438

BEING ALL OF LOT 14 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMMENT RANCH PHASE 2A LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C. AND SITUATE IN SECTION 13, T11N., R.5E., M.D.M. CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

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VILLAGE BOUNDARY AND SHEET INDEX



FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE F-8C

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-8C
SUBDIVISION NO. PL14-0438

BEING ALL OF LOT 14 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT
RANCH PHASE 2A LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT
PAGE 88, O.R.P.C. AND SITUATE IN SECTION 13, T11N., R.5E., M.D.M.

CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

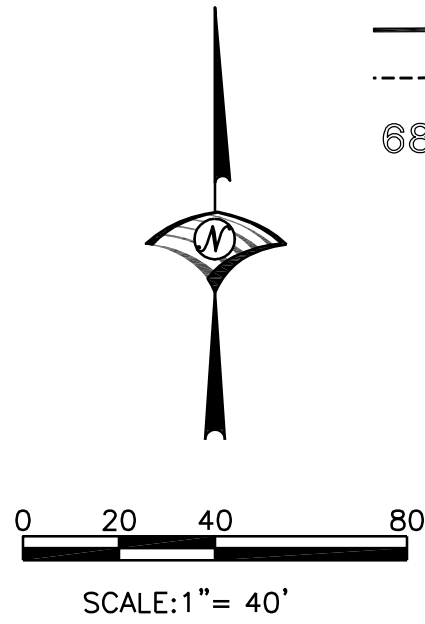
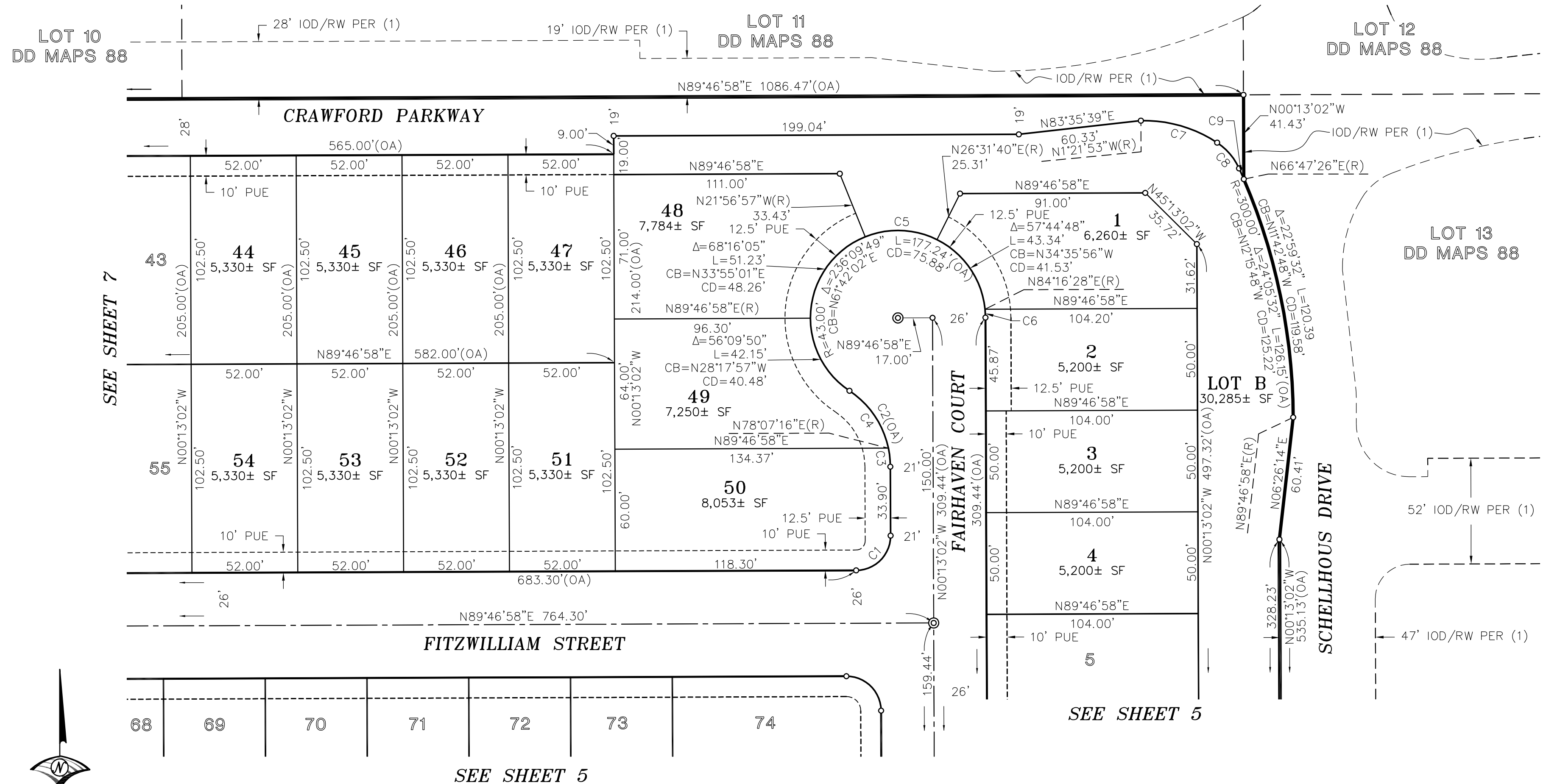
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Sheet 3 of 8

1027.152

SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.



Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C2	45.00'	56°09'50"	44.11'	N28°17'57"W	42.37'
C3	45.00'	11°39'41"	9.16'	N6°02'53"W	9.14'
C4	45.00'	44°30'09"	34.95'	N34°07'48"W	34.08'
C5	43.00'	48°28'37"	36.38'	N87°42'38"W	35.31'
C6	43.00'	5°30'29"	4.13'	N2°58'18"W	4.13'
C7	65.00'	34°55'30"	39.62'	N73°54'08"W	39.01'
C8	30.00'	32°07'49"	16.82'	N40°22'28"W	16.60'
C9	300.00'	1°06'00"	5.76'	N23°45'34"W	5.76'

FINAL MAP OF
FIDDYMMENT RANCH PHASE 2
VILLAGE F-8C

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-8C
SUBDIVISION NO. PL14-0438

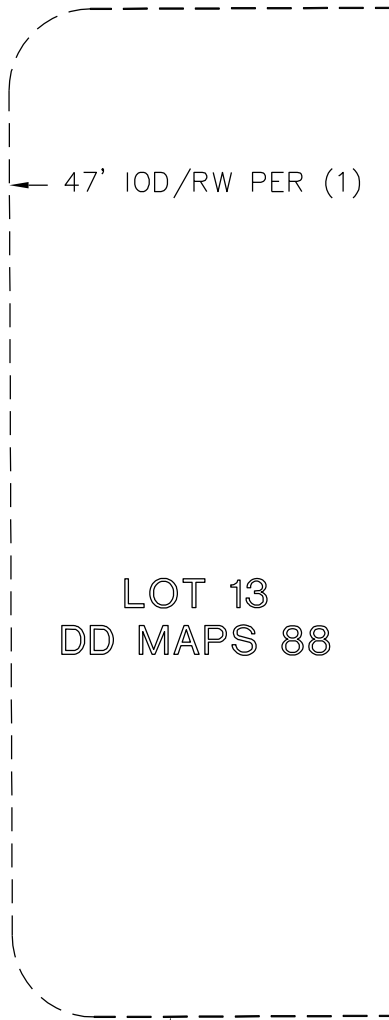
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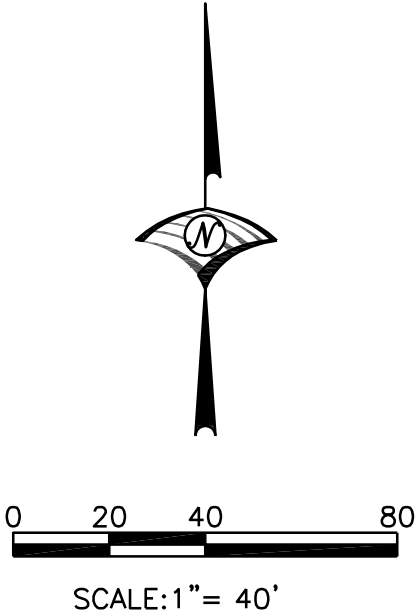
SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.



52' IOD/RW PER (1)

LOT 16
DD MAPS 88

47' IOD/RW PER (1)



Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C2	17.00'	81°18'38"	24.13'	N52°48'33"E	22.15'
C3	226.00'	3°40'55"	14.52'	N88°22'35"W	14.52'
C4	326.00'	12°44'56"	72.54'	N6°09'26"E	72.39'
C5	17.00'	78°40'36"	23.34'	N26°48'25"W	21.55'
C6	226.00'	11°49'55"	46.67'	N60°13'45"W	46.59'
C7	174.00'	22°36'50"	68.68'	N65°37'12"W	68.23'
C8	183.00'	3°05'36"	9.88'	N79°08'18"W	9.88'
C9	26.00'	99°31'57"	45.17'	N49°32'56"E	39.70'
C10	26.00'	83°51'28"	38.05'	N42°08'46"W	34.75'
C11	217.00'	4°28'48"	16.97'	N81°50'06"W	16.96'
C12	226.00'	25°42'34"	101.41'	N67°10'05"W	100.56'
C13	174.00'	35°54'15"	109.04'	N72°15'55"W	107.26'
C14	174.00'	5°18'51"	16.14'	N56°58'13"W	16.13'
C15	200.00'	13°53'46"	48.51'	N83°16'09"W	48.39'

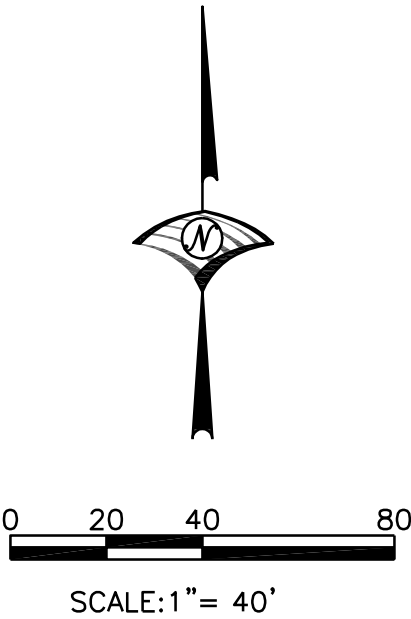
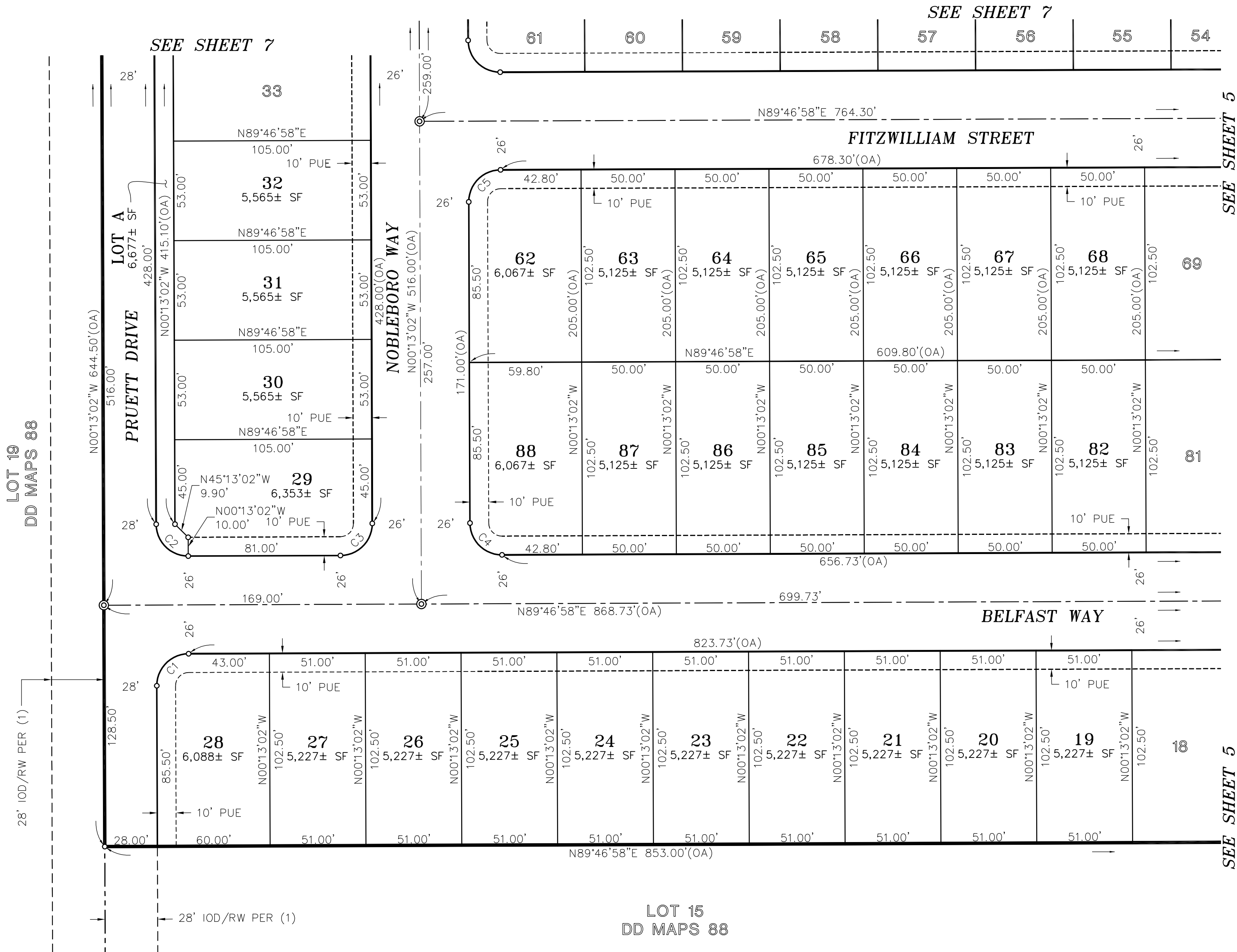
FINAL MAP OF
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VILLAGE F-8C
WEST ROSEVILLE SPECIFIC PLAN PARCEL F-8C
SUBDIVISION NO. PL14-0438

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CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

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SEE SHEET 2 FOR BASIS OF
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C3	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C4	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C5	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'

FINAL MAP OF
FIDDYMMENT RANCH PHASE 2
VILLAGE F-8C
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 SUBDIVISION NO. PL14-0438

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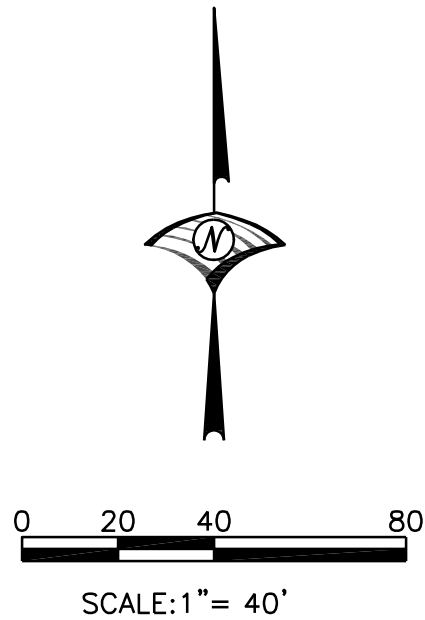
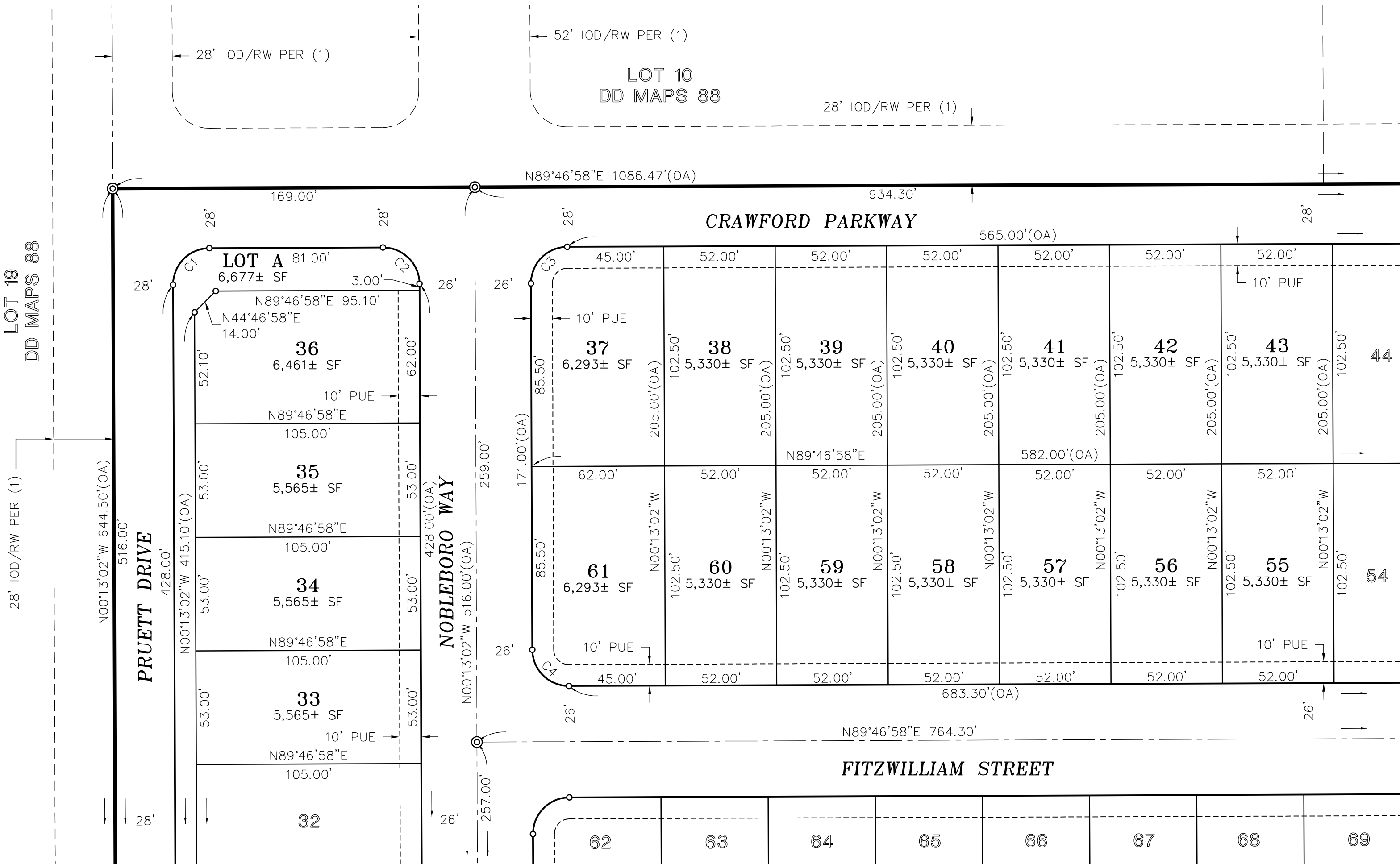


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Sheet 6 of 8
1027.152

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FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE F-8C
WEST ROSEVILLE SPECIFIC PLAN PARCEL F-8C
SUBDIVISION NO. PL14-0438

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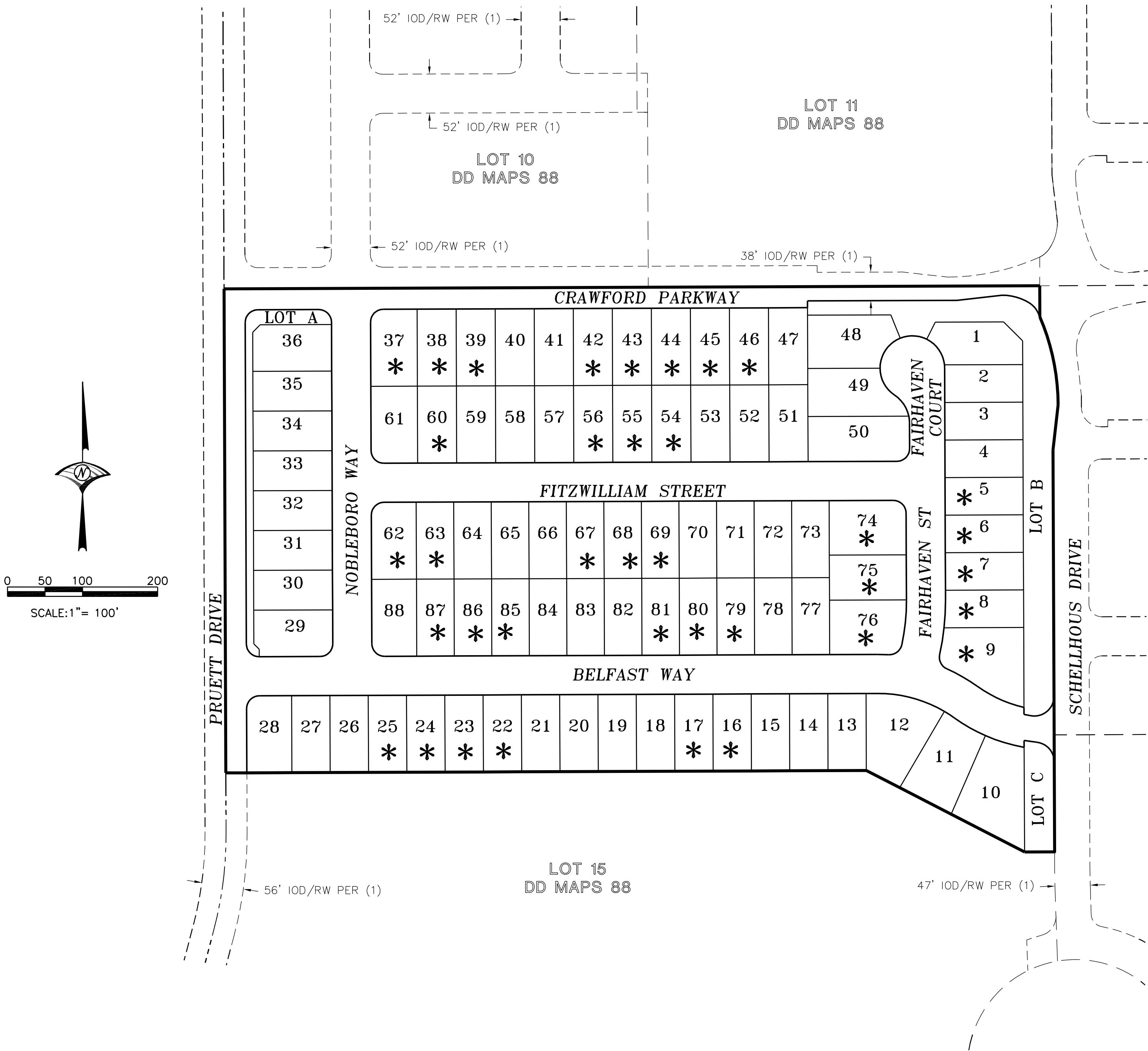


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SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.

INFORMATIONAL SHEET



ADDITIONAL INFORMATION FOR INFORMATIONAL PURPOSE ONLY
PURSUANT TO SECTION 66434.2 OF THE GOVERNMENT CODE.

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW PREVENTER 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 FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

LEGEND

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

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE F-8C

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-8C
SUBDIVISION NO. PL14-0438

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Sheet 8 of 8

1027.152

SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.



COUNCIL COMMUNICATION

CC #: 8901

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

Title: Fiddymment Ranch - Phase 2 Village F-8D - Final Map and Subdivision Agreement

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

Meeting Date: 12/6/2017

Item #: 7.11.

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, the rights of way and the easements offered thereon, and approve the abandonment of the rights of way and easements listed thereon.
2. Adopt the attached resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

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

This map will be creating 38 residential lots, 1 landscape lot and 1 open space lot.

FISCAL IMPACT

No fiscal impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

This project is exempt from environmental review per Section 15182 of the California Environmental Quality Act (CEQA) Guidelines as a residential project pursuant to a Specific Plan for which an EIR has been certified. The West Roseville Specific Plan EIR (SCH#2002082057) was certified by the City of Roseville on February 4, 2004.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-487

Subdivision Agreement

Final Map

RESOLUTION NO. 17-487

APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE,
SIGNATURE MANAGEMENT COMPANY, INC. AND ATC REALTY ONE, LLC, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a subdivision agreement between the City of Roseville, Signature
Management Company, Inc. and ATC Realty One, LLC, for the Fiddymment Ranch - Phase 2,
Village F-8D Subdivision (Subdivision No. PL14-0438), has been reviewed by the City Council;
and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

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

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

SUBDIVISION AGREEMENT

Fiddymont Ranch - Phase 2 Village F-8D SUBDIVISION

THIS AGREEMENT, made and entered into this ____ day of _____,
20____, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and
Signature Management Company, Inc., a California corporation (the
"DEVELOPER") and ATC Realty One, LLC, a
Delaware limited liability company (the "OWNER").

WITNESSETH:

WHEREAS, OWNER is possessed of a tract of land lying in the City of Roseville,
County of Placer, known as "Fiddymont Ranch-Phase 2
Village F-8D Subdivision" (Subdivision no.
PL14-0438; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning
Commission on the 26th day of February, 2015, and the final map of the
Subdivision has been approved subject to the execution of this Agreement; OR

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, DEVELOPER holds an option to purchase the Subdivision ("Optioned Property") from the OWNER for development; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that DEVELOPER 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 DEVELOPER 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. DEVELOPER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by Wood Rodgers, Inc., dated July, 2017 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before October 31, 2019, such survey monuments as may be required by the City Engineer ("the Work"). DEVELOPER 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.

DEVELOPER 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 DEVELOPER, 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 DEVELOPER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that DEVELOPER 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 DEVELOPER, DEVELOPER'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 any time 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 DEVELOPER to eliminate the safety hazard. If DEVELOPER 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 DEVELOPER, DEVELOPER'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. DEVELOPER 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 DEVELOPER 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. DEVELOPER 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. DEVELOPER 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 \$ 1,059,534. 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. DEVELOPER 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 DEVELOPER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that DEVELOPER's warranty obligations have been satisfied.

c. Any securities 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. OWNER may submit securities on behalf of and in place of DEVELOPER, and assume that responsibility.

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. DEVELOPER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. DEVELOPER's Obligation to Warn Public During Construction. Until final acceptance of the Work, DEVELOPER 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. DEVELOPER 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. DEVELOPER 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, DEVELOPER 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 DEVELOPER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to DEVELOPER and to DEVELOPER'S Surety. In such event, DEVELOPER 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 DEVELOPER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. DEVELOPER 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, DEVELOPER 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 DEVELOPER'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.

DEVELOPER'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. DEVELOPER 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

LIMITS OF 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
Workers' Compensation	Statutory

a. Form. DEVELOPER 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. DEVELOPER 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 DEVELOPER. The additional insured coverage under the DEVELOPER'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. DEVELOPER 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. DEVELOPER hereby agrees to waive subrogation which any insurer of DEVELOPER may acquire from DEVELOPER 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 DEVELOPER, its employees, agents and subcontractors.

g. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve DEVELOPER 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 DEVELOPER 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 DEVELOPER 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 DEVELOPER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of DEVELOPER. In the event CITY seeks recourse against a security, CITY shall also have recourse against DEVELOPER for any and all amounts necessary to complete the obligations of DEVELOPER 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 DEVELOPER.

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:

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

DEVELOPER: John W Ford
Signature Management Co., Inc.
4670 Willow Road, Suite 200
Pleasanton, CA 94588

Owner: David Ash
ATC Realty One, LLC
333 Market Street, 17th Floor
San Francisco, CA 94105

Parties may amend their address by giving written notice to the other parties.

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.

23. Owner's Disclaimer. OWNER is executing this Agreement to allow the recordation of it against the Optioned Property. Nothing contained in this Agreement, including OWNER's execution of it, shall be construed to be a waiver of any and all defenses OWNER may have in the absence of executing this Agreement, including but not limited to, a waiver of any defenses to potential liability under the Agreement.

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 DEVELOPER and OWNER have caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation,

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: _____
MARC STOUT
City Engineer

DEVELOPER:

Signature Management Company, Inc., a
California corporation

BY: _____
John W. Ford
President

and

BY: _____
Dave Taylor
Secretary

OWNER:

ATC Realty One, LLC, a
Delaware limited liability company

BY: _____
David Ash
Senior Vice President

(NOTARIZATION REQUIRED)

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 San Francisco)
 On October 27, 2017 before me, Auxiliadora Rios, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared David Ash
 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 Auxiliadora Rios
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: Subdivision Agreement Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: <u>David Ash</u>	Signer's Name: _____
☒ Corporate Officer — Title(s): <u>Sr Vice President</u>	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: <u>ATC Realty One LLC</u>	Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE 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.

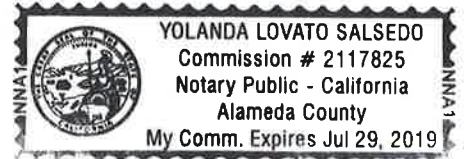
STATE OF California)SS
COUNTY OF Alameda)

On November 2, 2017 before me, Yolanda Lovato Salsedo, Notary Public, personally appeared Dave Taylor and John W. Ford

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 Yolanda Lovato Salsedo Affix appropriate seal above

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THIS SUBDIVISION MAP, "FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE F-8D" AS SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY. WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

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

- A. PUBLIC EASEMENTS FOR INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, ELECTROLIERS, TRAFFIC CONTROL APPURTENANCES, WATER, SEWER, DRAINAGE AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS A AND B AND THOSE STRIPS OF LAND TEN (10) FEET AND TWELVE AND ONE-HALF (12.5) FEET IN WIDTH AND CONTIGUOUS TO THE STREETS SHOWN HEREON AND DESIGNATED "10' PUE" AND "12.5' PUE".

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

- A. AS PUBLIC RIGHTS-OF-WAY (INCLUDING THE IMPROVEMENTS THEREON), THE STREETS SHOWN HEREON AS CUMBERLAND DRIVE, PLYMPTON LOOP, PRUETT DRIVE.
- B. LOT 'B', SHOWN HEREON, TO THE CITY OF ROSEVILLE FOR OPEN SPACE PURPOSES.
- C. FOR LANDSCAPING PURPOSES AND AS PUBLIC RIGHTS-OF-WAY THE LOTS SHOWN HEREON AS LOT 'A'.

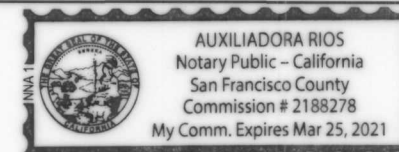
ATC REALTY ONE, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: David L. Ash
DAVID L. ASH
ITS: SENIOR VICE PRESIDENT

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 San Francisco) SS



ON 27th DAY OF October, 2017 BEFORE ME, Auxiliadora Rios
David L. Ash A 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/HEY 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: Auxiliadora Rios

PRINTED NAME: Auxiliadora Rios

MY PRINCIPLE PLACE OF BUSINESS IS IN THE
COUNTY OF: San Francisco

MY COMMISSION EXPIRES: March 21, 2021

MY COMMISSION No.: 2188278

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE F-8D

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-8D
SUBDIVISION NO. PL14-0438
BEING ALL OF LOT 15 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA



DECEMBER 2017

Sheet 1 of 7

1027.152

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE F-8D AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

MARC STOUT
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE 09/30/2018

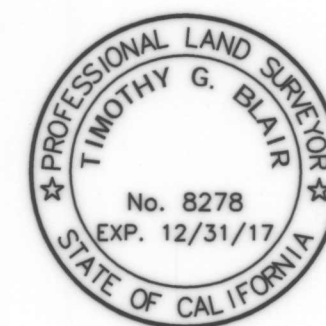
DATE

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE F-8D IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

TIMOTHY G. BLAIR, P.L.S. 8278
EXPIRATION DATE: 12/31/2017

DATE



CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE HAS APPROVED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE F-8D AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, LOTS 'A' AND 'B', THE RIGHTS-OF-WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS APPROVED THE ABANDONMENT OF THE I.O.D.'S FOR RIGHT-OF-WAY AND PUBLIC UTILITY EASEMENTS IN NOTE 6 ON SHEET 2.

DATE

CITY CLERK, CITY OF ROSEVILLE

BY: Assistant City Clerk
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2017, AT _____ M. IN
BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF WOOD RODGERS,
INC.

FEE: \$ _____

DOCUMENT NO.: _____

BY: Ryan Ronco
RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER

BY: _____
DEPUTY RECORDER

SURVEYOR'S STATEMENT

THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE F-8D 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 ATC REALTY ONE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, IN JULY 2016. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS AS INDICATED, OR THAT THEY WILL BE SET BY DECEMBER 31, 2019 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.



DENNIS L. BARBER
P.L.S. 8067 EXP. 12/31/2017

DATE 11/1/17

REFERENCES:

- (1) DD MAPS 88
- FINAL MAP OF FIDDYMENT RANCH PHASE 2A – LARGE LOT SUBDIVISION
- (2) DD MAPS 9
- FINAL MAP OF FIDDYMENT RANCH PHASE 2 – VILLAGES F-9 & F-19

BASIS OF BEARINGS STATEMENT

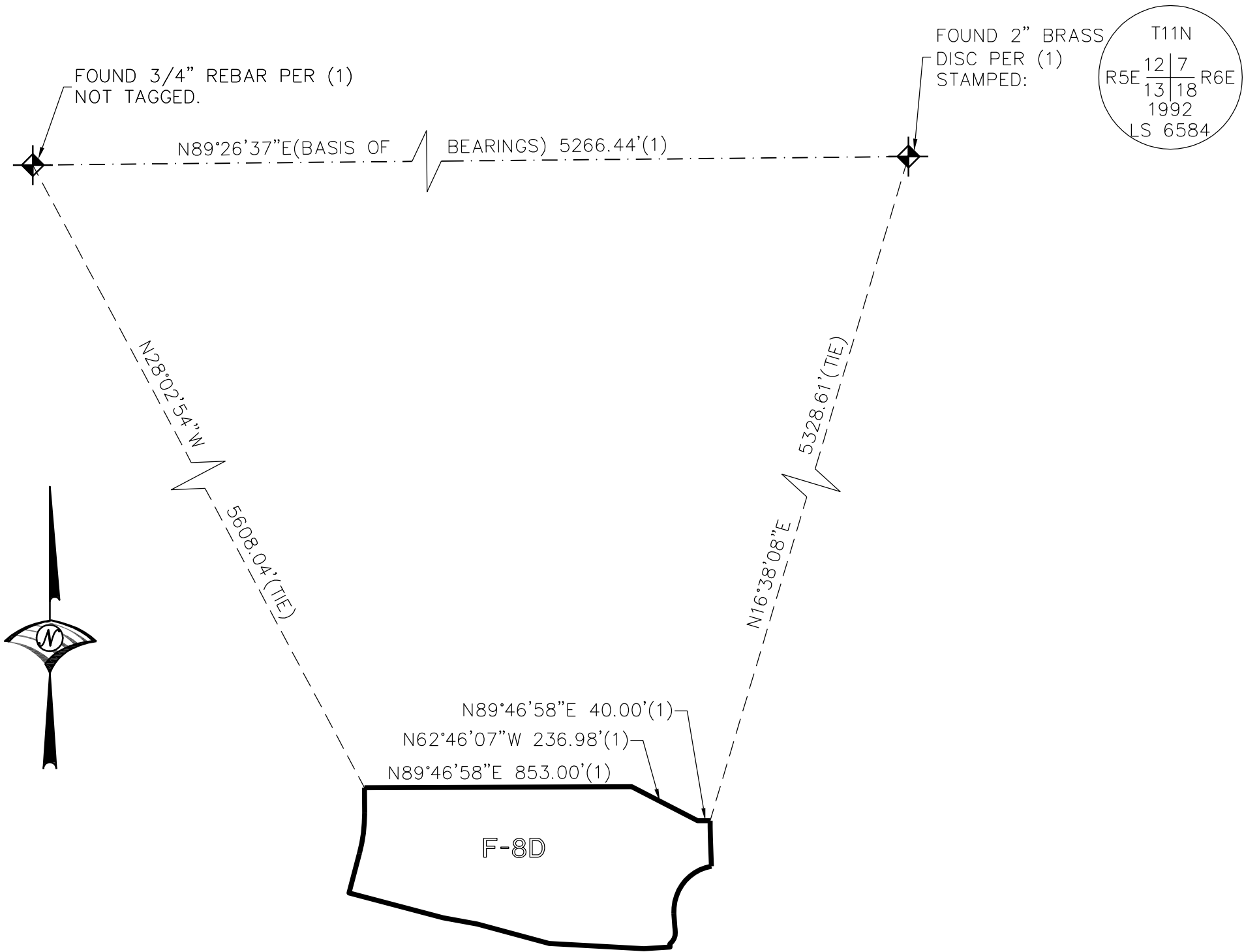
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF SECTION 13, T.11N., R.5E., M.D.M. SAID BEARING IS TAKEN AS NORTH 89°26'37" EAST PER THE FINAL MAP OF FIDDYMENT RANCH PHASE 2A – LARGE LOT SUBDIVISION.

NOTES

1. ALL CURVES DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING, AND CHORD DISTANCE.
2. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
3. DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
4. TOTAL AREA FOR THIS "FIDDYMENT RANCH PHASE 2 – VILLAGE F-8D" SUBDIVISION IS 10.93± ACRES, CONSISTING OF 38 RESIDENTIAL LOTS, AND 2 MISCELLANEOUS LOTS.
5. 5/8" REBAR CAPPED "LS 8067" WILL BE SET AT ALL REAR LOT CORNERS, ALONG WITH ALL LOT LINE ANGLE POINTS OR AT A 2.00 FOOT PROJECTION ALONG LOT LINES ADJACENT TO WALLS (2.00 FOOT BY 2.00 FOOT OFFSETS FOR ANGLE POINTS ADJACENT TO WALLS). FRONT CORNERS WILL BE SET WITH A 1" BRASS DISK STAMPED "LS 8067" AT A 1.00 FOOT PROJECTION OF THE PROPERTY LINE ONTO THE SIDEWALK.
6. PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC IRREVOCABLE OFFERS OF DEDICATION/RIGHTS OF WAY (IOD/RW) AND PUBLIC UTILITY EASEMENTS (PUE) ARE HEREBY ABANDONED:
- 6.1. THOSE PORTIONS OF THE IOD/RW DEPICTED ON THE MAP ENTITLED "FIDDYMENT RANCH PHASE 2A – LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP.
- 6.2. THOSE PORTIONS OF THE PUE DEPICTED ON THE MAP ENTITLED "FIDDYMENT RANCH PHASE 2A – LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP.

BASIS OF BEARINGS DIAGRAM

NOT TO SCALE



LEGEND

- FOUND SECTION CORNER AS NOTED
- FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 8067" PER DD MAPS 88
- FOUND 5/8" REBAR WITH CAP STAMPED "LS 6815" PER DD MAPS 9
- SET BRASS DISK WITH PUNCH STAMPED "LS 8067" IN STANDARD CITY OF ROSEVILLE MONUMENT WELL
- (OA) OVERALL DIMENSION
- PUE PUBLIC UTILITY EASEMENT
- O.R.P.C. OFFICIAL RECORDS OF PLACER COUNTY
- IOD/RW IRREVOCABLE OFFER OF DEDICATION/RIGHT-OF-WAY
- IOD IRREVOCABLE OFFER OF DEDICATION
- (R) RADIAL BEARING
- (X) SHEET INDEX NUMBER

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE F-8D

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-8D
SUBDIVISION NO. PL14-0438

BEING ALL OF LOT 15 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T. 11 N., R. 5 E., M.D.M. CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA



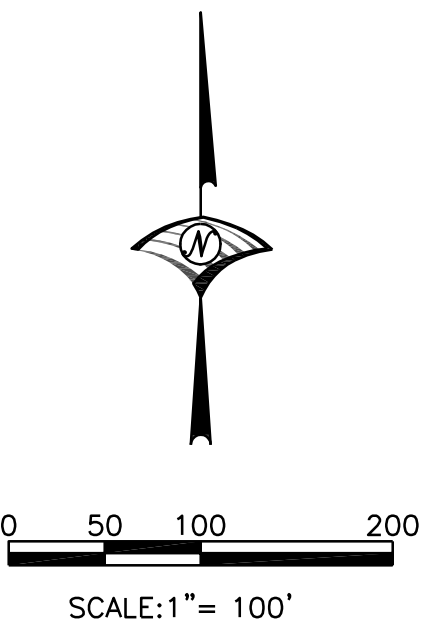
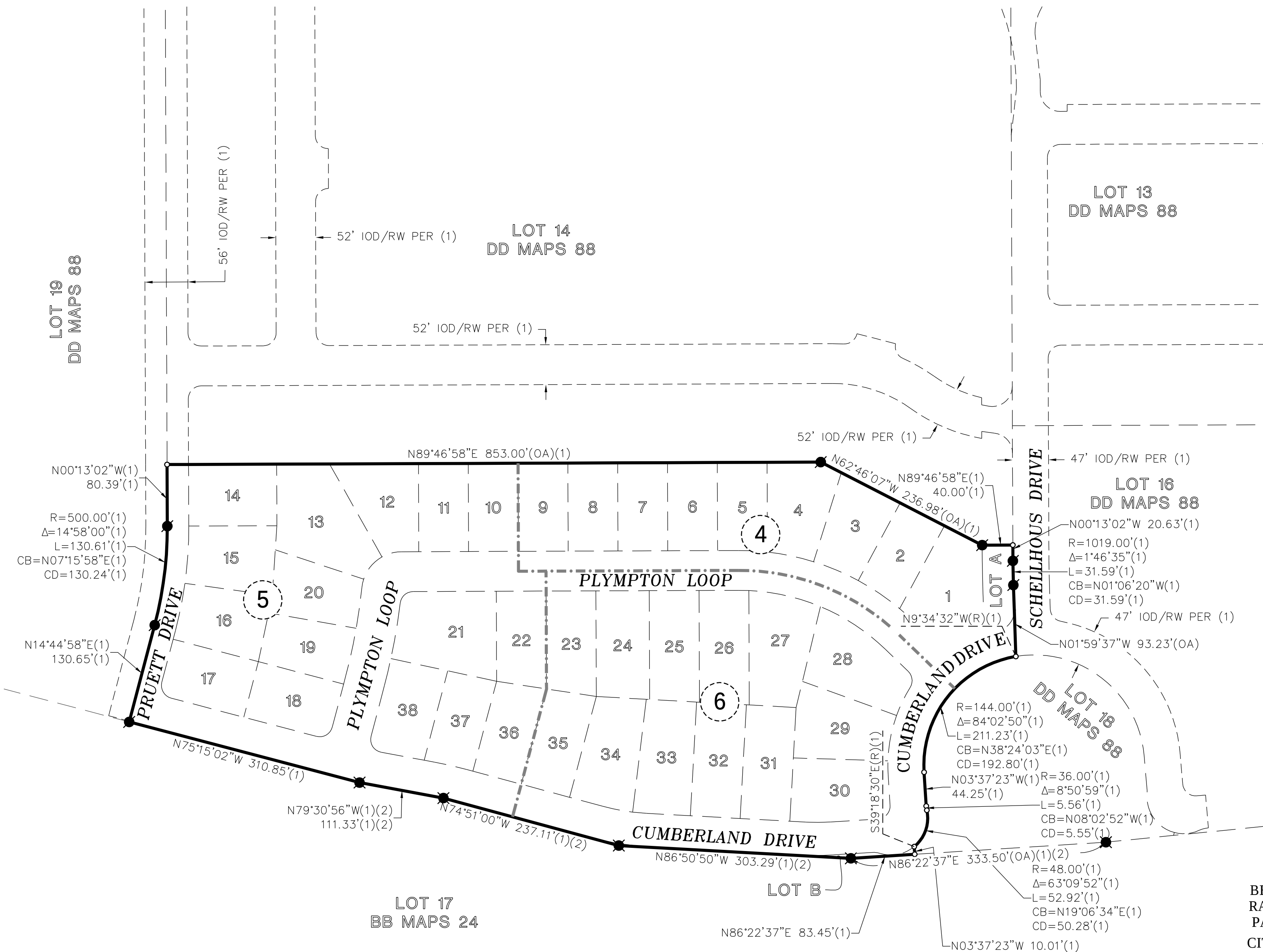
WOOD RODGERS
DEVELOPING • INNOVATIVE • DESIGN • SOLUTIONS

3301 C St., Bldg. 100-B
Sacramento, CA 95816

Tel 916.341.7760
Fax 916.341.7767

DECEMBER 2017

VILLAGE BOUNDARY AND SHEET INDEX



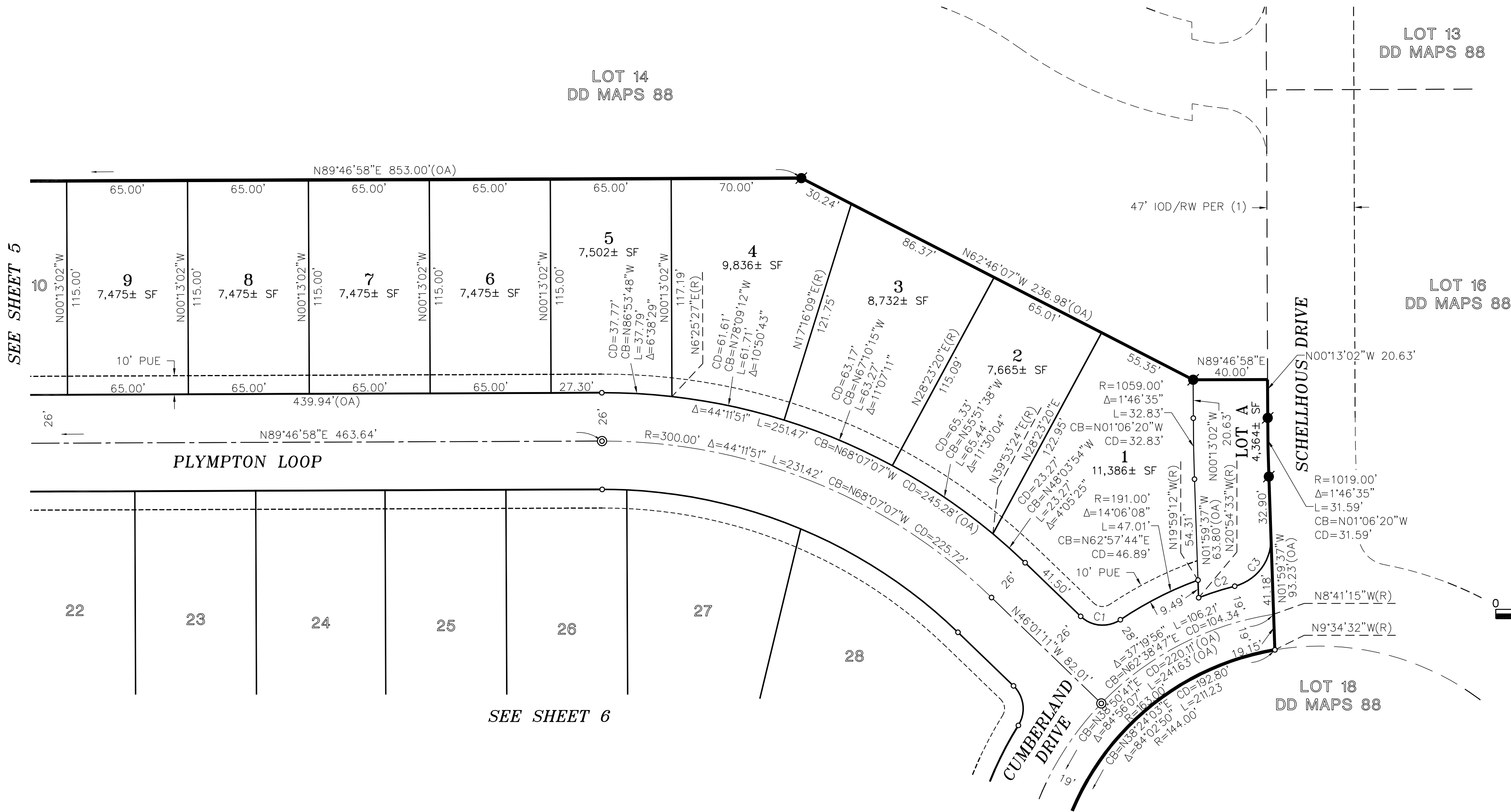
FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE F-8D

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-8D
SUBDIVISION NO. PL14-0438
BEING ALL OF LOT 15 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

DECEMBER 2017

SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.


WOOD RODGERS
DEVELOPING • INNOVATIVE • DESIGN • SOLUTIONS
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767



Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	17.00'	78°04'09"	23.16'	N85°03'16"W	21.41'
C2	182.00'	6°25'16"	20.40'	N72°18'05"E	20.39'
C3	26.00'	77°30'20"	35.17'	N36°45'33"E	32.55'

FINAL MAP OF
FIDDYMENT RANCH PHASE 2
VILLAGE F-8D

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-8D
SUBDIVISION NO. PL14-0438

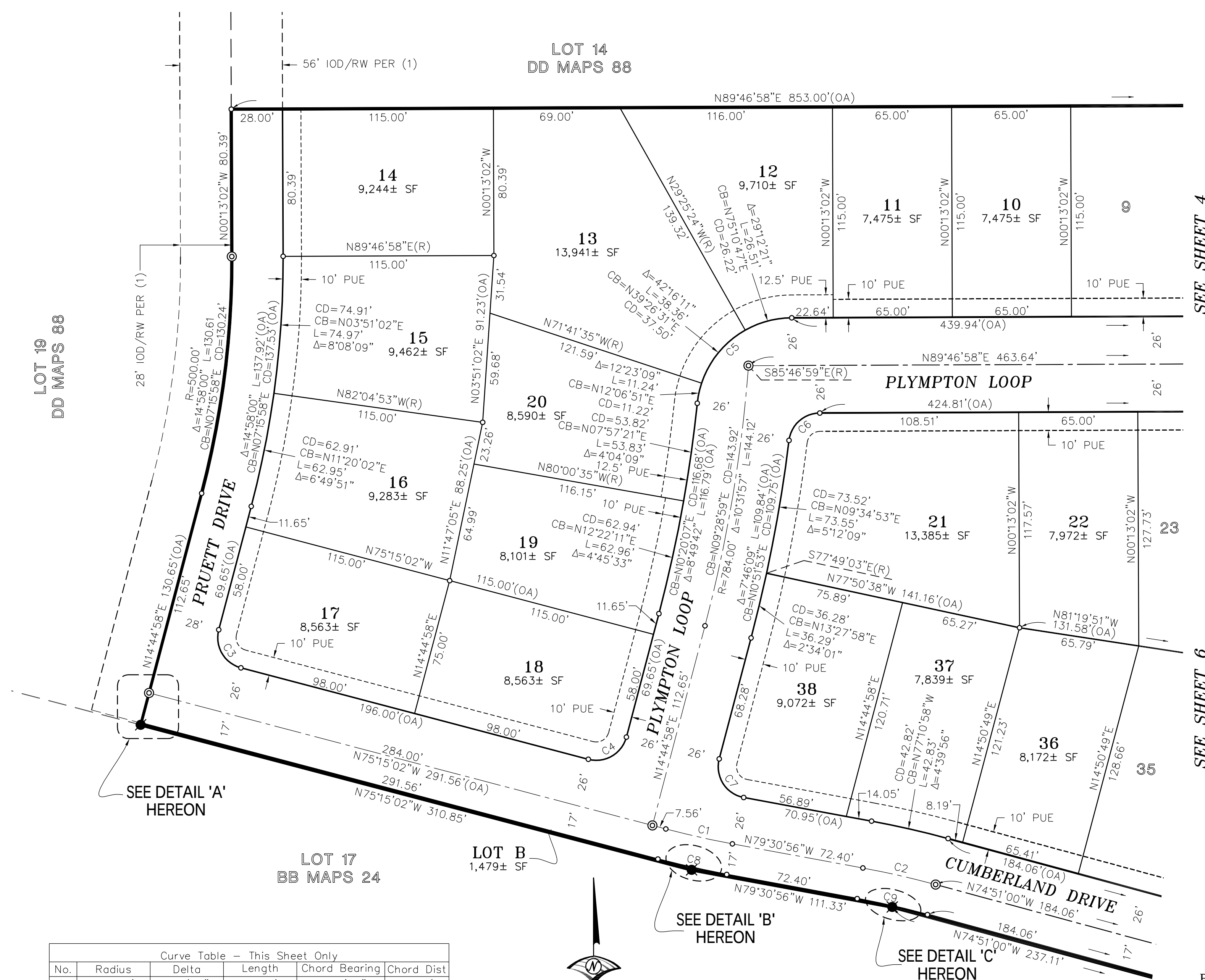
BEING ALL OF LOT 15 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T. 11 N., R. 5 E., M.D.M. CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

DECEMBER 2017

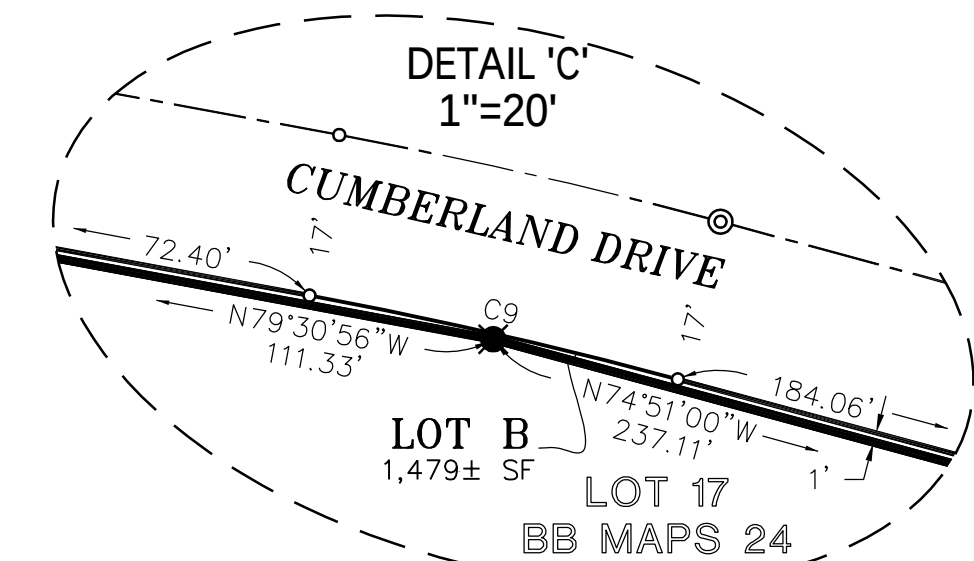
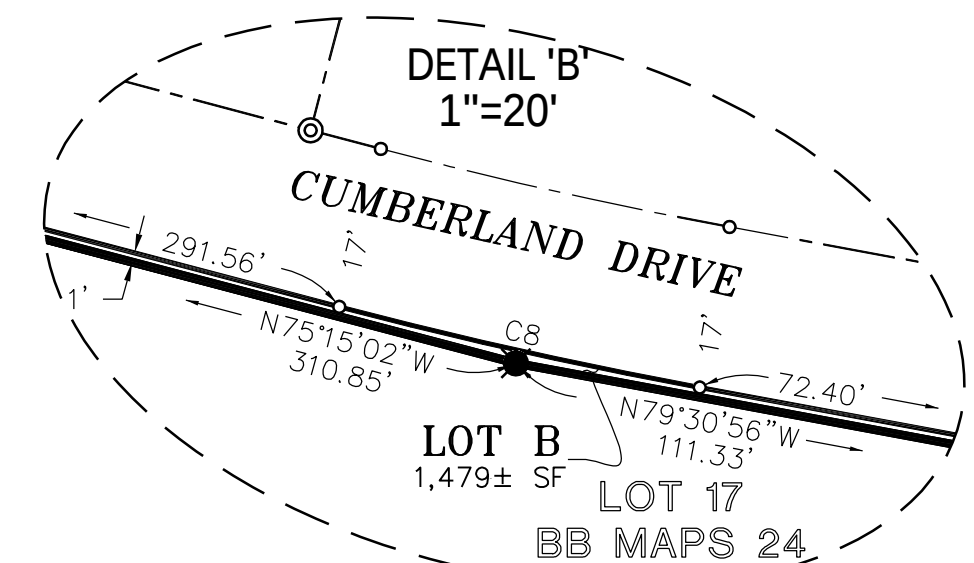
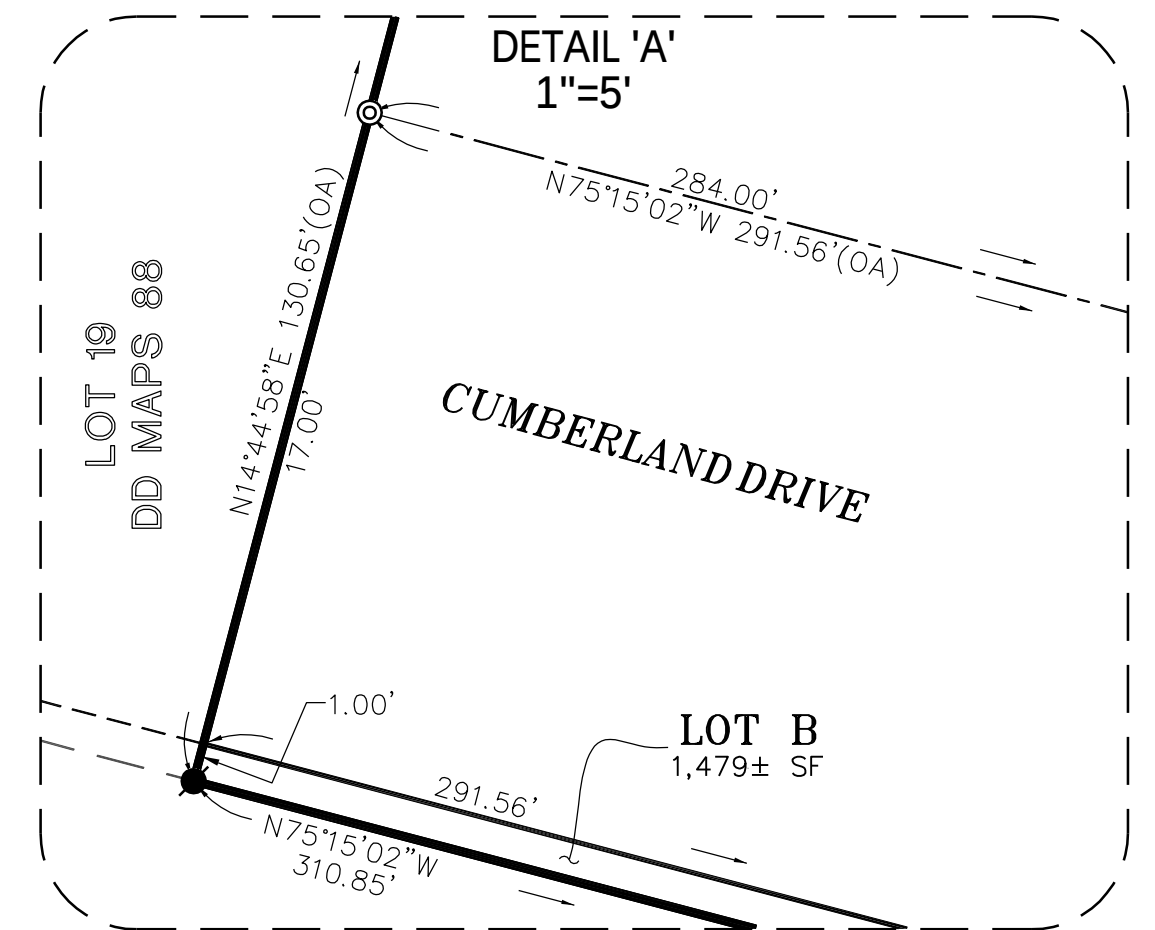
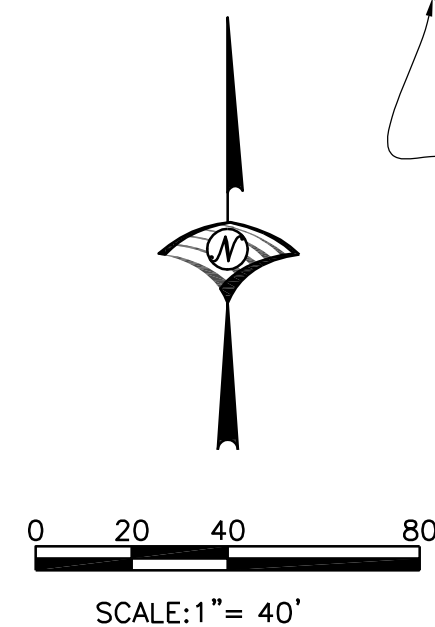
SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.



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Sacramento, CA 95816 Fax 916.341.7767



Curve Table — This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	500.00'	41°5'54"	37.22'	N77°22'59"W	37.21'
C2	500.00'	4°39'56"	40.71'	N77°10'58"W	40.70'
C3	17.00'	90°00'00"	26.70'	N30°15'02"W	24.04'
C4	17.00'	90°00'00"	26.70'	N59°44'58"E	24.04'
C5	52.00'	83°51'42"	76.11'	N47°51'07"E	69.50'
C6	17.00'	82°48'09"	24.57'	N48°22'53"E	22.49'
C7	17.00'	94°15'54"	27.97'	N32°22'59"W	24.92'
C8	517.00'	4°15'54"	38.48'	N77°22'59"W	38.48'
C9	483.00'	4°39'56"	39.33'	N77°10'58"W	39.33'



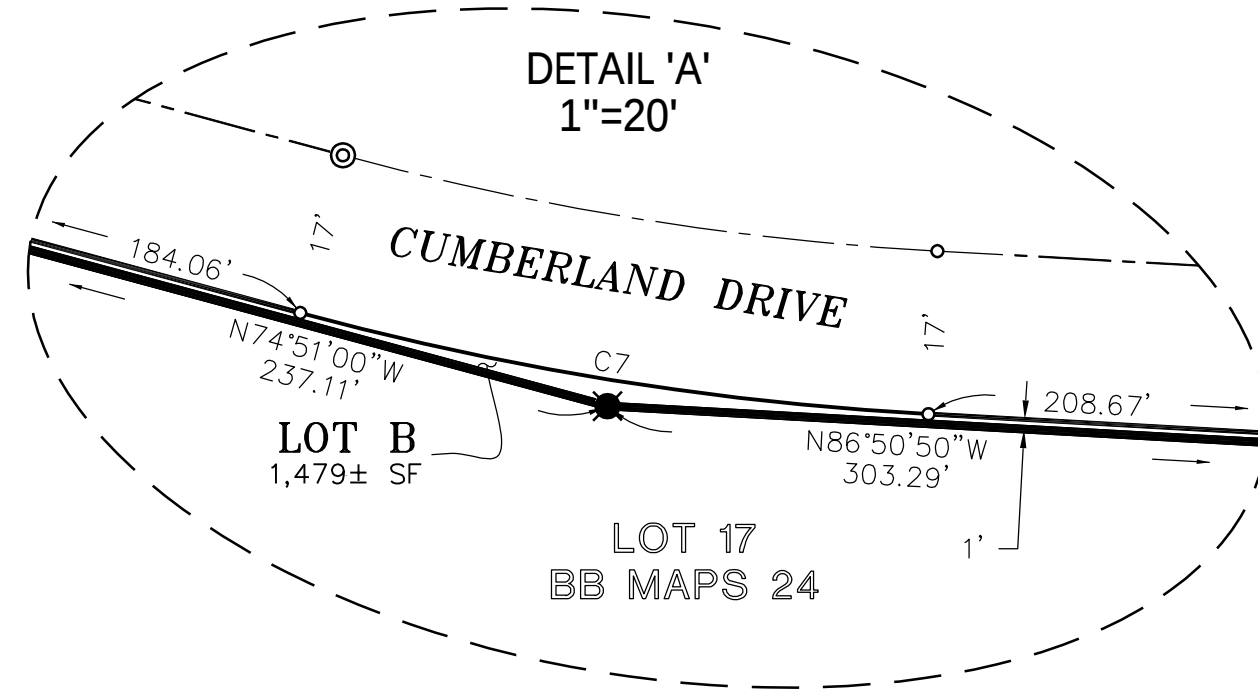
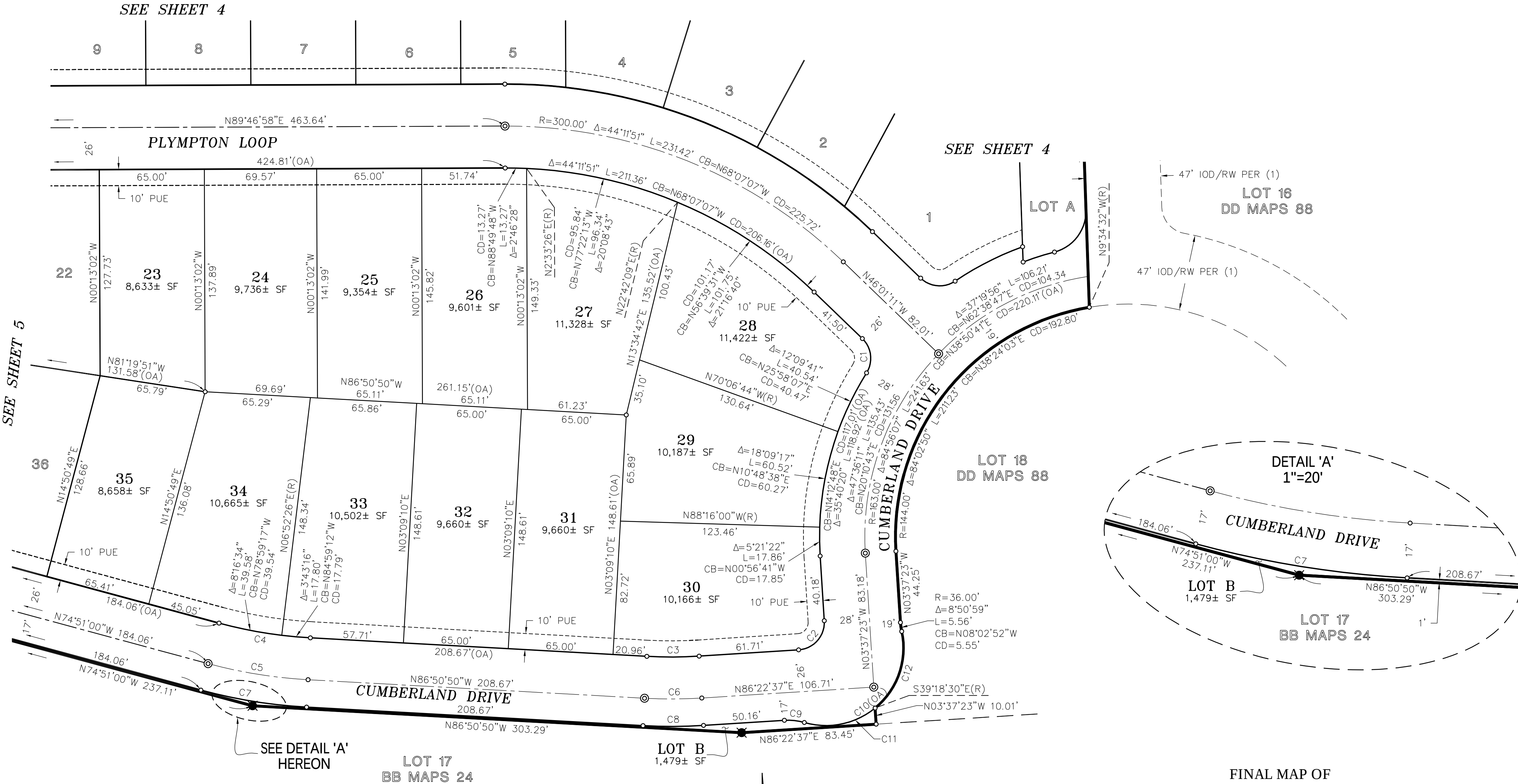
FINAL MAP OF FIDDYMMENT RANCH PHASE 2 VILLAGE F-8D

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-8D
SUBDIVISION NO. PL14-0438

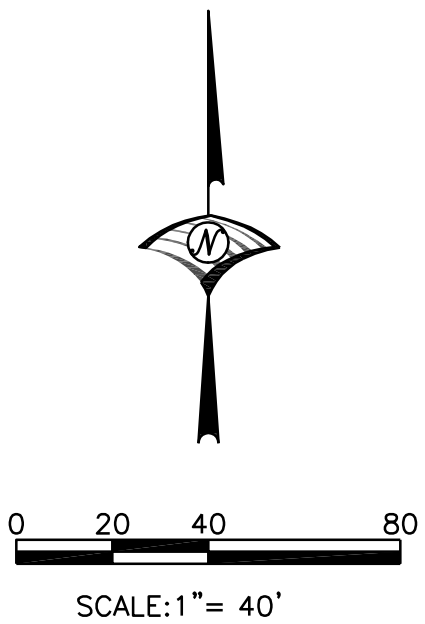
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CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

DECEMBER 2017

Sheet 5 of 7



Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	17.00'	78°04'09"	23.16'	N6°59'07"W	21.41'
C2	17.00'	90°00'00"	26.70'	N41°22'37"E	24.04'
C3	274.00'	6°46'32"	32.40'	N89°45'54"E	32.38'
C4	274.00'	11°59'50"	57.37'	N80°50'55"W	57.27'
C5	300.00'	11°59'50"	62.82'	N80°50'55"W	62.70'
C6	300.00'	6°46'32"	35.48'	N89°45'54"E	35.46'
C7	317.00'	11°59'50"	66.38'	N80°50'55"W	66.26'
C8	317.00'	6°46'32"	37.49'	N89°45'54"E	37.47'
C9	36.00'	19°52'06"	12.48'	N83°41'20"W	12.42'
C10	48.00'	118°43'05"	99.46'	N46°53'11"E	82.60'
C11	48.00'	55°33'13"	46.54'	N78°28'07"E	44.74'
C12	48.00'	63°09'52"	52.92'	N29°06'34"E	50.28'



FINAL MAP OF
**FIDDYMMENT RANCH PHASE 2
VILLAGE F-8D**
WEST ROSEVILLE SPECIFIC PLAN PARCEL F-8D
SUBDIVISION NO. PL14-0438
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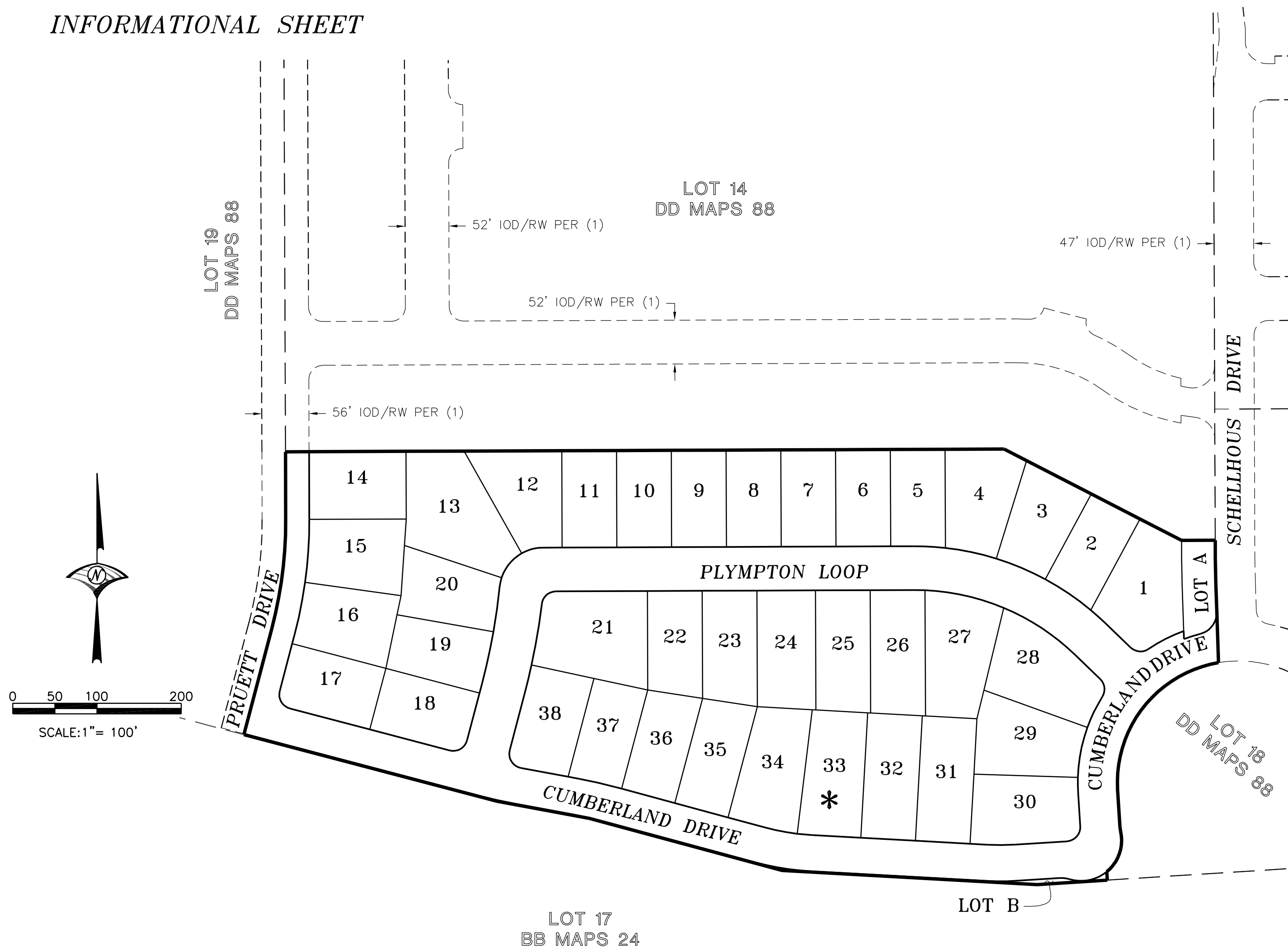
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DECEMBER 2017

Sheet 6 of 7

1027.152

INFORMATIONAL SHEET



**ADDITIONAL INFORMATION FOR INFORMATIONAL PURPOSE ONLY
PURSUANT TO SECTION 66434.2 OF THE GOVERNMENT CODE.**

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW PREVENTER 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 FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

LEGEND

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

FINAL MAP OF
**FIDDYMMENT RANCH PHASE 2
VILLAGE F-8D**

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-8D
SUBDIVISION NO. PL14-0438

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COUNCIL COMMUNICATION

CC #: 8902

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

Title: Fiddymment Ranch - Phase 2 Village F-9C Final Map and Subdivision Agreement

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

Meeting Date: 12/6/2017

Item #: 7.12.

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, C & D, the rights of way and the easements offered thereon, and approve the abandonment of the rights of way and easements listed thereon.
2. Adopt the attached resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

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

This map will be creating 83 residential lots and 4 landscape lots.

FISCAL IMPACT

No fiscal impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

This project is exempt from environmental review per Section 15182 of the California Environmental Quality Act (CEQA) Guidelines as a residential project pursuant to a Specific Plan for which an EIR has been certified. The West Roseville Specific Plan EIR (SCH#2002082057) was certified by the City of Roseville on February 4, 2004.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-488

Subdivision Agreement

Final Map

RESOLUTION NO. 17-488

APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE,
SIGNATURE MANAGEMENT COMPANY, INC. AND ATC REALTY ONE, LLC, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a subdivision agreement between the City of Roseville, Signature
Management Company, Inc. and ATC Realty One, LLC, for the Fiddymment Ranch - Phase 2,
Village F-9C Subdivision (Subdivision No. PL14-0438), has been reviewed by the City Council;
and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

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

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

SUBDIVISION AGREEMENT

Fiddymment Ranch-Phase 2 Village 9C SUBDIVISION

THIS AGREEMENT, made and entered into this ____ day of _____,
20____, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and
Signature Management Company, Inc.,, a California corporation (the
"DEVELOPER") and ATC Realty One, LLC, a
Delaware limited liability company (the "OWNER").

WITNESSETH:

WHEREAS, OWNER is possessed of a tract of land lying in the City of Roseville,
Fiddymment Ranch - Phase 2
County of Placer, known as "Village F-9C Subdivision" (Subdivision no.
PL14-0438; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning
Commission on the 26th day of February, 20¹⁵, and the final map of the
Subdivision has been approved subject to the execution of this Agreement; OR

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, DEVELOPER holds an option to purchase the Subdivision ("Optioned Property") from the OWNER for development; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that DEVELOPER 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 DEVELOPER 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. DEVELOPER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by Wood Rodgers, Inc., dated July, 2017 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before October 31, 2019, such survey monuments as may be required by the City Engineer ("the Work"). DEVELOPER 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.

DEVELOPER 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 DEVELOPER, 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 DEVELOPER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that DEVELOPER 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 DEVELOPER, DEVELOPER'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 any time 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 DEVELOPER to eliminate the safety hazard. If DEVELOPER 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 DEVELOPER, DEVELOPER'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. DEVELOPER 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 DEVELOPER 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. DEVELOPER 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. DEVELOPER 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 \$ 1,759,592. 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. DEVELOPER 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 DEVELOPER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that DEVELOPER's warranty obligations have been satisfied.

c. Any securities 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. OWNER may submit securities on behalf of and in place of DEVELOPER, and assume that responsibility.

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. DEVELOPER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. DEVELOPER's Obligation to Warn Public During Construction. Until final acceptance of the Work, DEVELOPER 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. DEVELOPER 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. DEVELOPER 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, DEVELOPER 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 DEVELOPER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to DEVELOPER and to DEVELOPER'S Surety. In such event, DEVELOPER 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 DEVELOPER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. DEVELOPER 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, DEVELOPER 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 DEVELOPER'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.

DEVELOPER'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. DEVELOPER 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

LIMITS OF 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
Workers' Compensation	Statutory

a. Form. DEVELOPER 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. DEVELOPER 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 DEVELOPER. The additional insured coverage under the DEVELOPER'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. DEVELOPER 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. DEVELOPER hereby agrees to waive subrogation which any insurer of DEVELOPER may acquire from DEVELOPER 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 DEVELOPER, its employees, agents and subcontractors.

g. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve DEVELOPER 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 DEVELOPER 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 DEVELOPER 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 DEVELOPER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of DEVELOPER. In the event CITY seeks recourse against a security, CITY shall also have recourse against DEVELOPER for any and all amounts necessary to complete the obligations of DEVELOPER 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 DEVELOPER.

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:

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

DEVELOPER: John W. Ford
Signature Management Company
4670 Willow Road, Suite 200
Pleasanton, CA 94588

Owner: David Ash
ATC Realty One, LLC
333 Market Street, 17th Floor
San Francisco, CA 94105

Parties may amend their address by giving written notice to the other parties.

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.

23. Owner's Disclaimer. OWNER is executing this Agreement to allow the recordation of it against the Optioned Property. Nothing contained in this Agreement, including OWNER's execution of it, shall be construed to be a waiver of any and all defenses OWNER may have in the absence of executing this Agreement, including but not limited to, a waiver of any defenses to potential liability under the Agreement.

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 DEVELOPER and OWNER have caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation,

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: _____
MARC STOUT
City Engineer

DEVELOPER:

Signature Management Company, Inc. _____, a
California corporation

BY: _____
John W. Ford
its: President

and

BY: _____
Dave Taylor
its: Secretary

OWNER:

ATC Realty One, LLC _____, a
Delaware limited liability company

BY: _____
David Ash
its: Senior Vice President

(NOTARIZATION REQUIRED)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

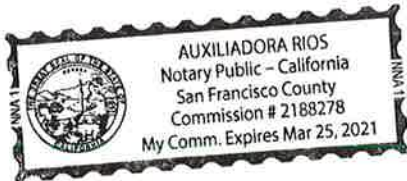
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of San Francisco)
 On October 27, 2017 before me, Auxiliadora Rios, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared David Ash
 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 Auxiliadora Rios
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: Subdivision Agreement Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: David Ash
☒ Corporate Officer — Title(s): Service President
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: ATC Realty One LLC

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE 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)SS
COUNTY OF Alameda)

On November 2, 2017 before me, Yolanda Lovato Salsedo, Notary Public, personally appeared Dave Taylor and John W. Ford

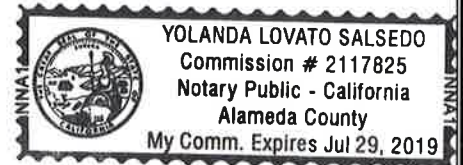
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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

Affix appropriate seal above



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THIS SUBDIVISION MAP, "FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE F-9C" AS SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY. WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

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

- A. PUBLIC EASEMENTS FOR INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, ELECTROLIERS, TRAFFIC CONTROL APPURTENANCES, WATER, SEWER, DRAINAGE AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS 'A', 'B', 'C', AND 'D' AND THOSE STRIPS OF LAND TEN (10) FEET AND TWELVE AND ONE-HALF (12.5) FEET IN WIDTH AND CONTIGUOUS TO THE STREETS SHOWN HEREON AND DESIGNATED "10' PUE" AND "12.5' PUE".

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

- A. AS PUBLIC RIGHTS-OF-WAY (INCLUDING THE IMPROVEMENTS THEREON), THE STREETS SHOWN HEREON AS CRAWFORD PARKWAY, CUMBERLAND LOOP, JAFFREY STREET, SCHELLHUS DRIVE, AND WHALEY STREET.
- B. FOR LANDSCAPING PURPOSES AND AS PUBLIC RIGHTS-OF-WAY THE LOTS SHOWN HEREON AS LOTS 'A', 'B', 'C' AND 'D'.

ATC REALTY ONE, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: David L. Ash
ITS: SENIOR VICE PRESIDENT

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 San Francisco) SS



ON 27th DAY OF October, 2017 BEFORE ME, Daniel L. Ash
Auxiliadora Rios A 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/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: Auxiliadora Rios

PRINTED NAME: Auxiliadora Rios

MY PRINCIPLE PLACE OF BUSINESS IS IN THE COUNTY OF: San Francisco

MY COMMISSION EXPIRES: March 21, 2021

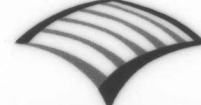
MY COMMISSION No.: 2188278

FINAL MAP OF
FIDDYMENT RANCH - PHASE 2
VILLAGE F-9C

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-9C
SUBDIVISION NO. PL14-0438

BEING ALL OF LOT 13 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT PANCH PHASE 2A LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C. AND SITUATE IN SECTION 13, T. 11 N., R. 5 E., M.D.M.

CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA


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Sacramento, CA 95816 Fax 916.341.7767

DECEMBER 2017

Sheet 1 of 8

1027.152

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE F-9C AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

MARC STOUT
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE 09/30/2018

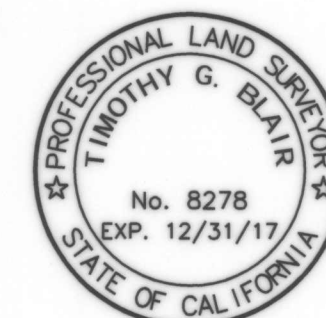
DATE _____

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE F-9C IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

TIMOTHY G. BLAIR, P.L.S. 8278
EXPIRATION DATE: 12/31/2017

DATE _____



CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE HAS APPROVED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE F-9C AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, LOTS 'A', 'B', 'C', AND 'D', THE RIGHTS-OF-WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS APPROVED THE ABANDONMENT OF THE I.O.D.'S FOR RIGHT-OF-WAY AND PUBLIC UTILITY EASEMENTS IN NOTE 6 ON SHEET 2.

DATE _____

CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2017, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF WOOD RODGERS, INC

FEE: \$ _____

DOCUMENT NO.: _____

BY: _____
RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER

BY: _____
DEPUTY RECORDER

SURVEYOR'S STATEMENT

THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE F-9C 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 ATC REALTY ONE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, IN JULY 2016. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS AS INDICATED, OR THAT THEY WILL BE SET BY DECEMBER 31, 2019 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.



Dennis L. Barber
DENNIS L. BARBER
P.L.S. 8067 EXP. 12/31/2017

11/1/17
DATE

REFERENCES:

- (1) DD MAPS 88
- FINAL MAP OF FIDDYMENT RANCH PHASE 2A – LARGE LOT SUBDIVISION

(2) DD MAPS 9

FINAL MAP OF FIDDYMENT RANCH PHASE 2 – VILLAGES F-9 & F-19

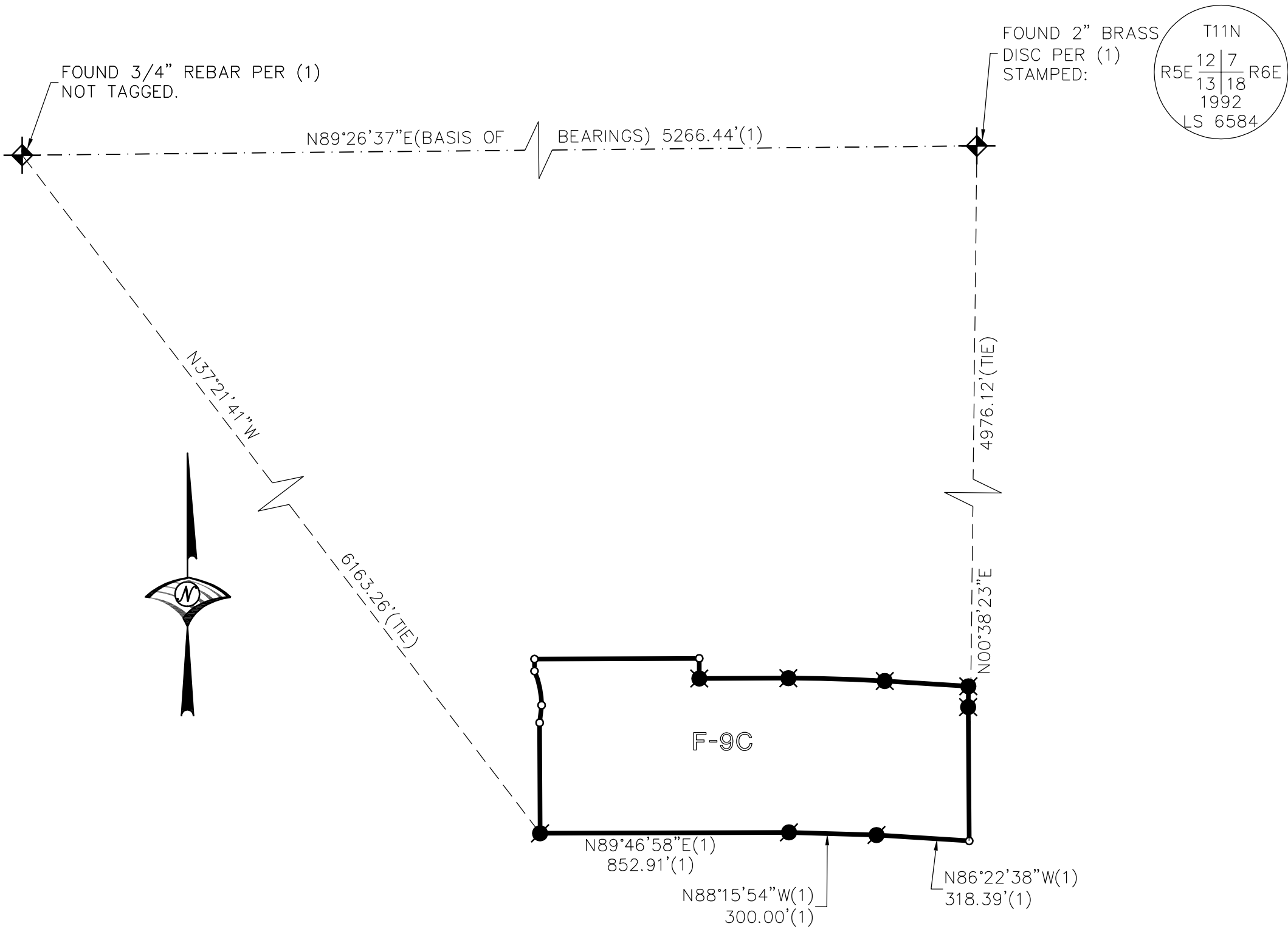
BASIS OF BEARINGS STATEMENT

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF SECTION 13, T.11N., R.5E., M.D.M. SAID BEARING IS TAKEN AS NORTH 89°26'37" EAST PER THE FINAL MAP OF FIDDYMENT RANCH PHASE 2A – LARGE LOT SUBDIVISION.

NOTES

1. ALL CURVES DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING, AND CHORD DISTANCE.
2. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
3. DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
4. TOTAL AREA FOR THIS "FIDDYMENT RANCH PHASE 2 – VILLAGE F-9C" SUBDIVISION IS 18.75± ACRES, CONSISTING OF 83 RESIDENTIAL LOTS, AND 4 MISCELLANEOUS LOTS.
5. 5/8" REBAR CAPPED "LS 8067" WILL BE SET AT ALL REAR LOT CORNERS, ALONG WITH ALL LOT LINE ANGLE POINTS OR AT A 2.00 FOOT PROJECTION ALONG LOT LINES ADJACENT TO WALLS (2.00 FOOT BY 2.00 FOOT OFFSETS FOR ANGLE POINTS ADJACENT TO WALLS). FRONT CORNERS WILL BE SET WITH A 1" BRASS DISK STAMPED "LS 8067" AT A 1.00 FOOT PROJECTION OF THE PROPERTY LINE ONTO THE SIDEWALK.
6. PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC IRREVOCABLE OFFERS OF DEDICATION/RIGHTS OF WAY (IOD/RW) AND PUBLIC UTILITY EASEMENTS (PUE) ARE HEREBY ABANDONED:
- 6.1. THOSE PORTIONS OF THE IOD/RW DEPICTED ON THE MAP ENTITLED "FIDDYMENT RANCH PHASE 2A – LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP.
- 6.2. THOSE PORTIONS OF THE PUE DEPICTED ON THE MAP ENTITLED "FIDDYMENT RANCH PHASE 2A – LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP.

BASIS OF BEARINGS DIAGRAM
NOT TO SCALE



LEGEND

-
- FOUND SECTION CORNER AS NOTED
-
- FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 8067" PER DD MAPS 88
-
- FOUND 5/8" REBAR WITH CAP STAMPED "LS 6815" PER DD MAPS 9
-
- SET BRASS DISK WITH PUNCH STAMPED "LS 8067" IN STANDARD CITY OF ROSEVILLE MONUMENT WELL
-
- BRASS DISC STAMPED "LS 8501" SET IN STANDARD CITY OF ROSEVILLE MONUMENT WELL PER (2)
-
- (OA) OVERALL DIMENSION
-
- PUE PUBLIC UTILITY EASEMENT
-
- O.R.P.C. OFFICIAL RECORDS OF PLACER COUNTY
-
- IOD/RW IRREVOCABLE OFFER OF DEDICATION/RIGHT-OF-WAY
-
- IOD IRREVOCABLE OFFER OF DEDICATION
-
- (R) RADIAL BEARING
-
- (X) SHEET INDEX NUMBER

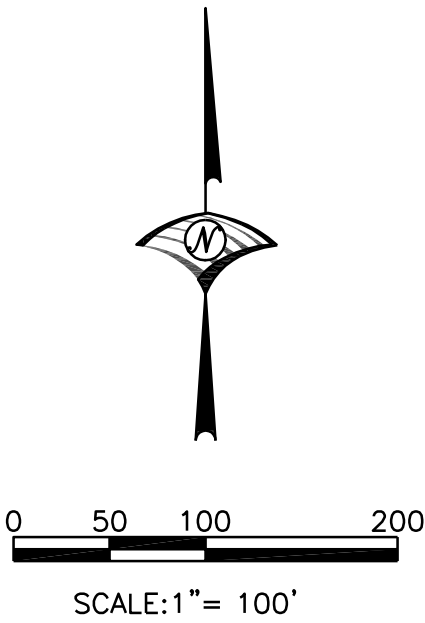
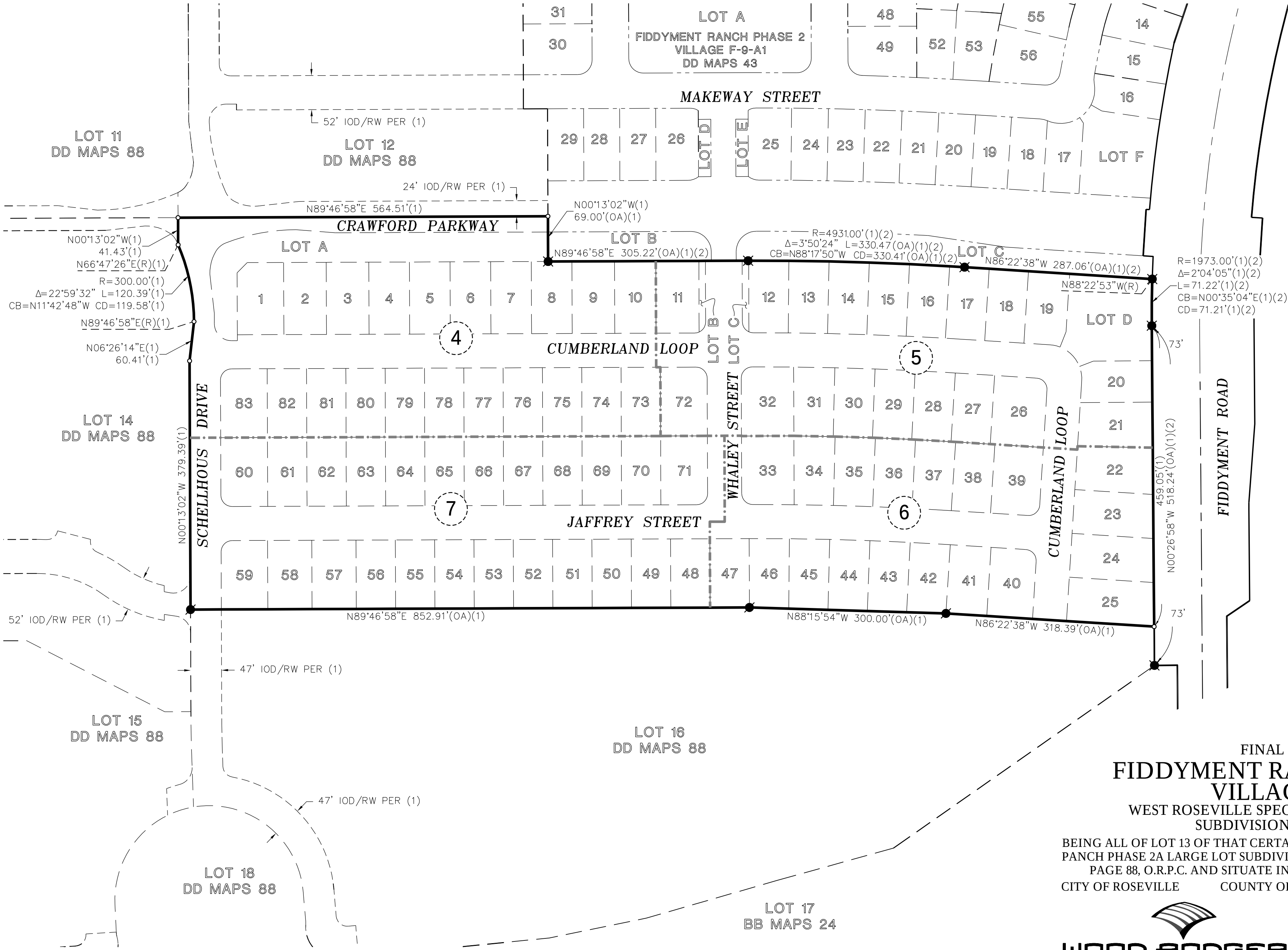
FINAL MAP OF
FIDDYMENT RANCH - PHASE 2
VILLAGE F-9C
WEST ROSEVILLE SPECIFIC PLAN PARCEL F-9C
SUBDIVISION NO. PL14-0438

BEING ALL OF LOT 13 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT PANCH PHASE 2A LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C. AND SITUATE IN SECTION 13, T. 11 N., R. 5 E., M.D.M. CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

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DECEMBER 2017

VILLAGE BOUNDARY AND SHEET INDEX



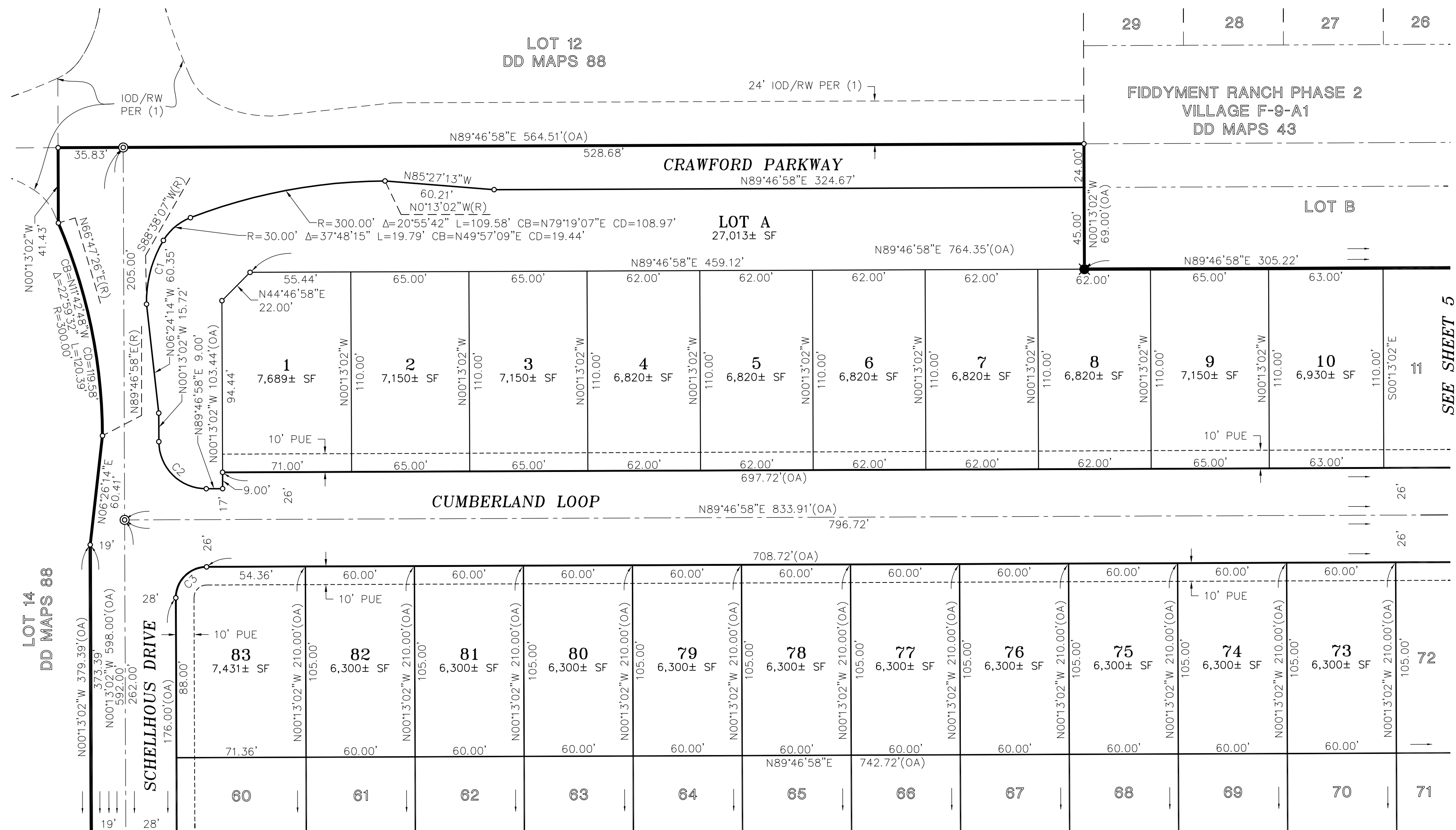
FINAL MAP OF
FIDDYMENT RANCH - PHASE 2
VILLAGE F-9C
WEST ROSEVILLE SPECIFIC PLAN PARCEL F-9C
SUBDIVISION NO. PL14-0438

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CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

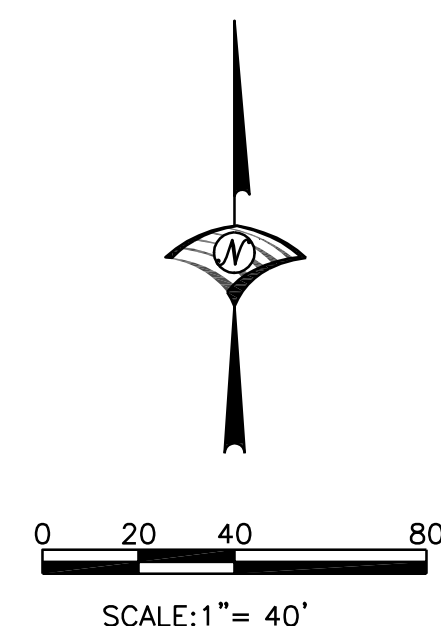
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SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.



SEE SHEET 5



SEE SHEET 7

SEE SHEET 7 FINAL MAP OF
FIDDYMENT RANCH - PHASE 2
VILLAGE F-9C
WEST ROSEVILLE SPECIFIC PLAN PARCEL F-9C
SUBDIVISION NO. PL14-0438

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CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

DECEMBER 2017

SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.

Sheet 4 of 8

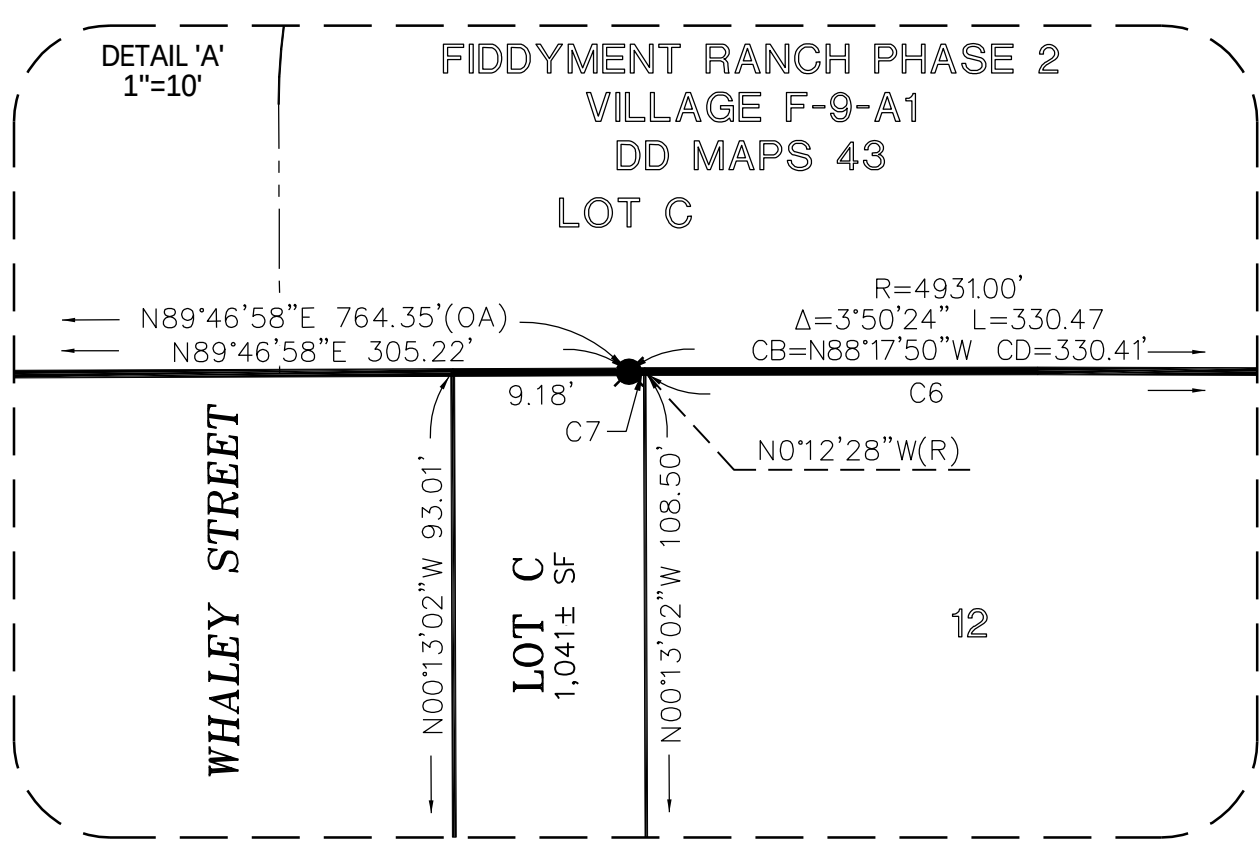
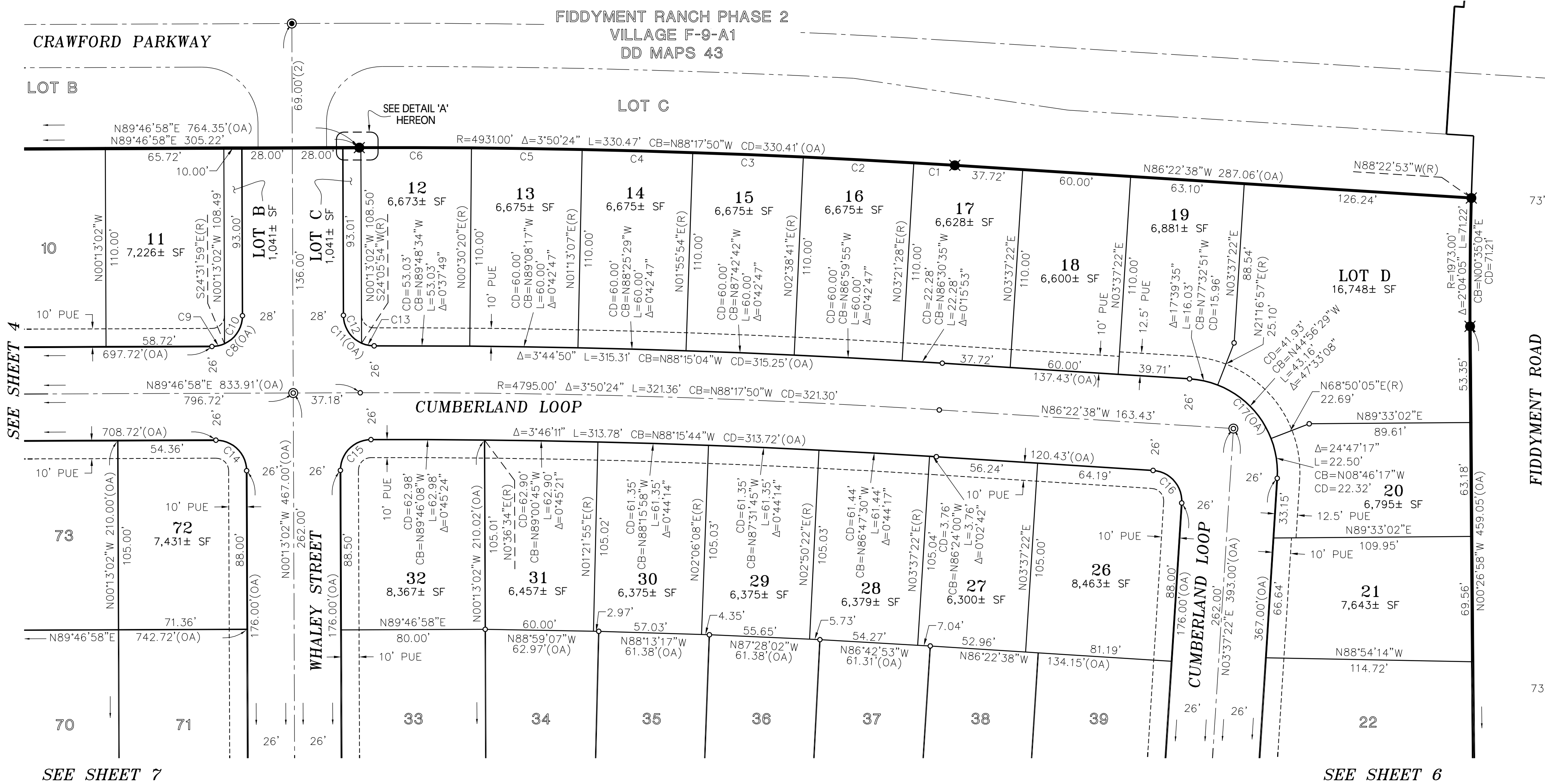
1027.152

Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	65.00'	32°24'54"	36.77'	N14°50'34"E	36.29'
C2	26.00'	90°00'00"	40.84'	N45°13'02"W	36.77'
C3	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'

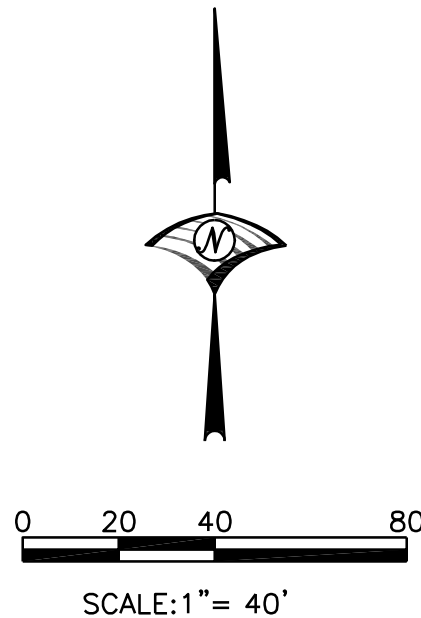


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Sacramento, CA 95816 Fax 916.341.7767



Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	4931.00'	0°15'53"	22.79'	N86°30'35"W	22.79'
C2	4931.00'	0°42'47"	61.37'	N86°59'55"W	61.37'
C3	4931.00'	0°42'47"	61.37'	N87°42'42"W	61.37'
C4	4931.00'	0°42'47"	61.37'	N88°25'29"W	61.37'
C5	4931.00'	0°42'47"	61.37'	N89°08'17"W	61.37'
C6	4931.00'	0°42'48"	61.39'	N89°51'04"W	61.39'
C7	4931.00'	0°00'34"	0.82'	N89°47'15"E	0.82'
C8	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C9	17.00'	24°18'57"	7.21'	N77°37'29"E	7.16'
C10	17.00'	65°41'03"	19.49'	N32°37'29"E	18.44'
C11	17.00'	89°54'27"	26.68'	N45°10'16"W	24.02'
C12	17.00'	65°41'03"	19.49'	N33°03'34"W	18.44'
C13	17.00'	24°13'23"	7.19'	N78°00'47"W	7.13'
C14	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C15	17.00'	90°04'13"	26.72'	N44°49'04"E	24.06'
C16	17.00'	90°00'00"	26.70'	N41°22'38"W	24.04'
C17	52.00'	90°00'00"	81.68'	N41°22'38"W	73.54'

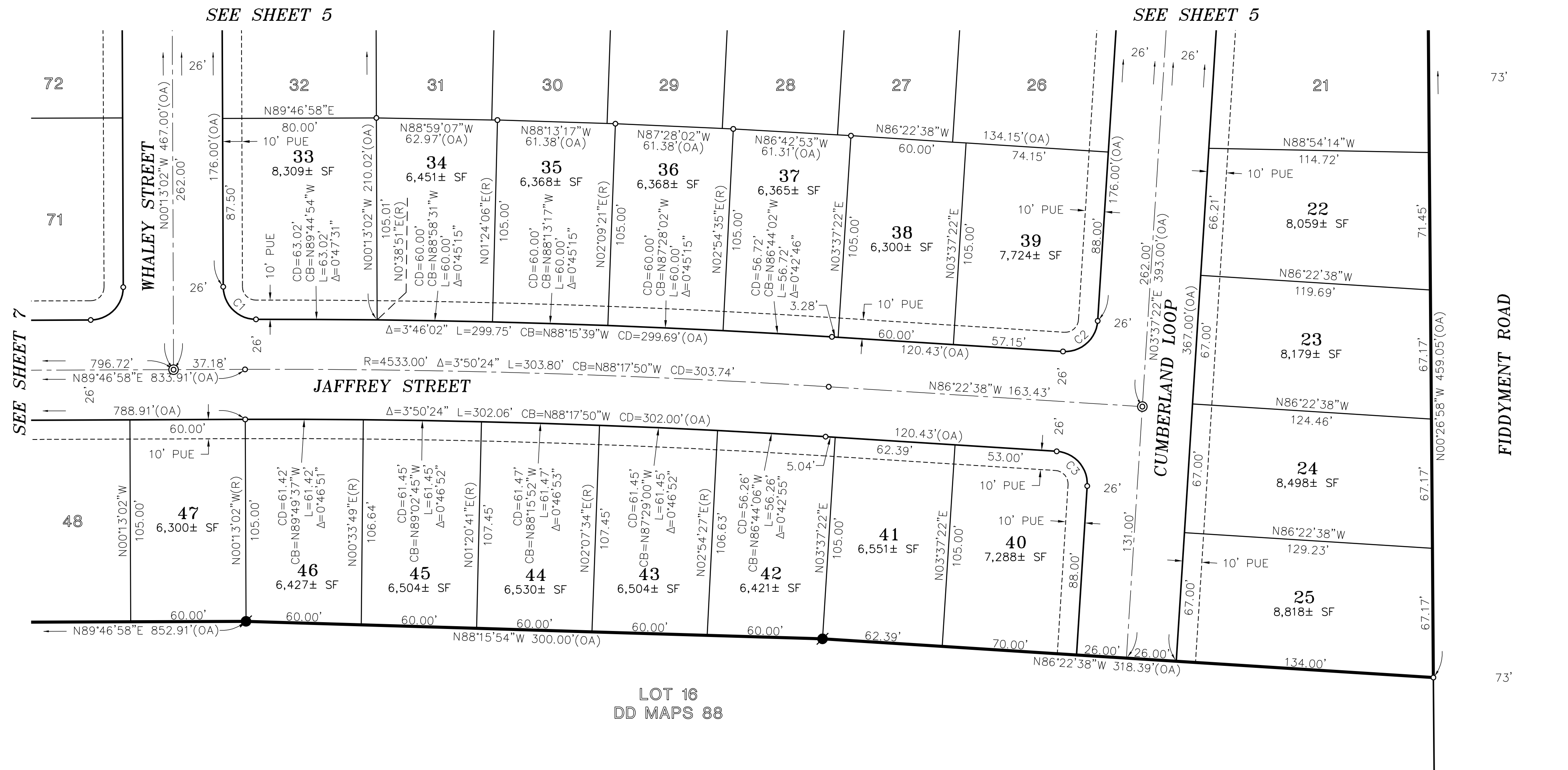


FINAL MAP OF
FIDDYMENT RANCH - PHASE 2
VILLAGE F-9C
WEST ROSEVILLE SPECIFIC PLAN PARCEL F-9C
SUBDIVISION NO. PL14-0438

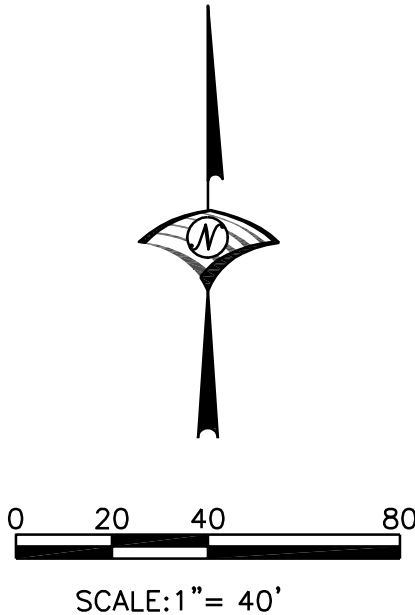
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CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

DECEMBER 2017

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Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	17.00'	89°55'38"	26.68'	N45°10'51"W	24.03'
C2	17.00'	90°00'00"	26.70'	N48°37'22"E	24.04'
C3	17.00'	90°00'00"	26.70'	N41°22'38"W	24.04'

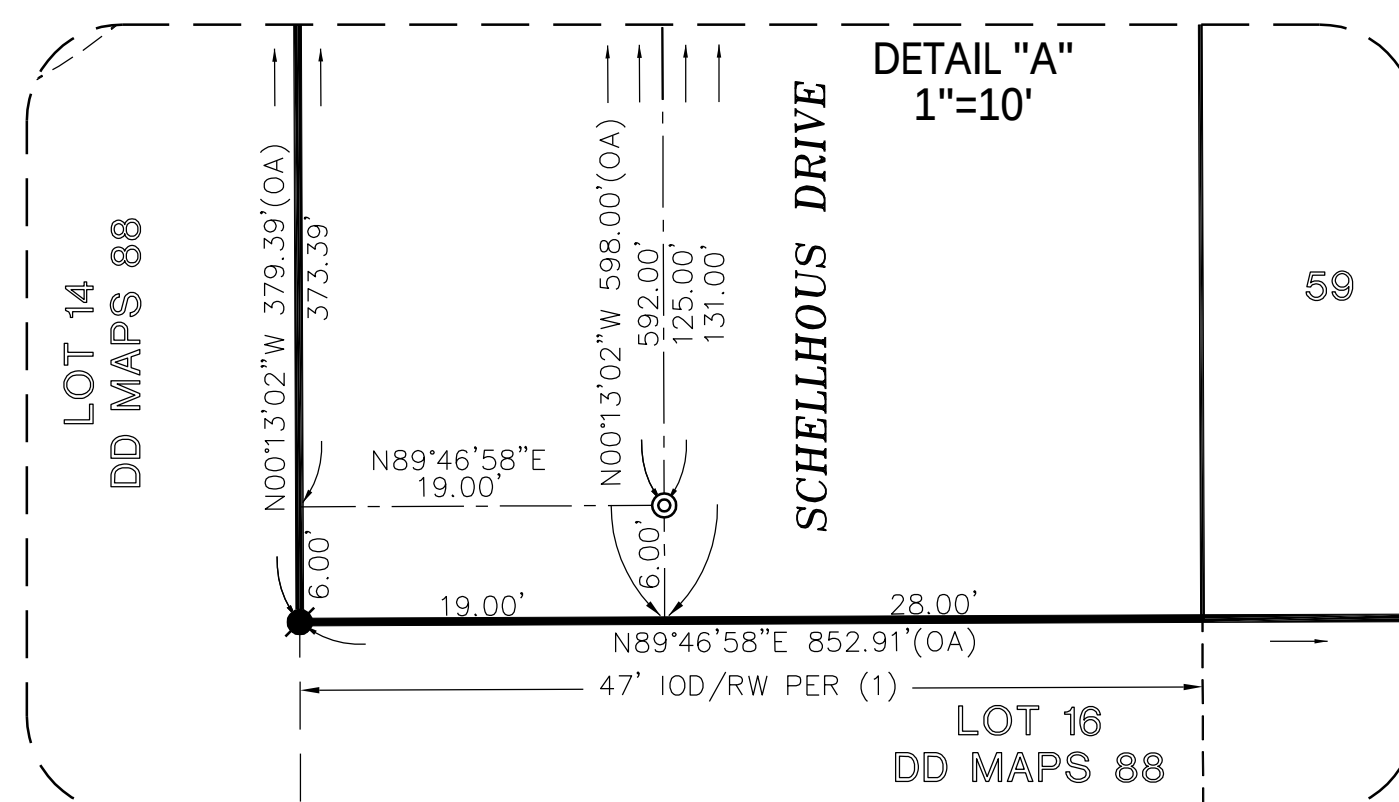
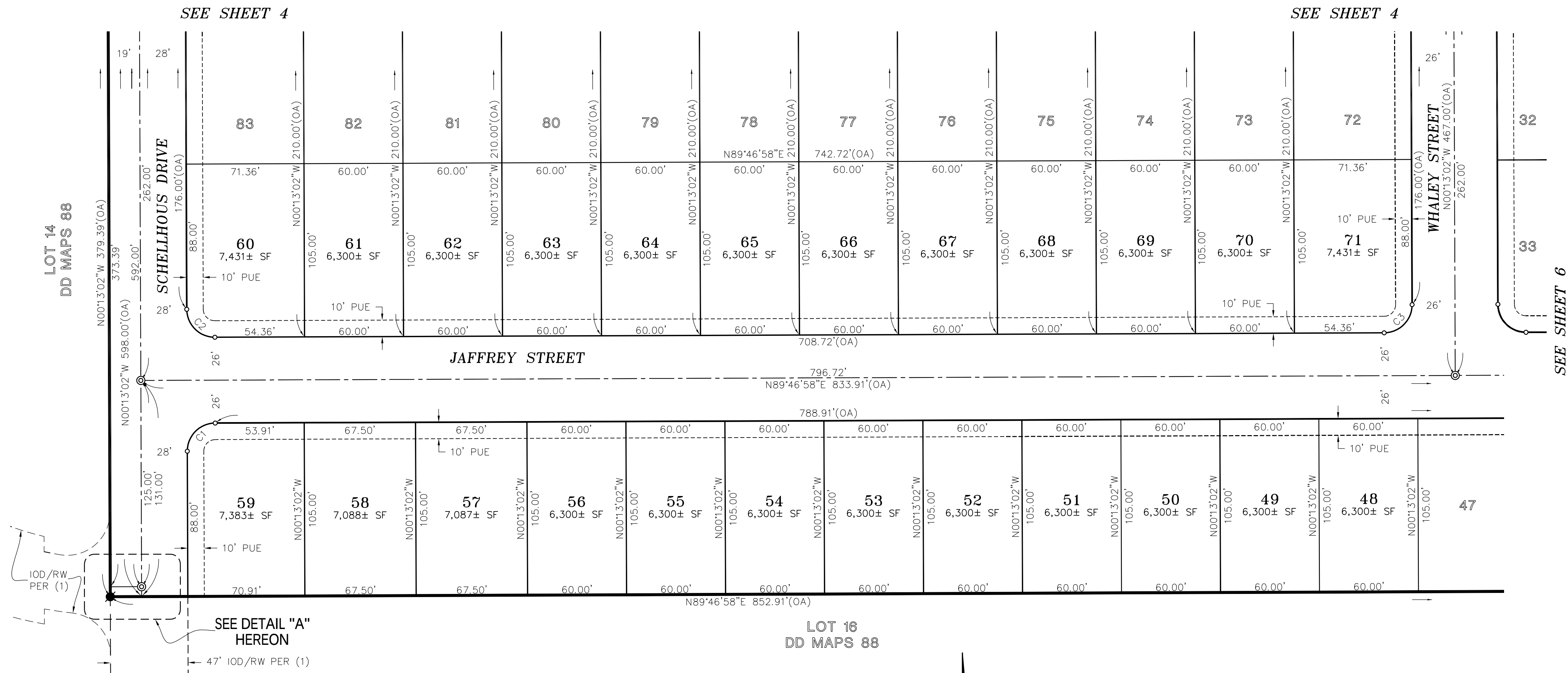


FINAL MAP OF
FIDDYMMENT RANCH - PHASE 2
VILLAGE F-9C
WEST ROSEVILLE SPECIFIC PLAN PARCEL F-9C
SUBDIVISION NO. PL14-0438

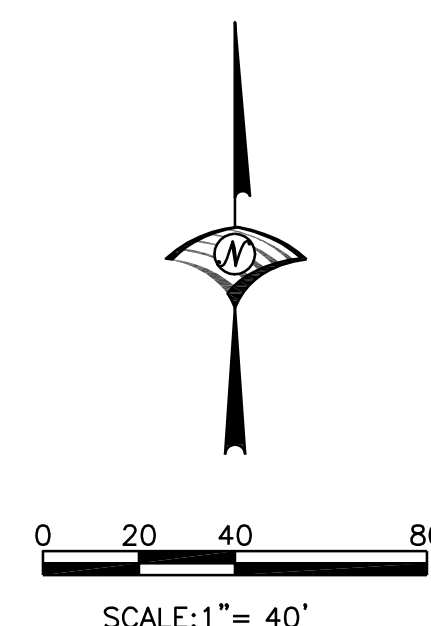
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DECEMBER 2017

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FINAL MAP OF
FIDDYMENT RANCH - PHASE 2
VILLAGE F-9C

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-9C
SUBDIVISION NO. PL14-0438

BEING ALL OF LOT 13 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT
PANCH PHASE 2A LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT
PAGE 88, O.R.P.C. AND SITUATE IN SECTION 13, T. 11 N., R. 5 E., M.D.M.

CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

DECEMBER 2017

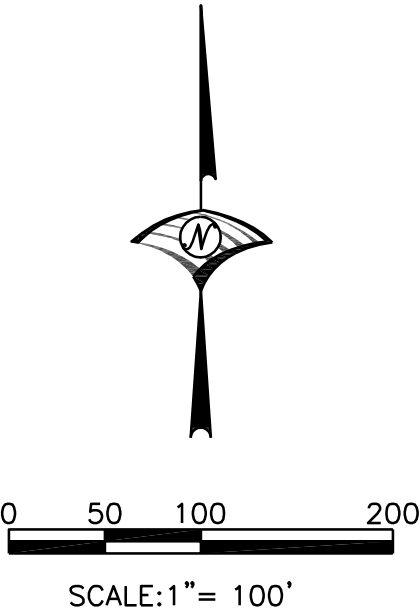
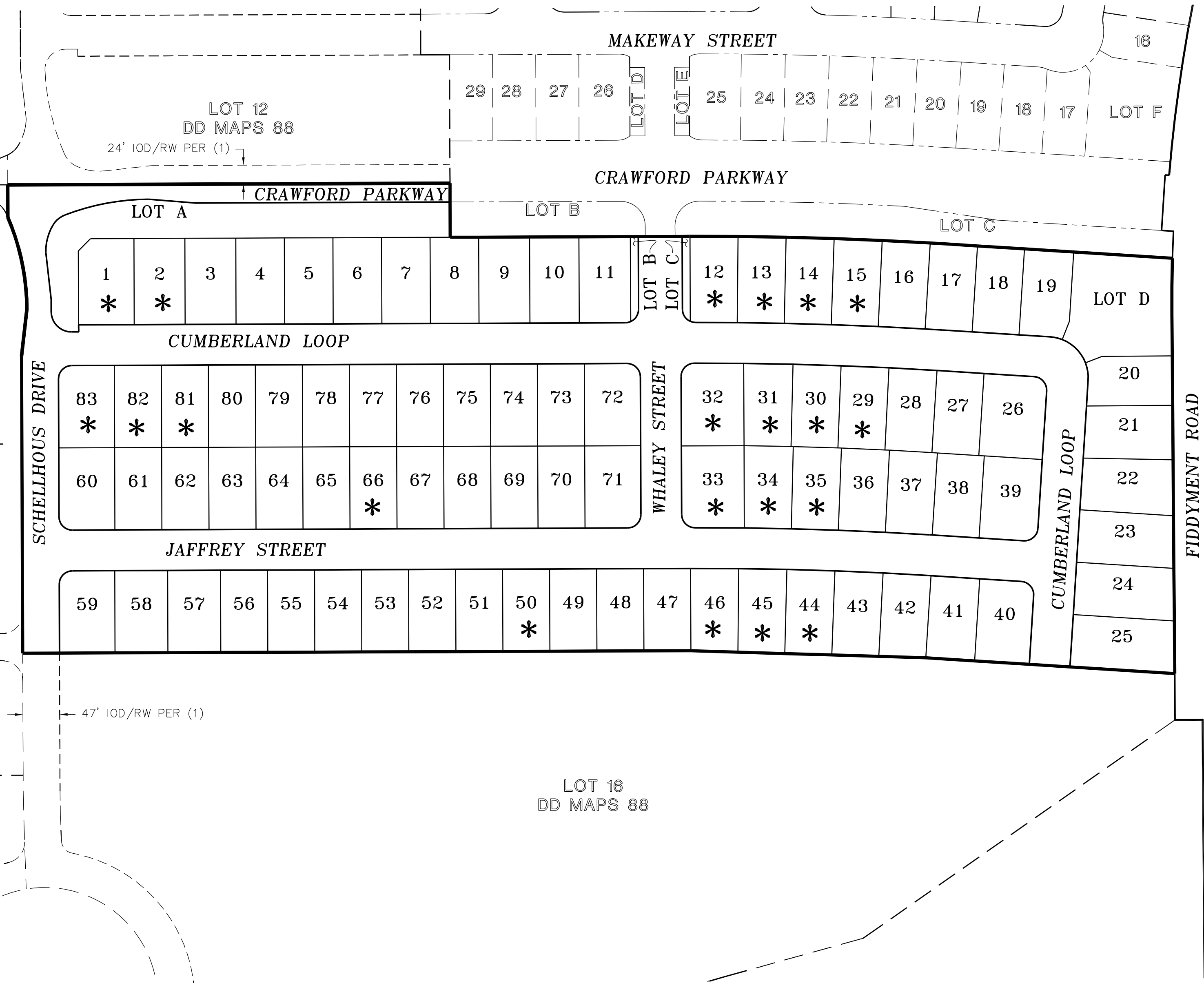
Sheet 7 of 8

1027.152


WOOD RODGERS
DEVELOPING • INNOVATIVE • DESIGN • SOLUTIONS

3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

INFORMATIONAL SHEET



**ADDITIONAL INFORMATION FOR INFORMATIONAL PURPOSE ONLY
PURSUANT TO SECTION 66434.2 OF THE GOVERNMENT CODE.**

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW PREVENTER 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 FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

LEGEND

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

FINAL MAP OF
**FIDDYMMENT RANCH - PHASE 2
VILLAGE F-9C**
WEST ROSEVILLE SPECIFIC PLAN PARCEL F-9C
SUBDIVISION NO. PL14-0438

BEING ALL OF LOT 13 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMMENT
PANCH PHASE 2A LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT
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COUNCIL COMMUNICATION

CC #: 8903

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

Title: Fiddymment Ranch - Phase 2 Village F-9D Final Map and Subdivision Agreement

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

Meeting Date: 12/6/2017

Item #: 7.13.

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, lot A , the rights of way and the easements offered thereon, and approve the abandonment of the rights of way and easements listed thereon.
2. Adopt the attached resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

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

This map will be creating 40 residential lots and 1 open space lot.

FISCAL IMPACT

No fiscal impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

This project is exempt from environmental review per Section 15182 of the California Environmental Quality Act (CEQA) Guidelines as a residential project pursuant to a Specific Plan for which an EIR has been certified. The West Roseville Specific Plan EIR (SCH#2002082057) was certified by the City of Roseville on February 4, 2004.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-489

Subdivision Agreement

Final Map

RESOLUTION NO. 17-489

APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE,
SIGNATURE MANAGEMENT COMPANY, INC. AND ATC REALTY ONE, LLC, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a subdivision agreement between the City of Roseville, Signature
Management Company, Inc. and ATC Realty One, LLC, for the Fiddymment Ranch - Phase 2,
Village F-9D Subdivision (Subdivision No. PL14-0438), has been reviewed by the City Council;
and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

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

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

SUBDIVISION AGREEMENT

Fiddymment Ranch-Phase 2 Village F-9D SUBDIVISION

THIS AGREEMENT, made and entered into this ____ day of _____,
20____, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and
Signature Management Company, Inc., a California corporation (the
"DEVELOPER") and ATC Realty One, LLC, a
Delaware limited liability company (the "OWNER").

WITNESSETH:

WHEREAS, OWNER is possessed of a tract of land lying in the City of Roseville,
Fiddymment Ranch-Phase 2
County of Placer, known as "Village F-9D Subdivision" (Subdivision no.
PL14-0438 ; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning
Commission on the 26th day of February, 20 15, and the final map of the
Subdivision has been approved subject to the execution of this Agreement; OR

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, DEVELOPER holds an option to purchase the Subdivision ("Optioned Property") from the OWNER for development; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that DEVELOPER 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 DEVELOPER 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. DEVELOPER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by Wood Rodgers, Inc., dated July, 2017 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before October 31, 2019, such survey monuments as may be required by the City Engineer ("the Work"). DEVELOPER 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.

DEVELOPER 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 DEVELOPER, 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 DEVELOPER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that DEVELOPER 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 DEVELOPER, DEVELOPER'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 any time 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 DEVELOPER to eliminate the safety hazard. If DEVELOPER 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 DEVELOPER, DEVELOPER'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. DEVELOPER 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 DEVELOPER 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. DEVELOPER 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. DEVELOPER 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 \$ 1,169,833. 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. DEVELOPER 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 DEVELOPER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that DEVELOPER's warranty obligations have been satisfied.

c. Any securities 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. OWNER may submit securities on behalf of and in place of DEVELOPER, and assume that responsibility.

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. DEVELOPER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. DEVELOPER's Obligation to Warn Public During Construction. Until final acceptance of the Work, DEVELOPER 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. DEVELOPER 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. DEVELOPER 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, DEVELOPER 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 DEVELOPER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to DEVELOPER and to DEVELOPER'S Surety. In such event, DEVELOPER 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 DEVELOPER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. DEVELOPER 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, DEVELOPER 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 DEVELOPER'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.

DEVELOPER'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. DEVELOPER 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

LIMITS OF 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
Workers' Compensation	Statutory

a. Form. DEVELOPER 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. DEVELOPER 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 DEVELOPER. The additional insured coverage under the DEVELOPER'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. DEVELOPER 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. DEVELOPER hereby agrees to waive subrogation which any insurer of DEVELOPER may acquire from DEVELOPER 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 DEVELOPER, its employees, agents and subcontractors.

g. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve DEVELOPER 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 DEVELOPER 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 DEVELOPER 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 DEVELOPER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of DEVELOPER. In the event CITY seeks recourse against a security, CITY shall also have recourse against DEVELOPER for any and all amounts necessary to complete the obligations of DEVELOPER 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 DEVELOPER.

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:

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

DEVELOPER: John W. Ford
Signature Management Company
4670 Willow Road, Suite 200
Pleasanton, CA 94588

Owner: ATC Realty One, LLC
Attn: David Ash
333 Market Street, 17th Floor
San Francisco, CA 94105

Parties may amend their address by giving written notice to the other parties.

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.

23. Owner's Disclaimer. OWNER is executing this Agreement to allow the recordation of it against the Optioned Property. Nothing contained in this Agreement, including OWNER's execution of it, shall be construed to be a waiver of any and all defenses OWNER may have in the absence of executing this Agreement, including but not limited to, a waiver of any defenses to potential liability under the Agreement.

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 DEVELOPER and OWNER have caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation,

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: _____
MARC STOUT
City Engineer

DEVELOPER:

Signature Management Company, Inc. _____, a
California corporation

BY: _____
John W. Ford
President

and

BY: _____
Dave Taylor
Secretary

OWNER:

ATC Realty One, LLC _____, a
Delaware limited liability company

BY: _____
David Ash
Senior Vice President

(NOTARIZATION REQUIRED)

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 San Francisco)
 On October 27, 2017 before me, Auxiliadora Rios, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared David Ash
 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 Auxiliadora Rios
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: Subdivision Agreement Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: <u>David Ash</u>	Signer's Name: _____
☒ Corporate Officer — Title(s): <u>Sr. Vice President</u>	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: <u>ATC Realty One, LLC</u>	Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE 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.

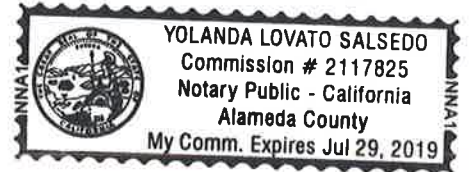
STATE OF California)SS
COUNTY OF Alameda)

On November 2, 2017 before me, Yolanda Lovato Salsedo, Notary Public, personally appeared Dave Taylor and John W. Ford

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

Yolanda Lovato Salsedo

Affix appropriate seal above

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THIS SUBDIVISION MAP, "FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE F-9D" AS SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY. WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

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

- A. PUBLIC EASEMENTS FOR INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, ELECTROLIERS, TRAFFIC CONTROL APPURTENANCES, WATER, SEWER, DRAINAGE AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOT A AND THOSE STRIPS OF LAND TEN (10) FEET AND TWELVE AND ONE-HALF (12.5) FEET IN WIDTH AND CONTIGUOUS TO THE STREETS SHOWN HEREON AND DESIGNATED "10' PUE" AND "12.5' PUE".

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

- A. AS PUBLIC RIGHTS-OF-WAY (INCLUDING THE IMPROVEMENTS THEREON), THE STREETS SHOWN HEREON AS CUMBERLAND LOOP, CARVER COURT, GLOUSTER COURT, HULL COURT, AND SCHELLHOUTS DRIVE.
- B. LOT 'A', SHOWN HEREON, TO THE CITY OF ROSEVILLE FOR OPEN SPACE PURPOSES.

ATC REALTY ONE, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: David L. Ash
DAVID L. ASH
ITS: SENIOR VICE PRESIDENT

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 San Francisco SS



ON 27th DAY OF October, 2017 BEFORE ME, Auxiliadora Rios
Rios A NOTARY PUBLIC, PERSONALLY APPEARED
David L. Ash

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: Auxiliadora Rios

PRINTED NAME: Auxiliadora Rios

MY PRINCIPLE PLACE OF BUSINESS IS IN THE
COUNTY OF: San Francisco

MY COMMISSION EXPIRES: March 25, 2021

MY COMMISSION No.: 2188278

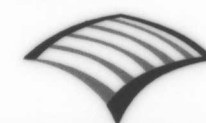
FINAL MAP OF
FIDDYMENT RANCH - PHASE 2
VILLAGE F-9D

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-9D

SUBDIVISION NO. PL14-0438

BEING ALL OF LOT 16 OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2A LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T. 11 N., R. 5 E., M.D.M.

CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA



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Sacramento, CA 95816 Fax 916.341.7767

DECEMBER 2017

Sheet 1 of 7

1027.152

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE F-9D AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

MARC STOUT
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE 09/30/2018

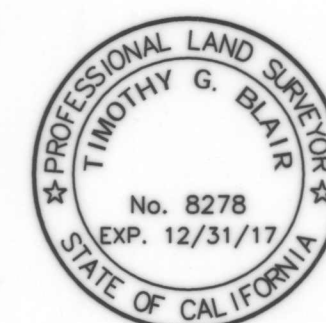
DATE _____

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE F-9D IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

TIMOTHY G. BLAIR, P.L.S. 8278
EXPIRATION DATE: 12/31/2017

DATE _____



CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE HAS APPROVED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE F-9D AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, LOT A, THE RIGHTS-OF-WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS APPROVED THE ABANDONMENT OF THE I.O.D.'S FOR RIGHT-OF-WAY AND PUBLIC UTILITY EASEMENTS IN NOTE 6 ON SHEET 2.

DATE _____

CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2017, AT _____ M. IN
BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF WOOD RODGERS, INC.

FEE: \$ _____

DOCUMENT NO.: _____

BY: _____
RYAN RONCO
COUNTY RECORDER
COUNTY OF PLACER

BY: _____
DEPUTY RECORDER

SURVEYOR'S STATEMENT

THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2 - VILLAGE F-9D 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 ATC REALTY ONE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, IN JULY 2016. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS AS INDICATED, OR THAT THEY WILL BE SET BY DECEMBER 31, 2019 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.



DENNIS L. BARBER
P.L.S. 8067 EXP. 12/31/2017

DATE 11/17

REFERENCES:

- (1) DD MAPS 88
- FINAL MAP OF FIDDYMENT RANCH PHASE 2A – LARGE LOT SUBDIVISION
- (2) DD MAPS 9
- FINAL MAP OF FIDDYMENT RANCH PHASE 2 – VILLAGES F-9 & F-19

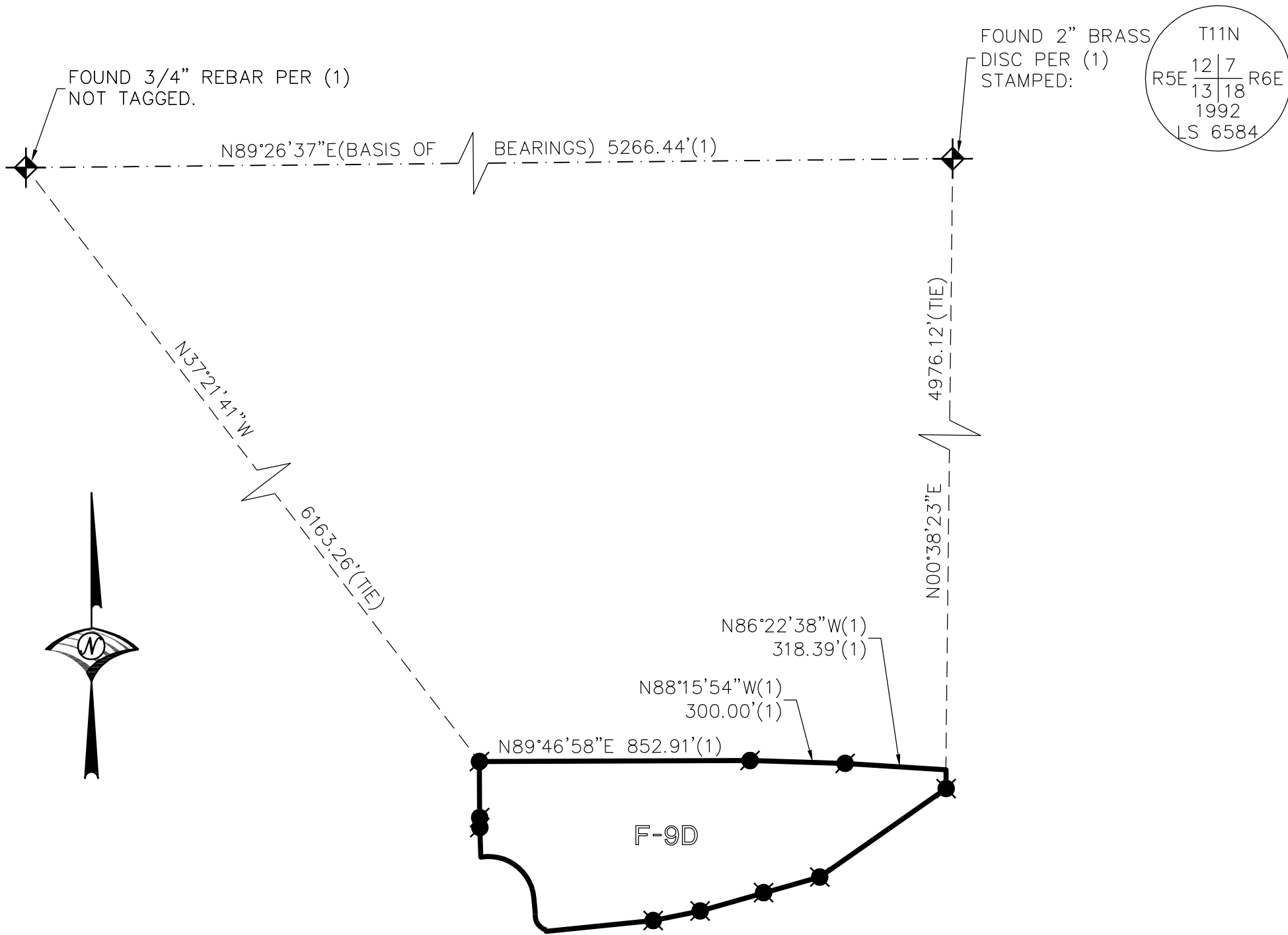
BASIS OF BEARINGS STATEMENT

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF SECTION 13, T.11N., R.5E., M.D.M. SAID BEARING IS TAKEN AS NORTH 89°26'37" EAST PER THE FINAL MAP OF FIDDYMENT RANCH PHASE 2A – LARGE LOT SUBDIVISION.

NOTES

1. ALL CURVES DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING, AND CHORD DISTANCE.
2. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
3. DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
4. TOTAL AREA FOR THIS "FIDDYMENT RANCH PHASE 2 – VILLAGE F-9D" SUBDIVISION IS 12.95± ACRES, CONSISTING OF 40 RESIDENTIAL LOTS, AND 1 MISCELLANEOUS LOT.
5. 5/8" REBAR CAPPED "LS 8067" WILL BE SET AT ALL REAR LOT CORNERS, ALONG WITH ALL LOT LINE ANGLE POINTS OR AT A 2.00 FOOT PROJECTION ALONG LOT LINES ADJACENT TO WALLS (2.00 FOOT BY 2.00 FOOT OFFSETS FOR ANGLE POINTS ADJACENT TO WALLS). FRONT CORNERS WILL BE SET WITH A 1" BRASS DISK STAMPED "LS 8067" AT A 1.00 FOOT PROJECTION OF THE PROPERTY LINE ONTO THE SIDEWALK.
6. PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC IRREVOCABLE OFFERS OF DEDICATION/RIGHTS OF WAY (IOD/RW) AND PUBLIC UTILITY EASEMENTS (PUE) ARE HEREBY ABANDONED:
- 6.1. THOSE PORTIONS OF THE IOD/RW DEPICTED ON THE MAP ENTITLED "FIDDYMENT RANCH PHASE 2A – LARGE LOT SUBDIVISION, FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP.
- 6.2. THOSE PORTIONS OF THE PUE DEPICTED ON THE MAP ENTITLED "FIDDYMENT RANCH PHASE 2A – LARGE LOT SUBDIVISION, FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP.

BASIS OF BEARINGS DIAGRAM
NOT TO SCALE



LEGEND

-
- FOUND SECTION CORNER AS NOTED
-
- FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 8067" PER (1)
-
- FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 6815" PER (2)
-
- SET BRASS DISK WITH PUNCH STAMPED "LS 8067" IN STANDARD CITY OF ROSEVILLE MONUMENT WELL
-
- (OA) OVERALL DIMENSION
-
- PUE PUBLIC UTILITY EASEMENT
-
- O.R.P.C. OFFICIAL RECORDS OF PLACER COUNTY
-
- IOD/RW IRREVOCABLE OFFER OF DEDICATION/RIGHT-OF-WAY
-
- IOD IRREVOCABLE OFFER OF DEDICATION
-
- (R) RADIAL BEARING
-
- (X) SHEET INDEX NUMBER

FINAL MAP OF
FIDDYMENT RANCH - PHASE 2
VILLAGE F-9D

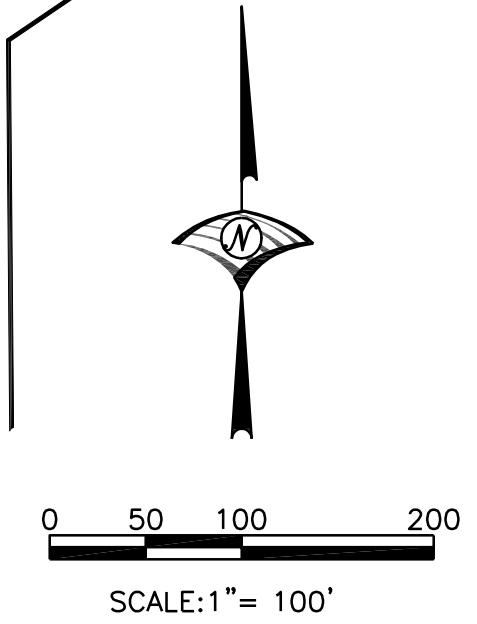
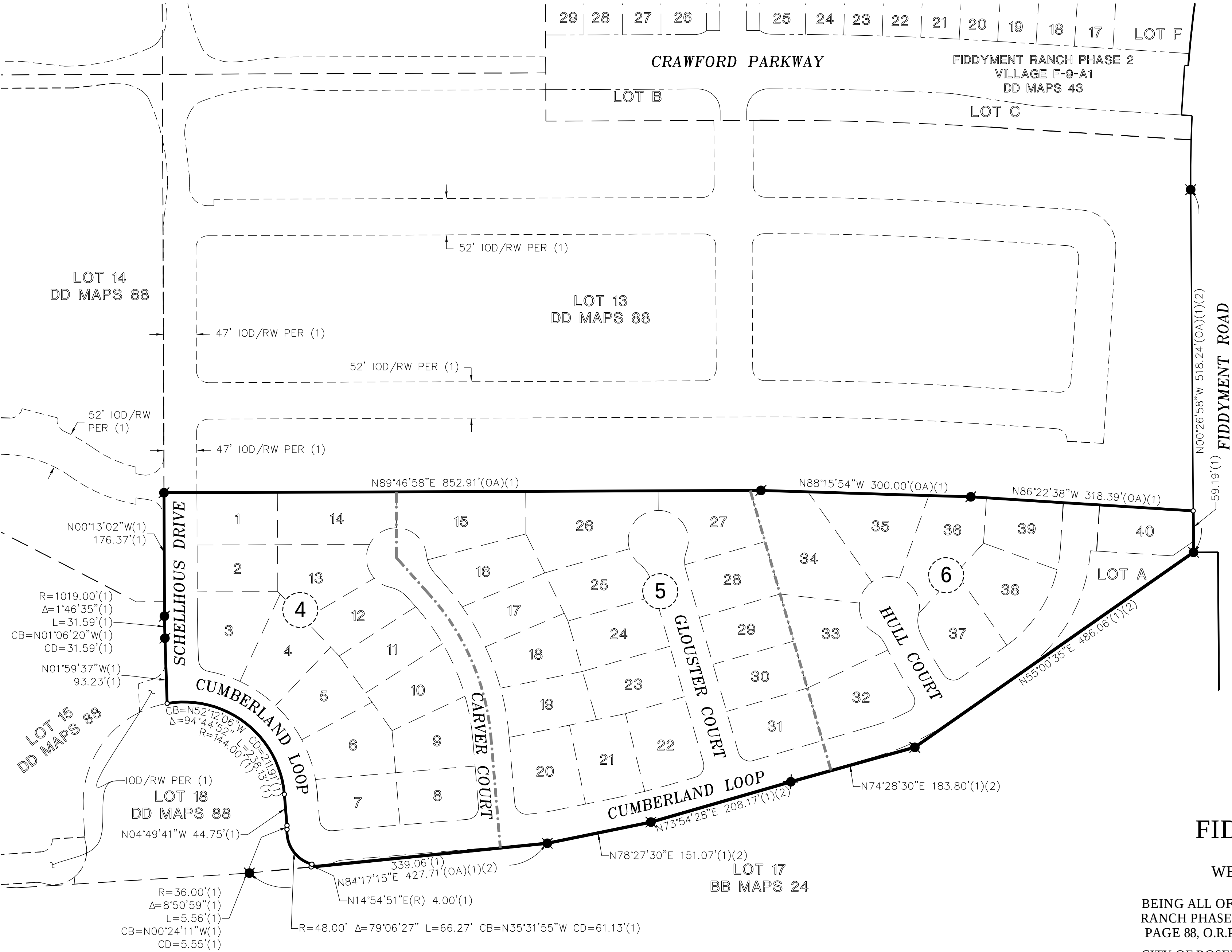
WEST ROSEVILLE SPECIFIC PLAN PARCEL F-9D
SUBDIVISION NO. PL14-0438

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CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

DECEMBER 2017

VILLAGE BOUNDARY AND SHEET INDEX



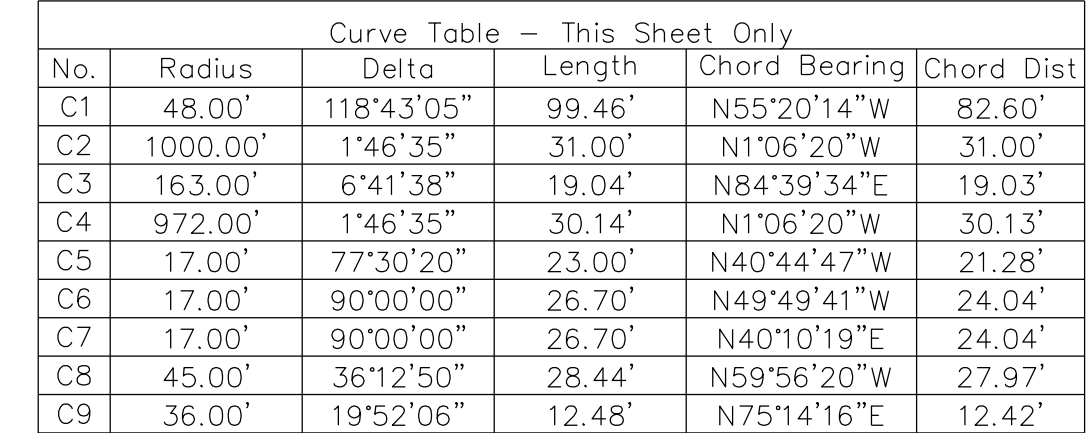
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CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

DECEMBER 2017

SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.


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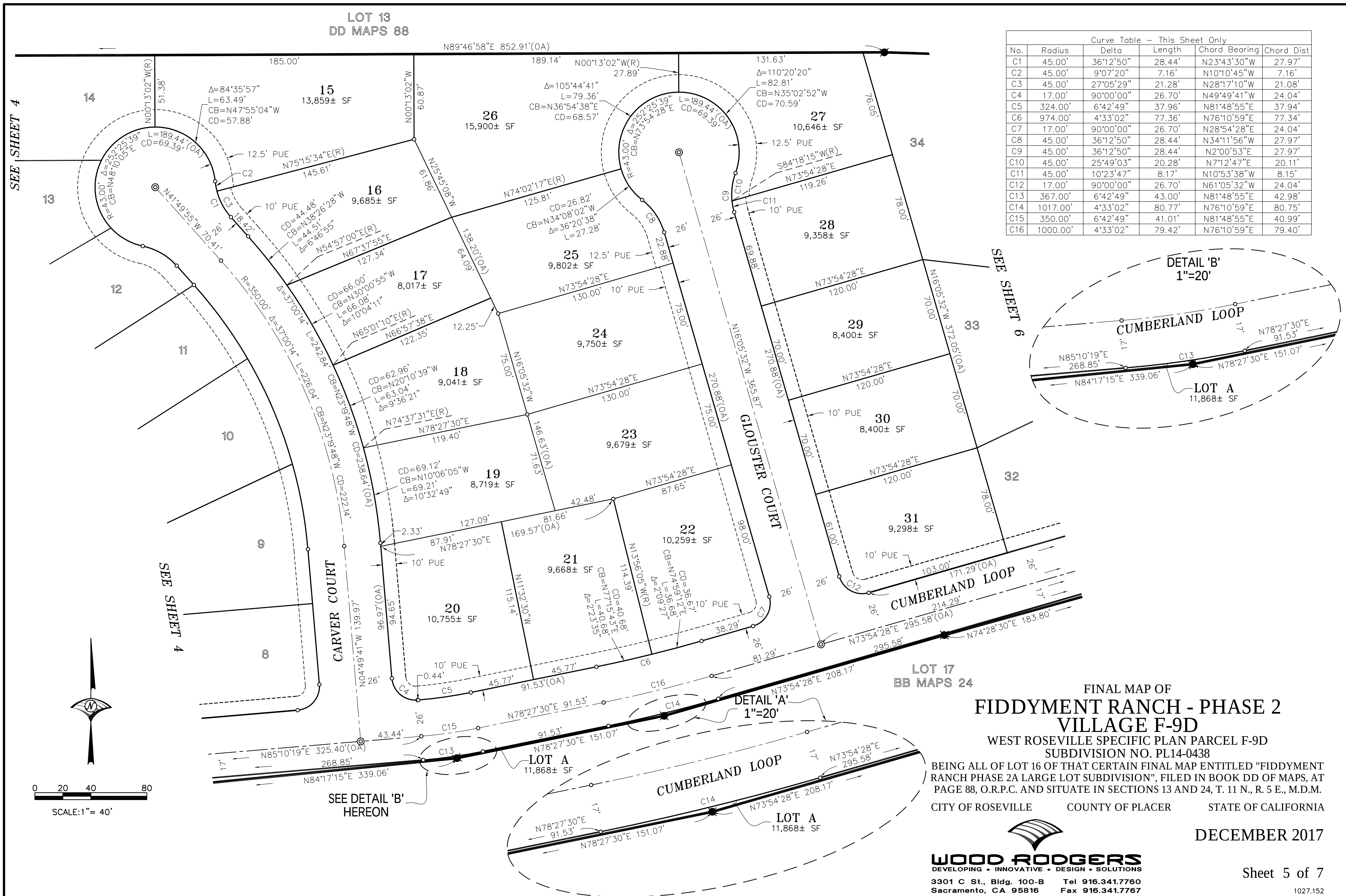


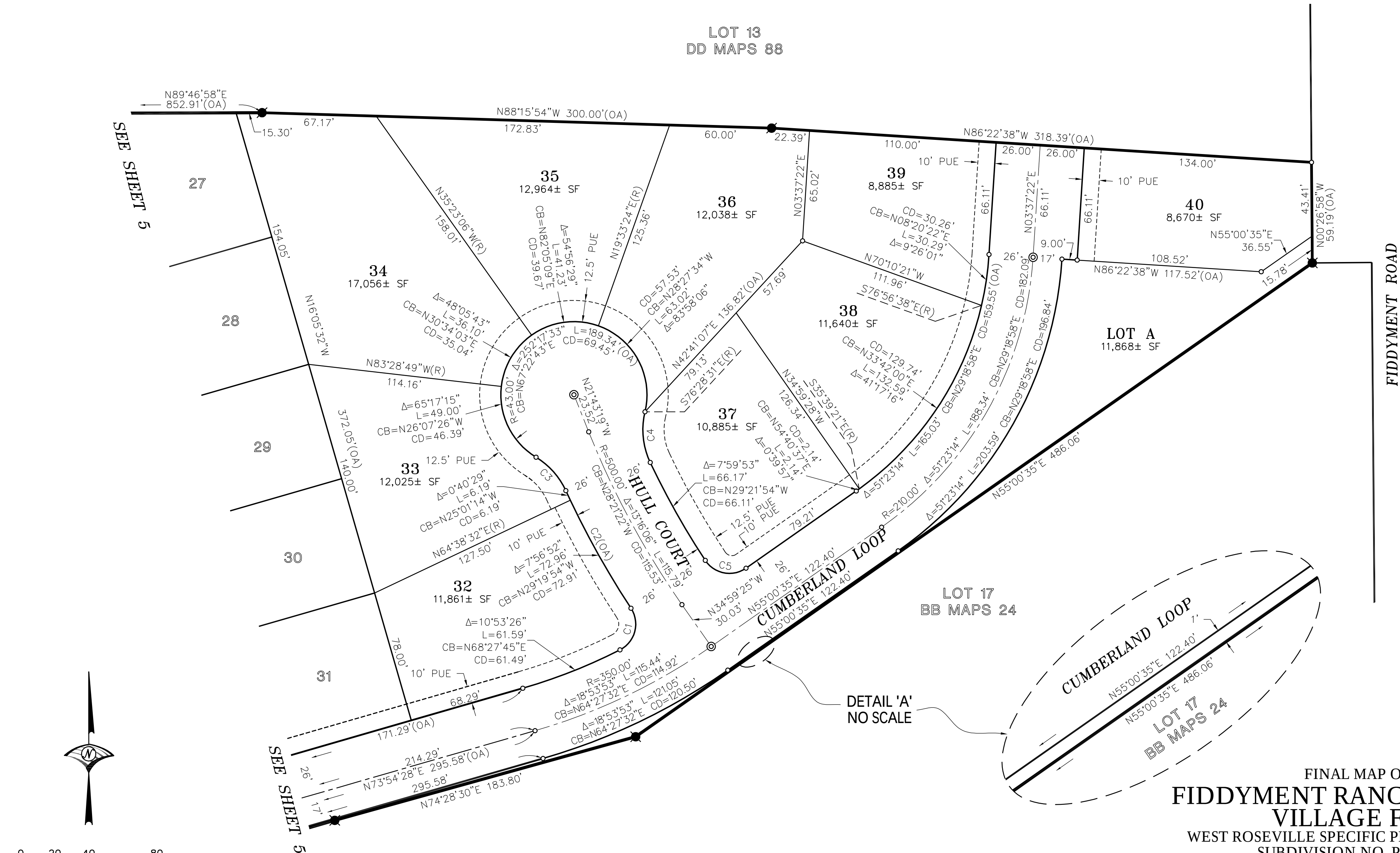
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SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	17.00'	96°19'22"	28.58'	N14°51'21"E	25.33'
C2	526.00'	8°37'21"	79.16'	N28°59'40"W	79.08'
C3	45.00'	34°05'04"	26.77'	N41°43'32"W	26.38'
C4	45.00'	38°53'27"	30.54'	N5°55'14"W	29.96'
C5	17.00'	91°37'34"	27.19'	N79°10'38"W	24.38'

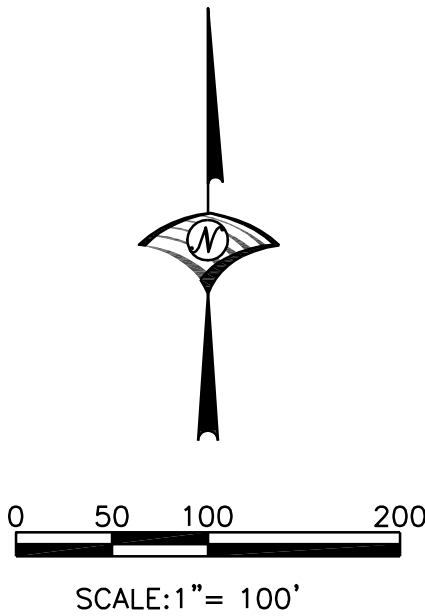
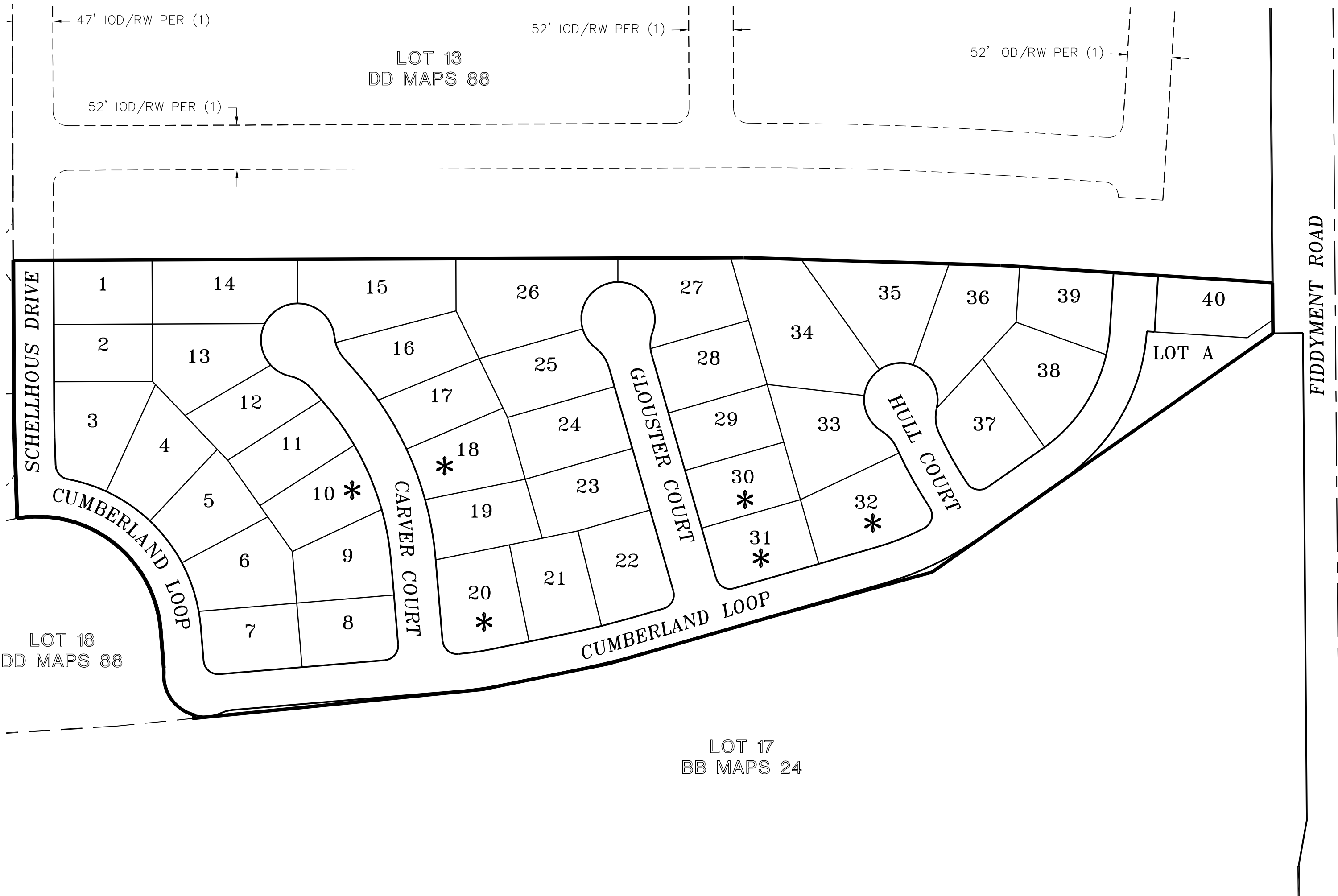
FINAL MAP OF
FIDDYMENT RANCH - PHASE 2
VILLAGE F-9D
WEST ROSEVILLE SPECIFIC PLAN PARCEL F-9D
SUBDIVISION NO. PL14-0438
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DECEMBER 2017

Sheet 6 of 7

INFORMATIONAL SHEET



**ADDITIONAL INFORMATION FOR INFORMATIONAL PURPOSE ONLY
PURSUANT TO SECTION 66434.2 OF THE GOVERNMENT CODE.**

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW PREVENTER 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 FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

LEGEND

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

FINAL MAP OF
**FIDDYMENT RANCH - PHASE 2
VILLAGE F-9D**

WEST ROSEVILLE SPECIFIC PLAN PARCEL F-9D
SUBDIVISION NO. PL14-0438

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CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

DECEMBER 2017



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Sheet 7 of 7

1027.152

SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.



COUNCIL COMMUNICATION

CC #: 8915

File #: 0704

Title: Placer Indoor Sports and Events Center - Memorandum of Understanding

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

Meeting Date: 12/6/2017

Item #: 7.14.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a Memorandum of Understanding (MOU) among the City of Roseville, the County of Placer, the South Placer County Tourism Corporation, dba Placer Valley Tourism (PVT), and the Placer Valley Sports Complex, Inc. (PVSC).

BACKGROUND

In 2002, the South Placer County Tourism Business Improvement Area (BIA) was formed for the purpose of promoting and expanding tourism in South Placer County. Revenue was generated by assessments on hotel room nights for all hotels in the cities of Lincoln and Rocklin and Roseville. The BIA was managed by Placer Valley Tourism (PVT) and operated successfully. In August of 2014, the hotel business owners of Roseville, Rocklin and Lincoln requested that the City form the Placer Valley Sports Complex and Tourism Marketing District (TBID) to replace and expand the mission of the existing BIA. The TBID was formed on November 5, 2014, a Management District Plan was adopted, and PVT was appointed to continue to serve as to the owners' association for the district.

On March 1, 2017, the City received a request from PVT to modify the original Management District Plan in two respects. First, the original plan allowed for the issuance of bonds by the City to finance the development of a long field sports complex. PVT requested that the plan be amended to allow for the issuance of bonds for any project outlined in the Management District Plan. Second, the original plan authorized the issuance of bonds by the City only. PVT also requested that the plan be amended to allow for the issuance of bonds by any public entity authorized to issue bonds under the plan, subject to the consent of the City. In May 2017, the City Council approved these modifications to the Management District Plan.

On March 21, 2017, the County designated PVT as the new operator of the Placer County Fairgrounds effective July 2017, and approved a budget for a Fairgrounds Renovation Project. This project includes updating existing buildings, landscape improvements, resurfacing, restriping and repair of parking areas, and site enhancements including place-making features and wayfinding. The County and PVT have additionally proposed the development of a 130,000-square foot indoor sports and events center (the ISEC Project) at the Fairgrounds. A future Phase 2 of the ISEC Project would include a 60,000-square foot expansion and a 6,000-square

foot culinary building. The ISEC facility would be designed for hosting various sports events and tournaments including, but not limited to, volleyball, wrestling, basketball, futsal, martial arts, dance, and cheer competitions. The facility would include team rooms, sport courts, training rooms, row bleachers, concessions, offices, multi-purpose rooms, and restrooms. In addition, the building could also be configured to host large meetings, trade shows, concerts, and graduations.

Pursuant to the revised Management District Plan, PVT desires to utilize bond financing for portions of the Renovation Project and for the ISEC Project and has asked the City to be the issuer of such bonds. On September 6, 2017, Council approved the issuance of the bonds along with a Memorandum of Understanding (MOU) among the City, PVT and PVSC in which the City agreed to issue the bonds and release bond proceeds in consideration of entering into a subsequent MOU regarding the cooperation of the parties regarding certain environmental review and mitigation requirements associated with the ISEC Project. Such bonds, which are limited obligations bonds secured by the TBID assessments and not any other funds of the City, were issued on October 6, 2017.

Before the Council for approval is the subsequent Memorandum of Understanding among the City, the County of Placer, PVT, and PVSC (the four-Party MOU) which formalizes the following:

- The Renovation Project. The Parties agree that close cooperation prior to and during the construction of the Renovation Project is important, and that City is interested in specific aspects of the Renovation Project that may affect City residents.
- Washington Boulevard Landscaping. County, PVT and PVSC intend to install, and maintain, new landscape improvements along the Fairgrounds frontage of Washington Boulevard as part of the Renovation Project. Landscape improvements to the Fairgrounds frontage shall be consistent with applicable County standards.
- Electronic Marquee Sign. The Parties agree that, should the County Planning Director determine the sign design to be in conformance with County standards, the County, PVT and PVSC shall install, operate and maintain an electronic marquee sign on Washington Boulevard, to identify and promote Fairground and other PVT and PVSC events. The electronic marquee sign will be approximately the same size as the existing sign and shall not include commercial advertising unrelated to the Fairground, PVT or PVSC events or rolling text messages.
- Parking and Lighting. The Parties agree that existing paved parking areas at the Fairgrounds shall be repaved and new lighting installed not to exceed 25-feet in height on those portions as an element of the Renovation Project. The new lights will be required to meet State standards regarding minimizing off-site spill-over light which will significantly reduce the off-site lighting impacts compared to existing parking lot lighting conditions. The Parties acknowledge and agree that neither PVT, PVSC, nor the County intend to pave currently unpaved portions of the parking areas at the Fairgrounds, or light currently unlit portions of those parking areas.
- Cooperation on the Planning and Environmental Review for ISEC Project. County, PVT and PVSC agree that the public planning and review process for the ISEC Project shall prioritize input from the City and shall take into consideration City policies and concerns related to the construction and operation of the ISEC Project. Following the commencement of the planning and environmental review process for the ISEC Project, the County, PVT and PVSC shall meet with City staff no less than monthly to update the City on the status and details of the ISEC Project and to discuss substantive issues pertaining to the processing and conditioning of the ISEC Project by the County.
- Identification and Mitigation of Traffic Impacts. The Parties agree to the following:
 - a. City staff shall be provided with the opportunity to provide advance input into the traffic and circulation analysis to be conducted for the ISEC Project.
 - b. The County, PVT and PVSC, in collaboration with the City, shall prepare a Traffic, Parking,

Event and Site Management Plan for the ISEC Project.

- c. The County, PVT and PVSC will, in collaboration with the City, prepare a protocol agreed upon by the Parties whereby the City Police will receive advance notification prior to events at the Fairgrounds and/or the ISEC Project where alcoholic beverages will be served.
 - d. The Parties agree to undertake future contract negotiations in good faith regarding the provision of on-site law enforcement by the Placer County Sheriff's Office and off-site traffic control by the City of Roseville Police Department.
- Junction/Vallejo Traffic Signal. All Parties agree that a new and additional entrance to the ISEC Project and Fairgrounds will be beneficial, and, subject to CEQA review and approval of the ISEC Project, the City shall construct a new signalized intersection at Junction Boulevard and Vallejo Street.
 - Conveyance of Land to City. City has indicated an interest in acquiring approximately 3.16+ acres of land from the County south of the City's Police Station ("County Land"), the precise extent and location of which land acquisition is to be determined by subsequent negotiation and agreement between the County and City.
 - Funding of Mitigation Measures and Commitments. The County, PVT and PVSC shall, to the extent authorized by the governing bodies of each entity, make good faith efforts to ensure that funding for Project mitigation measures and/or commitments required and/or designed to respond to impacts, issues or concerns raised by City or City residents and adopted or agreed upon by the County, be adequately funded by bond proceeds for the ISEC Project and be given priority over other project components.
 - Revenue Bonds. The City agrees to cooperate with PVT and PVSC in the negotiation and execution of bond financing for construction of the Renovation and ISEC Projects consistent with the terms of this MOU.
 - Limitation on Race Events. The County, PVT and PVSC agree that the number and frequency of annual race events will not increase.
 - Limitation on Hours of Outdoor Events. The County, PVT and PVSC agree that, with the exception of the County Fair, outdoor events at the Fairgrounds shall be prohibited from extending beyond 10:00 p.m.
 - Other Landscaping Improvements, Street Abandonment. The County, PVT and PVSC agree to landscape the reconstructed fairgrounds frontage on Lawton Avenue. In order to accommodate the Lawton Avenue landscape improvements, City shall, to the extent necessary and allowed by law, abandon to the County the requisite portions of the Lawton Avenue right-of-way.
 - Walls. The County, PVT and PVSC shall also construct a landscape hedge wall along the west boundary of the ISEC Project adjacent to existing multi-family residential uses in the City. The County, PVT and PVSC shall additionally construct a masonry wall on the west boundary of the ISEC Project if the project's EIR determines that such a masonry wall is required.
 - Emergency Response Calls. The Parties acknowledge that as a result of the ISEC Project, the number of emergency response calls to City fire and police personnel may increase. The parties agree to meet, confer and negotiate a means by which any potential negative fiscal impact to the City of such increased emergency response calls will be mitigated.
 - Incorporation of Commitments into Proposed Ground Lease. PVT and PVSC shall, subject to the approval of the County, incorporate the commitments of PVT and PVSC contained in this MOU and all mitigation measures relating to the ISEC Project, as may be adopted and approved by the County, into the proposed ground lease among PVT, PVSC and the County.

This MOU was approved unanimously by the Placer County Board of Supervisors and the South

Placer County Tourism Corporation Board.

FISCAL IMPACT

Approval of this MOU has no General Fund impact.

ECONOMIC DEVELOPMENT / JOBS CREATED

Renovation of the Fairgrounds and construction of an indoor sports and events center will generate more hotel room nights in Roseville resulting in increased Transient Occupancy Tax (TOT) revenues and TBID assessments. The Renovation Project is expected to increase room nights by approximately 3,000 and the new ISEC is expected to generate an additional 30,000 room nights annually. Therefore, these projects are expected to have a positive economic impact to the City.

ENVIRONMENTAL REVIEW

Approval of the MOU does not require California Environmental Quality Act (CEQA) review. The terms of the MOU do not constitute an approval of the ISEC Project nor require or commit the County to subsequently approve the construction of the ISEC Project. This MOU does not further the ISEC in a manner which would preclude meaningful CEQA review of alternatives or mitigation measures. *Save Tara v. City of West Hollywood*, 45 Cal.4th 116 (2008); *Cedar Fair v. City of Santa Clara*, 194 Cal.App.4th 1150 (2011); and *Neighbors for Fair Planning v. City and County of San Francisco*, 217 Cal.App.4th 540 (2013).

Respectfully Submitted,

Dominick Casey, Assistant City Manager

Rob Jensen, City Manager



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-493

PVT-PVSC-COUNTY MOU

RESOLUTION NO. 17-493

APPROVING A MEMORANDUM OF UNDERSTANDING
AMONG THE CITY OF ROSEVILLE, THE COUNTY OF PLACER, PLACER VALLEY
TOURISM AND PLACER VALLEY SPORTS COMPLEX ON THE PROPOSED PLACER
INDOOR SPORTS AND EVENTS CENTER, AND THE CITY OF ROSEVILLE AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a Memorandum of Understanding among the City of Roseville, the County of Placer, Placer Valley Tourism and Placer Valley Sports Complex on the Proposed Placer Indoor Sports and Event Center, has been reviewed by the City Council;

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

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

AYES COUNCIL MEMBER:

NOES COUNCIL MEMBER:

ABSENT COUNCIL MEMBER:

Mayor

ATTEST:

City Clerk

Memorandum of Understanding
Among the City of Roseville, the County of Placer, Placer Valley Tourism
and Placer Valley Sports Complex
On The Proposed Placer Indoor Sports and Event Center

This Memorandum of Understanding (the "MOU") is made and entered into this ___ day of _____, 2017, by and among the County of Placer, a political subdivision of the State of California (the "County"), the City of Roseville, a charter city and municipal corporation organized and existing under the laws of the State of California (the "City"), the South Placer County Tourism Corporation, a California non-profit corporation, dba Placer Valley Tourism ("PVT"), and the Placer Valley Sports Complex, Inc., a California non-profit corporation ("PVSC"). The parties may collectively be referred to herein as the "Parties," and individually as a "Party." This MOU is made by the Parties with reference to the following Recitals:

- A. County is the owner of approximately 61 acres of improved real property at 800 All America City Boulevard in Roseville California, which is commonly referred to as the Placer County Fairgrounds ("Fairgrounds"); and
- B. On October 11, 2016, the County authorized the County's Director of Public Works and Facilities to negotiate certain agreements with PVT, with respect to the operation of the Fairgrounds; and
- C. PVT is a private non-profit corporation organized with the charter purpose of enhancing the vitality of the local hotel industry, and to support economic development that draws visitors to Placer County for purposes of business, recreation and leisure; and
- D. On December 6, 2016, County approved a Feasibility Analysis Agreement with PVT, allowing PVT access to the Fairgrounds for purposes of evaluating the Fairgrounds property for the potential operation and management of the Fairgrounds and for the potential of constructing a new indoor sports and events center (the "ISEC"); and
- E. On March 21, 2017, County designated PVT as the new operator of the Fairgrounds effective as of July 2017, and approved a budget revision appropriating \$2,000,000 to Project No. 04969 Fairgrounds Repair (the "Renovation Project") in the County's Capital Projects fund; and

- F. On March 21, 2017 the County determined that the Renovation Project is categorically exempt from environmental review under the California Environmental Quality Act ("CEQA"); and
- G. PVSC will utilize bond financing for the construction of the Renovation Project and related improvements, and the City will be the issuer of the bonds; and
- H. On May 10, 2017, the Roseville City Council adopted a Resolution Determining that Amendments to the Management District Plan for the Placer Valley Sports Complex and Tourism Marketing District are Authorized and Amending the Authorization to Issue Bonds; and
- I. County, PVT and PVSC wish to negotiate a proposed long-term ground lease of acreage within the Fairgrounds for the potential construction of the ISEC, a culinary arts building and other on-site improvements to the Fairgrounds related to the ISEC (collectively, the "ISEC Project"), which is separate and distinct from the Renovation Project previously approved by the County; and
- J. PVSC is a private non-profit corporation formed and organized by PVT for the purpose of implementing the Renovation Project and ISEC Project and operating and managing the Fairgrounds; and
- K. County, as lead agency and owner of the Fairgrounds property, intends to initiate a public planning and environmental review process under the CEQA for the ISEC Project and potential related improvements anticipated under the potential ground lease. The planning and environmental review process will utilize County policies and standards; and
- L. In recognition of the fact that the Fairgrounds property is located within the physical boundary of the City, and that City residents may be affected by the impacts of the ISEC Project, County and City desire to exercise a higher level of mutual cooperation in the planning and environmental review of the ISEC Project than may otherwise be required under law, including CEQA; and
- M. It is anticipated that PVSC will utilize bond financing for the construction of the ISEC Project and related improvements, and that the City will be the issuer of the bonds, subject to the County's approval of the ISEC Project consistent with this MOU; and
- N. It is further anticipated that the County may contribute funds to the construction of the ISEC Project; and
- O. Based on the commitments by the Parties contained in this MOU, the City is willing to support the issuance of the bonds sought by PVT and PVSC and, further, to construct a new signalized intersection at Junction Boulevard and Vallejo Street, as described herein, that will serve as a new entry into the

Fairgrounds and the ISEC Project, subject to CEQA review and approval of the ISEC Project consistent with this MOU.

NOW, THEREFORE, in consideration of the promises and commitments contained in this Memorandum of Understanding, the Parties hereto agree as follows:

Section 1. Cooperation On The Renovation Project. The Parties agree that close cooperation prior to and during the construction of the Renovation Project is important, and that City is interested in specific aspects of the Renovation Project that may affect City residents. To respond to City's interests on these matters, the Parties have identified specific components of the Renovation Project on which future interaction between the Parties will be conducted.

Section 2. Washington Boulevard Landscaping. County, PVT and PVSC intend to install, and after such installation maintain, new landscape improvements along the Fairgrounds frontage of Washington Boulevard as part of the Renovation Project. Landscape improvements to the Fairgrounds frontage shall be consistent with applicable County standards.

Section 3. Electronic Marquee Sign. The Parties agree that, should the County Director of Public Works and Facilities determine in writing the sign design is acceptable to the County, PVT and PVSC shall install, operate and maintain an electronic marquee sign on Washington Boulevard, to identify and promote Fairground and other PVT and PVSC events. The Parties agree that the electronic marquee sign shall be approximately the same size as the existing sign at the Fairgrounds entrance. The electronic marquee sign shall not include commercial advertising unrelated to Fairground or PVT and PVSC events or rolling text messages.

Section 4. Parking and Lighting. The Parties agree that existing paved parking areas at the Fairgrounds as shown on **Exhibit A** shall be repaved and new lighting installed on those portions as an element of the Renovation Project. County, PVT and PVSC have shared the paved parking lot photometric lighting plan with the City and have agreed that the paved parking lot light standards to be installed shall not exceed 25-feet in height and shall meet Title 24 standards regarding minimizing off-site spill-over light which significantly reduces the off-site lighting impacts compared to existing parking lot lighting conditions. The Parties acknowledge and agree that neither PVT, PVSC, nor the County intend to pave currently unpaved portions of the parking areas at the Fairgrounds, or light currently unlit portions of those parking areas. The City acknowledges and agrees that it has no control or authority over parking areas within the Fairgrounds to be paved, remain unpaved, or to be lighted.

Section 5. Cooperation On The Planning and Environmental Review for ISEC Project. County, PVT and PVSC agree that the public planning and review process for the ISEC Project shall prioritize input from the City and shall take into consideration City policies and concerns related to the construction and operation of the ISEC Project.

Prior to the commencement of the environmental review process for the ISEC Project, on May 31, 2017 County conducted a public outreach meeting, with advance notice provided to the City and residents within the City most likely to be affected by the ISEC Project. County has also submitted a draft project description of the ISEC Project to the City, along with additional information as appropriate to facilitate review and comment by the City and its various departments regarding planning, infrastructure, environmental and public service issues applicable to the ISEC Project. Following the commencement of the planning and environmental review process for the ISEC Project, the County, PVT and PVSC shall meet with City staff no less than monthly to update the City on the status and details of the ISEC Project and to discuss substantive issues pertaining to the processing and conditioning of the ISEC Project by the County.

Section 6. Identification and Mitigation of Traffic Impacts. The Parties agree to the following:

- a) City staff shall be provided with the opportunity to provide advance input into the traffic and circulation analysis to be conducted for the ISEC Project.
- b) The County, PVT and PVSC, in collaboration with the City, shall prepare a Traffic, Parking, Event and Site Management Plan for the ISEC Project, which would include specific protocols for the following: (1) notification to the City by County, PVT and PVSC in advance of events at the ISEC Project that may exceed 8,000 attendees; (2) identification of an attendance threshold for events at the ISEC Project that would require the County and/or PVT and PVSC to provide off-site parking and shuttle services; (3) identification of certain events (either by attendance or type or other factors that would require the need for off-site traffic management by City police); (4) identification of future events that may utilize City or other parking facilities for off-site parking; and (5) address public safety calls to the Fairgrounds during events and at non-event times.
- c) The County, PVT and PVSC will, in collaboration with the City, prepare a protocol agreed upon by the Parties whereby the City Police will receive advance notification prior to events at the Fairgrounds and/or the ISEC Project where alcoholic beverages will be served.
- d) The Parties agree to undertake future contract negotiations in good faith regarding the provision of on-site law enforcement by the Placer County Sheriff's Office and off-site traffic control by the City of Roseville Police Department.

The items specified as (a) through (d) above may be adopted by the Parties through either a subsequent agreement between the Parties, as ground lease terms, or mitigation measures adopted by the County for the ISEC Project, or through a combination thereof. Items (c) and (d) are intended to be separate and additional provisions to those contained in the Law Enforcement Services Memorandum of Understanding between the Roseville Police Department and the Placer County Sheriff's Office dated August 2016.

Section 7. Junction/Vallejo Traffic Signal. All Parties agree that a new and additional entrance to the ISEC Project and Fairgrounds will be beneficial, and, subject to CEQA review and approval of the ISEC Project, the City shall construct a new signalized intersection at Junction Boulevard and Vallejo Street within the area shown in **Exhibit B**, in accordance with future intersection improvement plans to be developed and agreed upon by the Parties. To the extent practicable, the Parties agree that the new signalized intersection shall be completed and operational by May 2019. In the event the Parties determine that construction of the new intersection by the County, PVT and PVSC, with the funding for the cost of such construction provided by the City, is more time efficient, the County, PVT and PVSC may construct the new intersection. In consideration for the intersection improvements constructed and/or funded by the City, the Parties intend that County will convey County owned land as described in Section 8 of this MOU.

Section 8. Conveyance of Land to City. City has indicated an interest in acquiring approximately 3.16± acres of land from the County south of the City's Police Station ("County Land"), the precise extent and location of which land acquisition is to be determined by subsequent negotiation and agreement between the County and City. County and City agree and acknowledge that their mutual intent is to work towards a conveyance of the County Land based on a price established by appraisal. County and City agree and acknowledge that their mutual intent is: 1) if the appraised value of the County Land is less than the City cost of installing the new signalized intersection at Junction/Vallejo, as set forth in Section 7 of this MOU, installation of the traffic signal will constitute fair consideration to County for the County Land with no further payment from City to County; 2) if the appraised value of the County Land is greater than the City's cost of signal installation, the City will pay County the difference in value prior to conveyance; and 3) if there are any hazardous material issues affecting the County Land, the County and City will address the cost and terms for remediation as part of the conveyance agreement. The County and City agree and acknowledge that a conveyance of the County Land can occur, if at all, only pursuant to a separate written agreement between the County and City.

In the event that the County does not approve the ISEC Project, PVT and PVSC agree to reimburse the City the cost City incurred in the design of the new signalized intersection at Junction/Vallejo.

County or City may choose to realign Corporation Yard Road to intersect with the southern extension of the new signalized intersection described in Section 7 of this MOU. In the event that County or City chooses to extend Corporation Yard Road as described in this Section 8, County or City shall notify the other of its intent to realign the roadway and to determine whether or not the other has any interest in acquiring land from the other and/or participate in the cost of constructing the realigned Corporation Yard Road.

Section 9. Funding of Mitigation Measures and Commitments. The County, PVT and PVSC shall, to the extent authorized by the governing bodies of each entity,

make good faith efforts to ensure that funding for Project mitigation measures and/or commitments required and/or designed to respond to impacts, issues or concerns raised by City or City residents and adopted or agreed upon by the County, be adequately funded by bond proceeds for the ISEC Project and be given priority over other project components. The County agrees that its Project Management Team, or equivalent personnel, will review project plans and specifications to confirm to the extent practicable that the bond funding requested covers the improvements identified in this Section 9.

Section 10. Revenue Bonds. The City agrees to cooperate with PVT and PVSC in the negotiation and execution of bond financing for construction of the Renovation and ISEC Projects consistent with the terms of this MOU.

Section 11. Limitation on Race Events. The County, PVT and PVSC agree that the number and frequency of annual race events held at the fairgrounds speedway shall not exceed those shown in the All American Speedway 2017 Schedule as a reference point, attached hereto as **Exhibit C** and incorporated herein by this reference.

Section 12. Limitation on Hours of Outdoor Events. The County, PVT and PVSC agree that, with the exception of the County Fair, outdoor events at the Fairgrounds shall be prohibited from extending beyond 10:00 p.m.

Section 13. Other Landscaping Improvements, Street Abandonment. The County, PVT and PVSC agree to landscape the reconstructed fairgrounds frontage on Lawton Avenue with evergreen plants in order to create a hedge wall on the boundary of the ISEC Project and the single-family homes on the south side of Lawton Avenue. In order to accommodate the Lawton Avenue landscape improvements described in this Section 13, City shall, to the extent necessary and allowed by law, abandon to the County the requisite portions of the Lawton Avenue right-of-way.

The County, PVT and PVSC shall also construct a landscape hedge wall along the west boundary of the ISEC Project adjacent to existing multi-family residential uses in the City. The County, PVT and PVSC shall additionally construct a masonry wall on the west boundary of the ISEC Project if the project's EIR determines that such a masonry wall is required to reduce noise impacts of the ISEC Project on such adjacent residential uses to less than significant.

Section 14. Emergency Response Calls. The Parties acknowledge that as a result of the ISEC Project, the number of emergency response calls to City fire and police personnel may increase. The Parties further acknowledge that annual sales tax and TOT tax revenues to the City will likely increase as a result of the ISEC Project. In the event that the City becomes concerned that its costs of increased emergency response calls resulting from development of the ISEC Project may exceed the amount of increased annual sales tax and TOT tax revenue attributable to the ISEC Project, the Parties agree to meet, confer and negotiate a means by which any potential negative fiscal impact to the City of such increased emergency response calls will be mitigated.

Section 15. MOU Not Approval of the Project. The approval of this MOU is exempt from environmental review under CEQA pursuant to CEQA Guidelines § 15378(b)(4). The approval of this MOU does not constitute the approval of a "project" under CEQA because it does not involve any commitment to any specific project, which may result in a potentially significant physical impact on the environment. Further, this MOU does not obligate the Parties, or any of them, to undertake a specified construction project nor does it set a time for development, and the approval of this MOU does not constitute the approval of any particular project at the Fairgrounds, or otherwise.

Section 16. Incorporation of Commitments Into Proposed Ground Lease. PVT and PVSC shall incorporate the commitments of PVT and PVSC contained in this MOU and all mitigation measures relating to the ISEC Project, as may be adopted and approved by the County, into the proposed ground lease between PVT, PVSC and the County.

Section 17. General Provisions.

(a) **No Waivers.** A waiver of any breach of any provision of this MOU shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision operate as a waiver of such provision or of any other provisions.

(b) **No Third Party Beneficiary.** This MOU is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. This MOU is not intended to, and shall not be construed to, create any right on the part of any third party to bring any action or otherwise enforce any of its terms.

(c) **Notice.** All notices required by this MOU shall be deemed to have been given when made in writing and hand delivered or mailed, certified, return receipt requested, to the respective Parties and their representatives at their respective addresses as set forth below or such other addresses as they may provide, in writing as set forth above, to the other Party from time to time:

To the County:

County of Placer
Department of Public Works and Facilities
Physical Address: 2855 Second Street
Mailing Address: 11476 C Avenue Auburn, CA 95603
Attention: Property Manager

With a copy to:

County of Placer
Office of County Counsel 175 Fulweiler Avenue
Auburn, CA 95603
Attention: Placer County Fairgrounds Counsel

To the City:

City of Roseville
311 Vernon Street
Roseville, CA 95678
Attention: City Manager

To PVT:

Placer Valley Tourism
2204 Plaza Drive, Suite 110
Rocklin, CA 95675
Attention: Chief Executive Officer

To PVSC:

Placer Valley Sports Complex, Inc.
2204 Plaza Drive, Suite 110
Rocklin, CA 95675
Attention: Chief Executive Officer

(d) Amendments. This MOU may be modified or amended only by mutual and written agreement of the Parties.

(e) Severability. Notwithstanding any provision of applicable law to the contrary, if any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, and this MOU shall be construed and enforced as if such void, illegal, invalid, or unenforceable provision had never comprised a part of this MOU, and the remaining provisions of this MOU shall remain in full force and effect and shall not be affected by the void, illegal, invalid, or unenforceable provision or by its severance from this MOU.

(f) Headings and Captions. Headings and captions on sections and subsections are provided for the convenience of the Parties only and shall not be considered in the construction or interpretation of this MOU, nor limit, amend or affect the meaning of the provision to which they pertain.

(g) No Joint Venture or Partnership. This MOU does not create any form of joint venture, partnership or other association between the County, the City, and/or PVT and PVSC, and the Parties agree that nothing in this MOU or in any document executed in connection with it shall be construed as creating any such relationship.

(h) Time is of the Essence. Time is of the essence of each and every provision of this MOU.

(i) Termination. This MOU shall remain in effect for so long as the Project is under consideration by the County for approval, and if the Project is approved, for so long as the Project remains operational. In the event that the County and/or PVT and PVSC elect not to proceed with the Project or to terminate project operation, the County and/or

PVT and PVSC may elect to terminate this MOU following written notice to the City. This MOU shall terminate no later than the end of the term of an approved County, and PVT or County and PVSC Ground Lease.

IN WITNESS WHEREOF, the Parties have executed this MOU effective as of the date first set forth above.

South Placer County Tourism Corporation,
a California non-profit corporation, dba
Placer Valley Tourism

By: Heather Hilton
Heather Hilton, Chair

By: David Attaway
David Attaway, Secretary

Placer Valley Sports Complex, Inc.,
a California non-profit corporation

By: Heather Hilton
Heather Hilton, Chair

By: David Attaway
David Attaway, Secretary

County of Placer

By: Jennifer Montgomery
Print Name: JENNIFER MONTGOMERY

Its: _____

Approved as to Form

County Counsel
County Counsel

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, as authorized the execution of this MOU in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. ____, adopted by the Council of the City of Roseville on the ____ day of _____, 2017, and the County of Placer, PVT and PVSC have caused this MOU to be executed.

CITY OF ROSEVILLE, a municipal corporation

By: _____
ROB JENSEN
City Manager

ATTEST:

By: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

By: _____
ROBERT R. SCMITT
City Attorney

APPROVED AS TO SUBSTANCE:

By:  _____
DOMINICK CASEY
Assistant City Manager

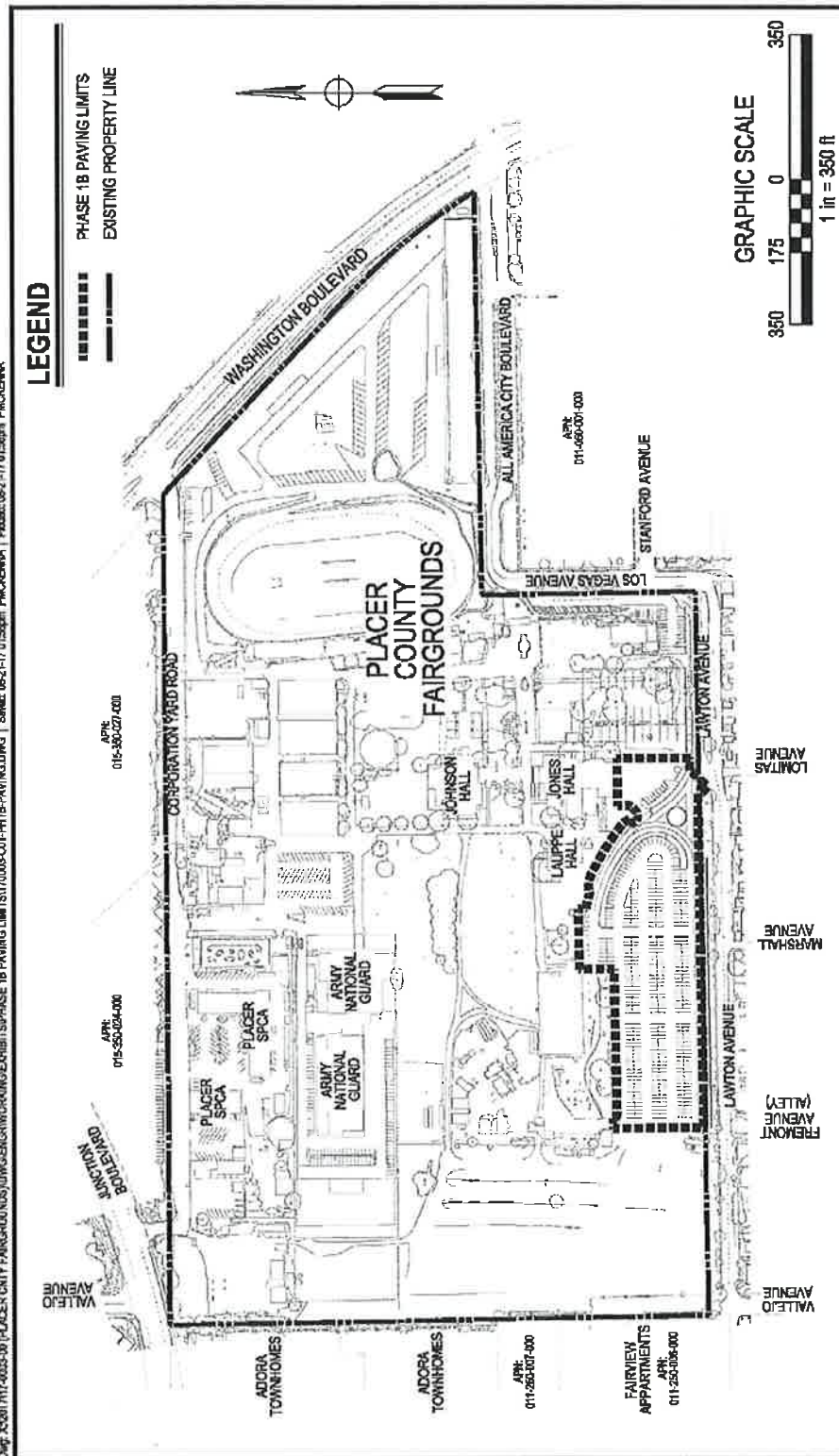
PLACER COUNTY FAIRGROUNDS MOU PARKING LOT RENOVATION AREA

ROSEVILLE, PLACER COUNTY, CALIFORNIA

mp

MORTON & PITALO INC.
CIVIL ENGINEERING, LAND PLANNING & LAND SURVEYING
Folsom, CA • Sacramento, CA • Fresno, CA
75 Van Pelt Circle, Suite # 120
Rollerton, CA 95630
phone: (916) 984-7621
strategy email: mdp@mpinc.com • web: www.mpincl.com

DRAWN:	PEM	JOB NO:	17-0003-00
CHECKED:	JC	DATE:	08-21-2017
SCALE:	1"=350'	SHEET:	1 of 1





Dwg: X:\2017\17-0003-00 (PLACER CNTY FAIRGROUNDS)WORKINGEXHIBITS\NEW SIGNALIZED INTERSECTION\70003-001 SIGNAL DWS | Sheet: 08-31-17 11:22am P:\MCKENNA | Plot: 08-31-17 11:22am P:\MCKENNA

 MORTON & PITALO, INC. CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING 70101 1st Street, Suite 100 Roseville, CA 95678 Phone: (916) 984-7821 Fax: (916) 984-7821 Email: info@mortonpitalo.com • Web: www.mortonpitalo.com		JOB NO: 17-0003-00	1 of 1
		DRAWN: PM	JOB NO: 17-0003-00
CHECKED: JC	DATE: 08-31-2017	SHEET: 1 of 1	
SCALE: 1"=100'			

EXHIBIT

PLACER COUNTY SPORTS AND EVENT COMPLEX

EXHIBIT 'B'

NEW SIGNALIZED INTERSECTION IMPROVEMENT AREA

ROSEVILLE / PLACER COUNTY, CALIFORNIA

EXHIBIT C

2017 SCHEDULE*



DATE	CLASSES	SERIES PTS.
MAR 18, 25 APR 1, 8th	PLAY DAYS, Practice, Test and Tune	Grandstands Open - Free Admission
15-Apr	PCS Late Models SS, NCMA, F-4	1
22-Apr	NS Mods, Bombers Pro-4 mode, Legends	Gene Welch Memorial Classic 2
29-Apr	Street Stock Bombers, Limited Modifieds, F-4	3
6-May	Dark Night - No Races	
13-May	SS, BOM, F-4, Limited Modifieds, Pro-4 Mods	4
20-May	SS, BOM, F-4, Limited Modifieds, Hardtops	5
27-May	Dark Night - No Races	
3-Jun	Monster Trucks-- Street Stock Open (BMR)	
10-Jun	SS, Bombers, F-4, Limited Modifieds, Legends of Pacific	6
17-Jun	Pacific Challenge LM, SS, Bombers, Hardtops	7
24-Jun	NSCS Mode, SS, Bombers Pro-4 Mods	Placer County Fair 8
1-Jul	NO RACES	
8-Jul	NO RACES	
15-Jul	NO RACES	
22-Jul	NO RACES	
JULY 29th	NO RACES	
Aug 5th	SS, Bombers, Limited Mods, Legends of Pacific	9
AUG. 12th	SS, Bombers, F-4, Limited Modifieds	Jim McGinnis Memorial Race 10
AUG. 19th	SS, BOM, F4, Hardtops	Matt Camp Memorial Race 11
AUG. 26th	BOM, NCMA Sprints Pro-4 MODS	Back to School Night 12
Sept 2nd	Dark Night - No Races	
Sept 9th	SS, Bombers, Limited Mods, Legends of Pacific	13
SEPT. 16th	SS, BOM, F4, NCMA Sprints Limited Modifieds	14
SEPT. 23rd	SS, BOM, F4, Legends of Pacific	15
SEPT. 30th		
Oct 7th		
OCT 13th	PCS LM, NS Mode Practice	
OCT. 14th	K/N Pro Series	
OCT, 27, 28	Vintage Classic	
NOV	AAS AWARDS BANQUET	

*SCHEDULE SUBJECT TO CHANGE

Limited Mods 8 events

PRO4 = Pro 4 Modifieds (4 Events) Legends 5 events	Ticket Prices:
NCMA Sprints 3 Events Hardtops 3 events	Adults-\$10 (18-59) Pacific Challenge-NSCS Mods Adult- \$15.00
NSCS = Modifieds (3 Events) 60 Laps PCS LM (3 Events)	Seniors-\$7 (60+)
SS = Street Stocks - 13 Events - Races are 35 Laps Unless Otherwise Noted	Juniors-\$7 (6-15)
BOM = Bombers - 14 Events - Races are 35 Laps Unless Otherwise Noted	Child-FREE (Under 6)
F4 = 4 Cylinder - 9 Events - Races are 25 Laps Unless Otherwise Noted	Family Pass-\$35 (2 Adults and 3 Jr.)

www.AllAmericanSpeedway.com


800 All America City Blvd. Roseville, CA 95678 916-786-2023

Gates open at 4 p.m. Opening Ceremonies at 6 p.m. for all AAS Events



4/7/2017





COUNCIL COMMUNICATION

CC #: 8894
File #: 0316-03

Title: Permit Parking - Mariposa Street and Orchid Court
Contact: Ted Treleven 916-774-5344 ttreleven@roseville.ca.us

Meeting Date: 12/6/2017
Item #: 7.15.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt the attached Resolution designating residential permit parking on Mariposa Street between Coronado Avenue and Tahoe Avenue from 8 AM to 3 PM on weekdays and the removal of Permit Parking on Orchid Court.

BACKGROUND

Chapter 11.20.410 of the Roseville Municipal Code provides for City Council approved residential permit parking on streets where parking by other land uses (e.g. commercial, schools, etc.) impinges upon the ability of residents to find parking in front of or near their homes.

Mariposa Street:

Staff received a request from a resident on Mariposa Street near Roseville High School to install permit parking. Permit Parking already exists on many of the neighboring streets in the vicinity of the high school on weekdays from 8:00 AM to 3:00 PM while school is in session (See Exhibit A). The resident stated that during school time parked vehicles prevent her and other home owners from being able to find parking near their home.

Staff made several visits to the location and confirmed the impact. Staff performed a post card survey by mail allowing two weeks for responses. Staff then sent a second mailing to non-respondents and again allowed two weeks for responses. Staff then followed up by going door-to-door to the remaining non-respondents. The end result is a majority of responses (3/5) favor installing permit parking (See Exhibit B). Therefore, staff recommends City Council approve the installation of Permit Parking on Mariposa Street between Coronado Avenue and Tahoe Avenue on school days between the hours of 8:00 AM to 3:00 PM.

Orchid Court:

Orchid Court is in the vicinity of Oakmont High School. According to the resolution, Orchid Court and nearby streets have existing Permit Parking between the hours of 8:00 AM to 3:00 PM on weekdays, while school is in session (See Exhibit C). The Police Department was contacted by a resident about missing Permit Parking signs in Orchid Court (currently there are no Permit Parking Signs located within the Court). Staff was unable to find any record of the signs being removed by

the City. Therefore a survey of the residents was initiated to determine if Permit Parking should remain on Orchid Court and the signs be replaced or have the Permit Parking removed. Staff followed the same steps as above in order to get responses from as many residences as possible. A majority of the residents (3/5) voted in favor of removing the Permit Parking (See Exhibit D). Therefore, staff recommends City Council approve the removal of Orchid Court from the Permit Parking Resolution.

FISCAL IMPACT

The cost of installing the Permit Parking signs is included in the Street Division's approved operating budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

This action is not expected to create any new jobs.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Ted Treleven, Assistant Engineer

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-478

Exhibits A - D

RESOLUTION NO. 17-478

RELATING TO PERMIT PARKING AREAS AND
REPEALING RESOLUTION NO. 16-437

WHEREAS, Roseville Municipal Code §11.20.420 provides that the City Council may designate by resolution permit parking areas,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the following are designated as residential permit parking areas:

1. The "Roseville Community Hospital District" including the following streets: The south side of Francis Drive, between Sunrise Avenue and Oakridge Drive; and
2. The "Royer/Oak Street District" including the following streets:
 - a. the south side of Oak Street in front of 423 and 427 Oak Street;
 - b. the north and south side of Royer Street, between Judah Street and Taylor Street, excepting therefrom that portion from the intersection of the east curbline of Judah Street and the north curbline of Royer Street to a point 110 feet northeast on Royer Street; and
3. The "Oakmont High School District" including the following streets, between the hours of 8:00 a.m. to 3:00 p.m. weekdays, while school is in session:
 - a. both sides of Daisy Court from 1300 through 1308;
 - b. both sides of Oakview Drive;
 - c. both sides of Oakfield Court;
 - d. both sides of Parkview Drive, from Cirby Way to Oakwood Drive;
 - e. Gardenia Way, between Daisy Court and Vista Creek Drive;
 - f. Terra Way, from Oakview Drive and Chancellor Avenue;
 - g. Vista Creek Drive, on the east side of the street, between Cirby Way and Orchid Court; and
4. The "Roseville High School District" including the following streets, between the hours of 8:00 a.m. to 3:00 p.m. weekdays, while school is in session; except for 600 Sierra Boulevard to 618 Sierra Boulevard which will be 24 hours per day, seven days a week.
 - a. both sides of Sierra Boulevard, from Alta Vista Avenue to Mariposa Street;
 - b. both sides of Alta Vista Avenue from Campo Street to Manzanita Avenue;
 - c. the southwest side of Las Flores from Alta Vista to Coronado Avenue and the northwest side of Las Flores from Alta Vista to the alley between Sierra and Coronado;
 - d. West side of Campo Street from Tahoe Avenue to Coronado Avenue;
 - e. Coronado Avenue along the 500 block south of Las Flores Avenue to Mariposa Street, being 501 Coronado Avenue to 527 Coronado Avenue (north side) and 500 Coronado Avenue to 526 Coronado Avenue (south side), between the hours of 8:00 a.m. to 3:00 p.m. school days only;

- f. Manzanita Avenue between Mariposa Street and Alta Vista Avenue on the southeast side only (320 Mariposa Street and 512 Manzanita Avenue); and
 - g. Mariposa Street between Coronado Avenue and Tahoe Avenue
- 5. The "Riverside Avenue District", including the following streets between the hours of 8:00 a.m. to 5:00 p.m.:
 - a. The residential area of the 400 block of Clinton, being 400 to 423 Clinton inclusive;
 - b. The residential area of Second Street, being 109 to 114 Second Street inclusive and the portion of 101 B Street that is adjacent to Second Street; and
- 6. The "Atkinson Street District", including the east side of the 100 and 200 blocks of Atkinson Street on Saturdays and Sundays between the hours of 6:00 a.m. to 6:00 p.m.; and
- 7. The "Earl Avenue District", including both sides of Earl Avenue in front of 103, 104 and 105; and
- 8. Fischer Court on Sundays between the hours of 6:00 a.m. to 6:00 p.m.; and
- 9. The "Placer County Fair Grounds District", 24 hours a day/seven days a week, including the following streets:
 - a. The east side of Niles Avenue from All America City Boulevard to and including 504 Niles Avenue and the west side of Niles Avenue from Stanford Avenue to the alley;
 - b. the south side of Stanford Avenue from Los Vegas to Niles Avenue;
 - c. the south side of All America City Boulevard from Niles Avenue to the alley; and
- 10. The north side of Tahoe Avenue, from Campo Street to Mariposa Street between the hours of 8:00 a.m. to 5:00 p.m. weekdays; and
- 11. The "Maidu Elementary School District" including the following streets: the north side of Johnson Ranch Road from Branding Iron Way to Sidesaddle way from 8:00 a.m. to 5:00 p.m. Monday through Friday; and
- 12. The "Olympus Park District" including the following streets: the south side of La Croix Drive from Tuscany Street to Chapelle Drive, 24 hours a day, seven days a week; and
- 13. South Side of McLaren Drive from Rocky Ridge to Balboa Drive, east side of Balboa Drive from 1926 Balboa Drive to McLaren Drive, and at 2000 and 2002 McLaren Drive 24 hours a day, seven days a week; and
- 14. Fifteen Mile Drive from Crystal Hill Court to Feather River Court, and 132 and 133 Montgomery, 24 hours a day, seven days a week; and
- 15. South side of Brittain Street from Almond Street to Walnut Street, 24 hours a day, seven days a week; and
- 16. The "Woodcreek Oaks High School District" including the following streets, between the hours of 8:00 a.m. to 3:00 p.m. Monday thru Friday:
 - a. Caragh Street being 1059, 1061 through 1079 and 1084 (east side) Caragh Street including Dursey Court
 - b. Caragh Street from 1081 to Killarney Street

- c. Trailee Court, and
- 17. South side of Vine Avenue west of Vine Way, being 501 and 510 Vine Street, 24 hours a day, seven days a week; and
- 18. Grove Street along the 300 block west of Washington Boulevard to Alta Avenue, being 312 to 340 Grove Street (north side), 315 to 399 Grove Street, including the side property at 124 Alta Avenue (south side), from Friday at 5:00 p.m. to Sunday 10:00 p.m.
- 19. The "Historic District" including the following streets, 24 hours a day seven days a week:
 - a. Lincoln Street between Guava Alley and Grove Street on the west side only (419, 423, and 427 Lincoln Street)
 - b. Lincoln Street east side only (430 and 502 Lincoln Street);
- 20. Grider Court, 24 hours a day, seven days a week.
- 21. Bill Santucci Park area including the following streets, Saturday and Sundays at 8:00 a.m. to 6:00 p.m.
 - a. Westlake Court, south side only, starting at Morningstar Drive;
 - b. Mission Way; and
 - c. Santa Ines Street from San Antonio Lane to San Juan Bautista Court.
- 22. B Street, 24 hours a day, seven days a week, at the following addresses: 517, 515, 511, 510 B Street.
- 23. 5th Street, 24 hours a day, seven days a week, at the following addresses: 201 & 107 5th Street.
- 24. South side of Fern Street, from Rainier Alley and Clinton Avenue, daily from 7:00 a.m. to 5:00 p.m.
- 25. South side of Vine Avenue, from Fischer Court to Kindred Lane, on Saturdays and Sundays from 6:00 a.m. to 8:00 p.m.

BE IT FURTHER RESOLVED that Resolution no. 16-437 adopted October 19, 2016 is hereby repealed.

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

AYES COUNCILMEMBERS:

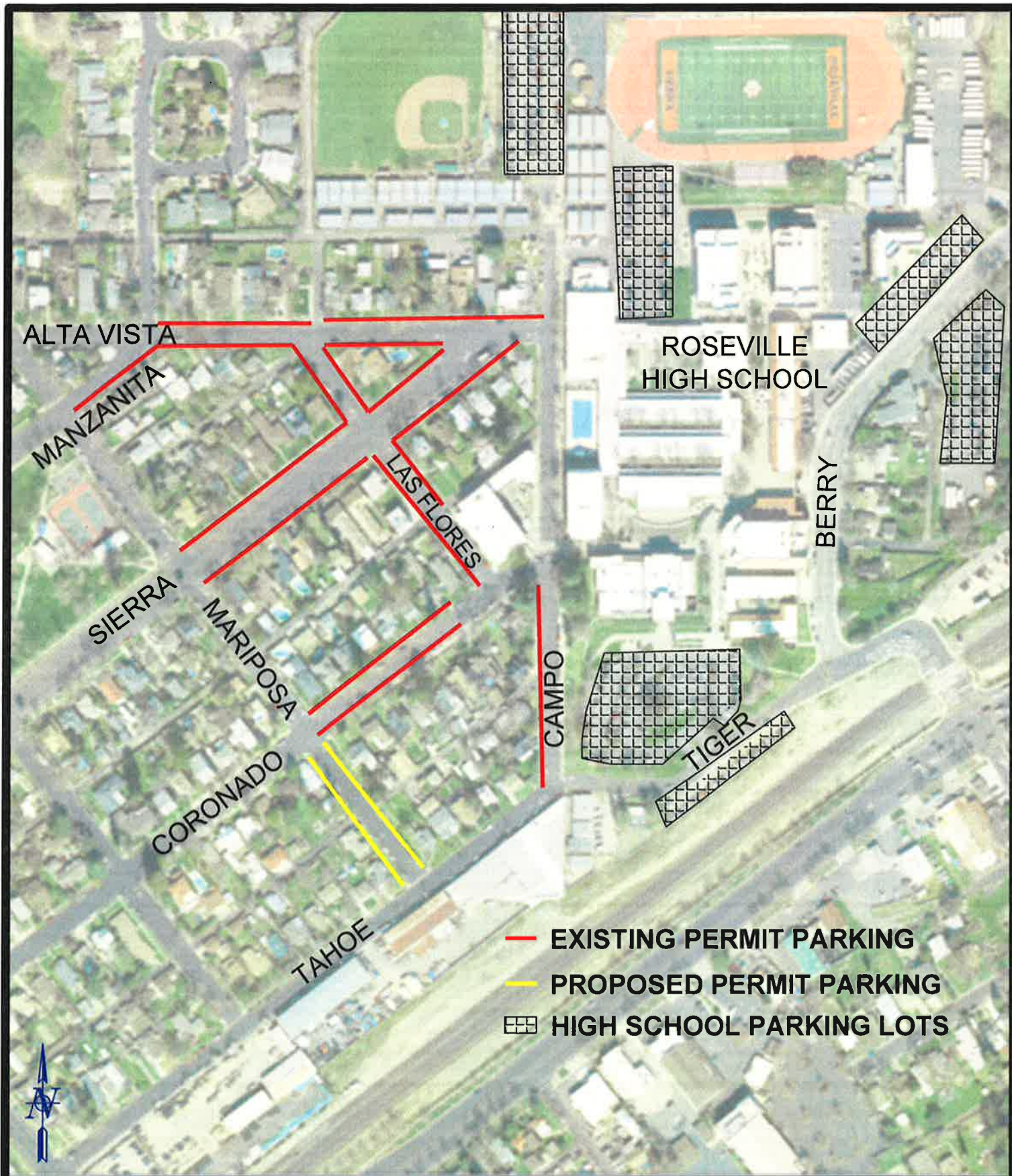
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

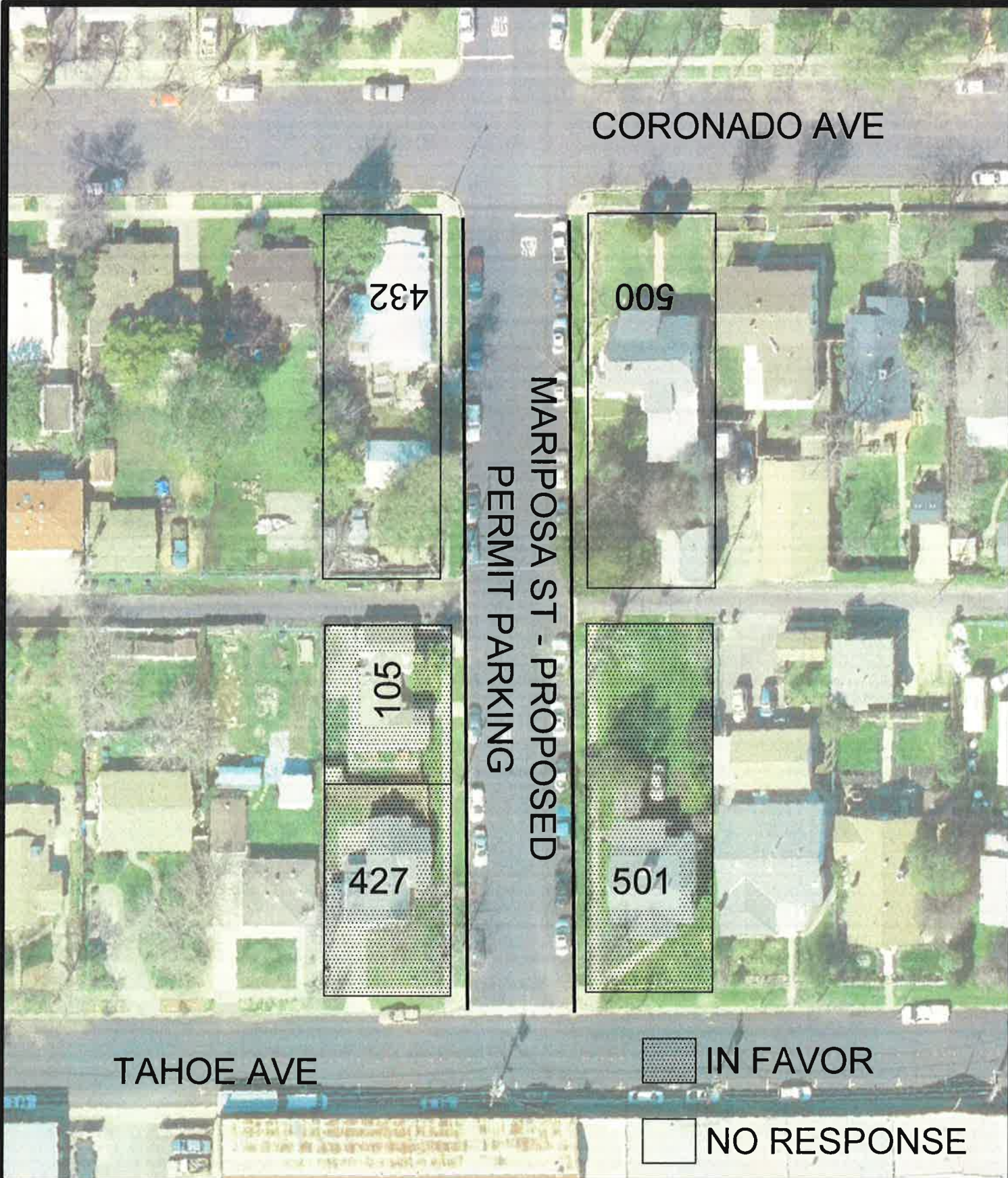
City Clerk



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

EXHIBIT A ROSEVILLE HIGH SCHOOL PERMIT PARKING LOCATION MAP

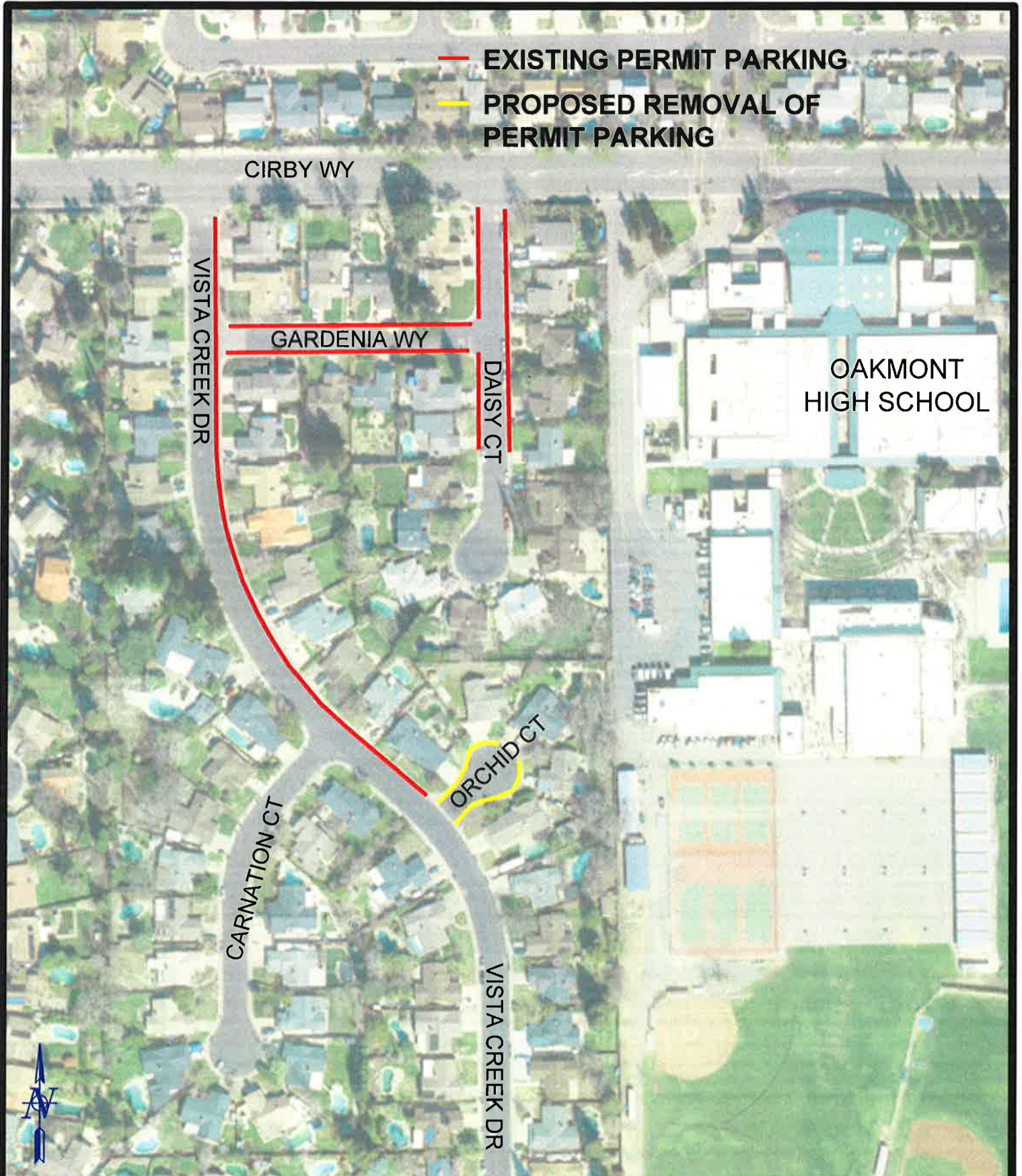
TR17050	DATE: OCTOBER 2017
DRAWN: T. TRELEVEN	SCALE: NONE



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

EXHIBIT B
PROPOSED PERMIT PARKING SURVEY
RESULTS

TR17050	DATE: OCTOBER 2017
DRAWN: T. TRELEVEN	SCALE: NONE



- EXISTING PERMIT PARKING
- PROPOSED REMOVAL OF PERMIT PARKING

CIRBY WY

VISTA CREEK DR

GARDENIA WY

DAISY CT

OAKMONT
HIGH SCHOOL

CARNATION CT

ORCHID CT

VISTA CREEK DR



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

EXHIBIT C
OAKMONT HIGH SCHOOL PERMIT
PARKING LOCATION MAP

TR17054	DATE: OCTOBER 2017
DRAWN: T. TRELEVEN	SCALE: NONE

SURVEY RESULTS



REMOVE PP



KEEP PP



NO RESPONSE

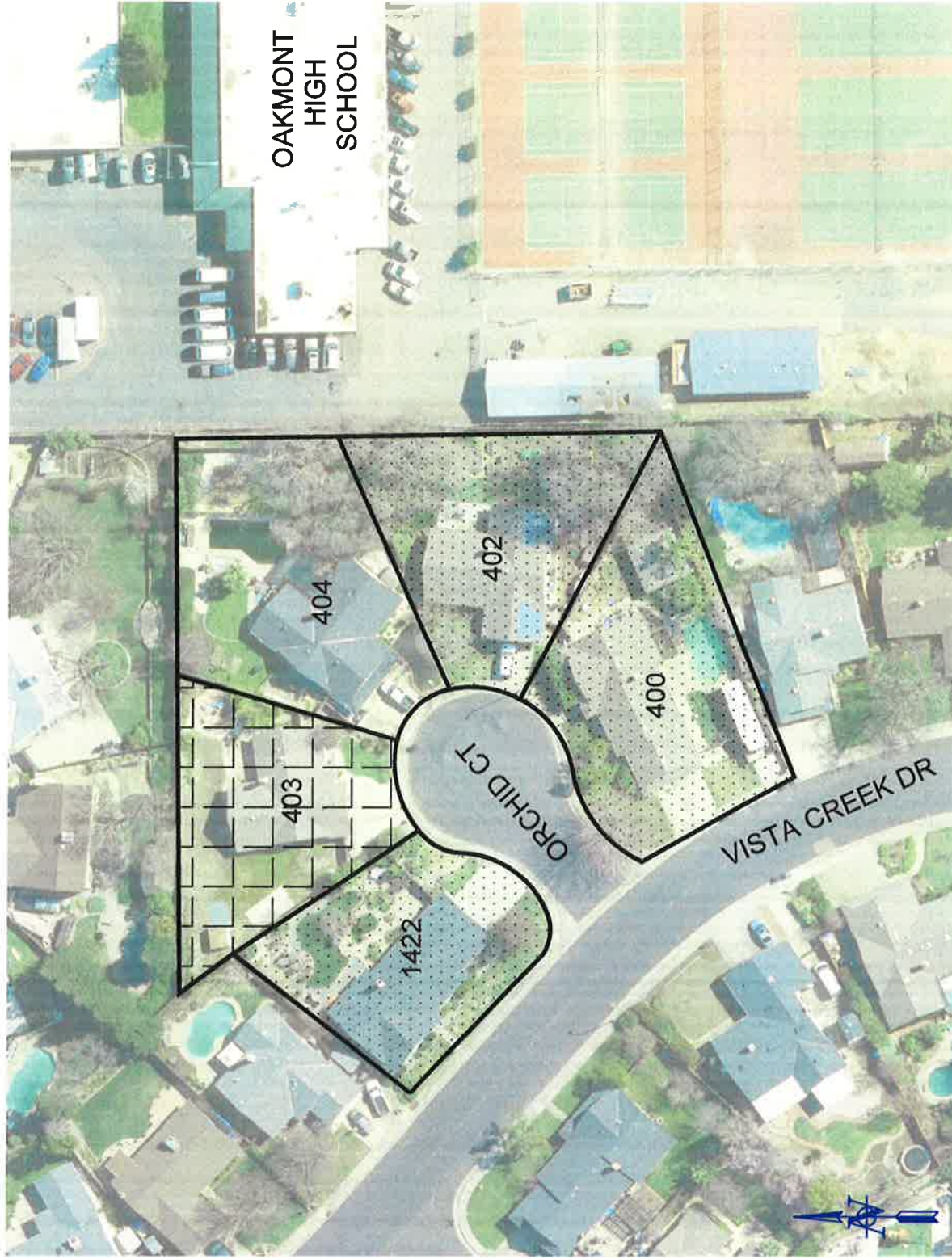


EXHIBIT D

PERMIT PARKING REMOVAL SURVEY RESULTS

TR17054

DATE: AUG 2017

DRAWN: J. PASTOR

SCALE: NONE



COUNCIL COMMUNICATION

CC #: 8887

File #: 1008 & 0900-04-02

Title: Sunrise Avenue and Douglas Boulevard Widening Project - Reimbursement Agreement

Contact: Jeffrey Hendrix 916-774-5463 jhendrix@roseville.ca.us

Meeting Date: 12/6/2017

Item #: 7.16.

RECOMMENDATION TO COUNCIL

Staff recommends Council adopt a resolution to approve the Reimbursement Agreement by and between the City of Roseville and the John L. Sullivan Family Limited Partnership, a California Limited Partnership; and authorize the City Manager to execute said agreement.

BACKGROUND

On July 31, 2017, an administrative Design Review Permit Modification (DRP-Mod) was approved for an auto sales parking lot expansion and existing building reface at 1600 Douglas Blvd. Included within the approved Conditions of Approval is a requirement for the property owner, John L. Sullivan Family Limited Partnership, to widen Sunrise Ave adjacent to the property frontage. The proposed widening will thereby create a north bound right turn lane at the Sunrise Ave/Douglas Blvd intersection.

The current roadway geometrics for north bound Sunrise Ave at Douglas Blvd includes two left turn lanes and two through lanes. The City's current Capital Improvement Program (CIP) is collecting traffic impact fees to account for the ultimate buildout of this intersection. This ultimate buildout for northbound Sunrise Ave includes two left turn lanes, two through lanes and the right turn lane that was conditioned to be constructed with the DRP-Mod referenced above. As such, the property owner is eligible to be reimbursed for the construction of the Sunrise Ave right turn lane via the City's CIP.

The public improvements proposed to be constructed are estimated to be valued at \$667,169.42. This estimate includes the full cost for the design, construction and project management of the proposed right turn lane, curb, gutter, sidewalk, utility relocations, along with signal and fiber optic improvements that are to be completed with the project. By entering into a Reimbursement Agreement, the property owner will be eligible to request full reimbursement for all work associated with the project once the work is deemed complete and accepted by the City.

FISCAL IMPACT

The actions requested as part of this item will have no impact to the City's General Fund. This

project will be funded through the City's Traffic Mitigation Fund (TMF) collected over time and specifically from the Developer Reimbursement Account.

ECONOMIC DEVELOPMENT / JOBS CREATED

Note; a national economic development study has shown that 1 job is created for every \$92,000.00 invested in public projects.

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 action of approving a reimbursement agreement for the Sunrise / Douglas Widening project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Jeffrey Hendrix, Assistant Engineer

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-475

Sunrise and Douglas Reimbursement Agreement

RESOLUTION NO. 17-475

APPROVING A CITY/DEVELOPER REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND JOHN L. SULLIVAN FAMILY LTD. PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a City/Developer Reimbursement Agreement regarding the intersection widening project at 1600 Douglas Blvd., by and between the City of Roseville and John L. Sullivan Family Ltd. Partnership, has been reviewed by the City Council; and

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

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/DEVELOPER
REIMBURSEMENT AGREEMENT

(Project: Intersection Widening Project
1600 Douglas Blvd)

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

John L. Sullivan Family Ltd Partnership, A California Limited Partnership
("DEVELOPER"); and

WITNESSETH:

A. DEVELOPER is the owner of a certain parcel of real property under development
within the City of Roseville, located at: 1600 Douglas Blvd
_____ and described as Assessor's Parcels Number
014 - 450 - 053 (the "SULLIVAN Property").

B. DEVELOPER has agreed to construct and install certain Public Improvements as
shown within Exhibit "A" and described within Exhibit "B," attached hereto and made part of
this agreement ("Public Improvements").

C. DEVELOPER and CITY will substantially benefit from the construction and
installation of the Public Improvements as described in paragraph B above.

D. The total cost of constructing the Public Improvements as estimated using current
prevailing wages and in accordance with the Improvement Plans is estimated as approximately
Six hundred sixty-seven thousand one hundred sixty-nine and 42/100 (\$ 667,169⁴²/₁₀₀)

("Improvement Costs"), as more particularly set out in the breakdown of costs ("Breakdown of Costs"), Exhibit "C," attached and incorporated by this reference.

E. Pursuant to the Breakdown of Costs, the parties have determined that the obligation of Improvement Costs will be allocated between CITY, and DEVELOPER as follows:

DEVELOPER	\$ <u>0</u>
CITY	\$ <u>667,169.42</u>
TOTAL	\$ <u>667,169.42</u>

F. DEVELOPER and CITY desire to enter into this Agreement providing for the direct installation by DEVELOPER of the Public Improvements in accordance with the approved Improvement Plans, for subsequent reimbursement of the total Improvement Costs by CITY directly to DEVELOPER.

NOW, THEREFORE, in consideration of the covenants set forth herein, CITY and DEVELOPER hereby agree as follows:

1. Construction of the Public Improvements. DEVELOPER shall cause the Public Improvements to be constructed and installed in accordance with the approved Improvement Plans. DEVELOPER is also required, and the specifications and bid and contract documents shall require all contractors and subcontractors, to pay prevailing wages and to otherwise comply with applicable provisions of the California Labor Code, Government Code, and Public Contracts Code relating to public works projects of cities and/or as may be required by CITY standards and procedures.

2. Contractor Registration. No contractor or subcontractor may be listed on a bid proposal for the Public Improvements or work on the Public Improvements unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

DEVELOPER shall be responsible for ensuring that these contractor registration requirements are adhered to since this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

3. Reimbursement of the Costs of the Public Improvements. In consideration of the satisfactory completion of the Public Improvements, CITY shall reimburse DEVELOPER for those portions of the Improvement Costs attributable to CITY as set forth in Recital E, hereof (the "Reimbursable Costs"). CITY and DEVELOPER acknowledge that the actual Reimbursable Costs may vary from the estimated costs, depending upon the actual costs of constructing and installing the Public Improvements. Any variation in costs shall be agreed to by the parties.

The Reimbursable Costs shall include the contract bid amount for the Public Improvements as reflected on the Breakdown of Costs and reasonable change orders, as approved by CITY.

4. Timing of Reimbursements. CITY shall reimburse DEVELOPER for the total Reimbursable Costs following acceptance by CITY of the Public Improvements and within thirty (30) days after submission by DEVELOPER and approval by CITY of itemized invoices evidencing the costs for which reimbursement is to be provided in accordance with this Agreement.

5. Permits. DEVELOPER shall be responsible for obtaining all necessary permits. CITY shall approve all plans prior to issuing any permit.

6. Changes in the Scope of Work. If during the course of construction field conditions require a change of scope different then contemplated in either Exhibit "A," "B" or "C" as referenced above, and prior to making any changes that will effect the scope of this Agreement, the DEVELOPER shall contact CITY and get approval by CITY for those changes.

7. Prior To Commencement of Work. Prior to commencement of Work, DEVELOPER shall comply with the following: (1) obtain pre-approval from CITY of DEVELOPER's construction documents; (2) cause its contractor to obtain an encroachment permit from City prior to commencement of construction activities in CITY's right of way (and adjacent thereto); and, (3) cause its contractor to provide insurance and related documentation to CITY in accordance with Paragraph 9 of this Agreement. In addition, as required by California Labor Code Section 1773.3, DEVELOPER shall notify the Department of Industrial Relations of the project within five (5) days of the award of a contract to a contractor for the Public Improvements.

8. Indemnification. To the fullest extent allowed by law, DEVELOPER 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 DEVELOPER'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.

DEVELOPER'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.

9. Insurance. Prior to the issuance of an encroachment permit and commencement of any field construction for those certain improvements as shown on Exhibit "A," the DEVELOPER shall, or shall cause its contractor to, have on file with CITY throughout the duration of construction and maintain in full force the following policies of insurance:

<u>POLICY</u>	<u>LIMITS OF LIABILITY</u>
Commercial General Liability, Including endorsements for comprehensive form, premises operations, products/completed operations, broad form property damage, independent contractors, contractual, personal injury, explosion/collapse and underground hazard	Bodily Injury: \$2,000,000 each occurrence \$4,000,000 aggregate Property Damage: \$2,000,000 each occurrence Personal Injury: \$2,000,000 each occurrence \$4,000,000 aggregate
Workers' Compensation	Statutory
Automobile Liability	\$1,000,000 combined single limit

a. Form. DEVELOPER 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. DEVELOPER 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, prior to undertaking any work

hereunder. Such insurance shall specifically cover the contractual liability of DEVELOPER.

The additional insured coverage under the DEVELOPER'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. DEVELOPER 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. Contractors. DEVELOPER agrees to include in its contracts with all contractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the contractor's work. Furthermore, DEVELOPER shall require its contractors to agree to be bound to DEVELOPER and CITY in the same manner and to the same extent as DEVELOPER is bound to CITY under

this Agreement. Additionally, DEVELOPER shall obligate its contractors to comply with these same provisions with respect to any subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the contractor or any 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. DEVELOPER hereby agrees to waive subrogation which any insurer of DEVELOPER may acquire from DEVELOPER 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 DEVELOPER, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve DEVELOPER 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.

10. Obligations Arising From Agreement. Neither the General Fund, nor any other fund or monies of CITY, except for Roseville Traffic Mitigation Fees or similar traffic

mitigation funds or accounts, shall be utilized for payment of any obligations arising from this Agreement. Neither the credit nor the taxing power of CITY is pledged for the payment of any obligations arising from this Agreement. CITY's obligations arising from this Agreement are not a debt of CITY, or a legal or equitable pledge, charge, lien or encumbrance upon any of its property, or upon any of its income, receipts or revenues.

11. Successors and Assigns. Each and every provision of this Agreement shall be binding and inure to the benefit of the successors and assigns of the parties hereto.

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

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

14. 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.

15. 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 DEVELOPER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

JOHN L. SULLIVAN Family Limited Partnership
a California Limited Partnership

BY: _____
ROB JENSEN
City Manager

BY: _____
its: Cfo

and

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

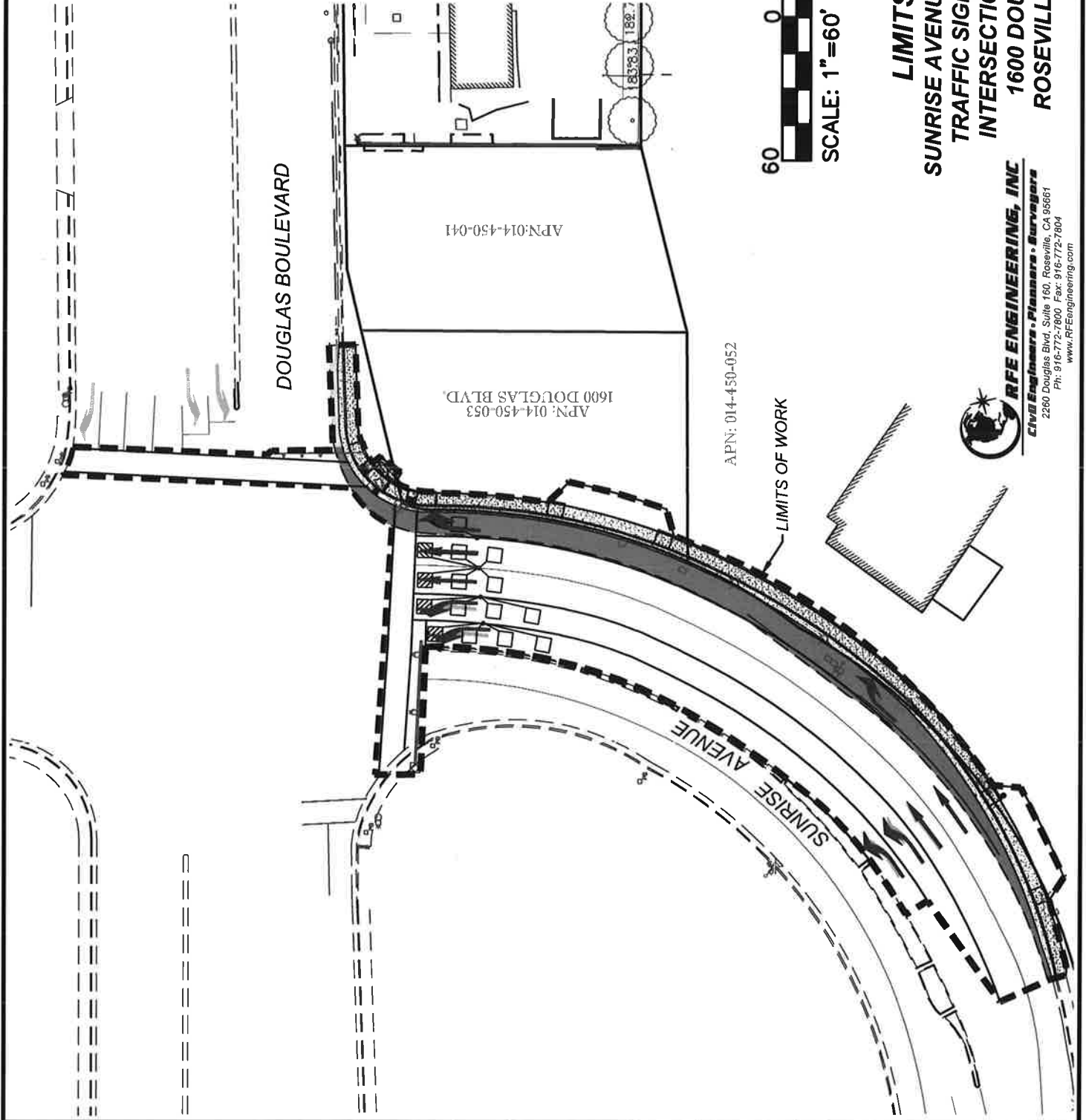
BY: _____
its: _____

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
MARC STOUT
City Engineer



**LIMITS OF WORK FOR
SUNRISE AVENUE / DOUGLAS BOULEVARD
TRAFFIC SIGNAL MODIFICATION AND
INTERSECTION WIDENING PROJECT
1600 DOUGLAS BOULEVARD
ROSEVILLE, CALIFORNIA 95661**



RFE ENGINEERING, INC.
Civil Engineers • Planners • Surveyors
2260 Douglas Blvd, Suite 100, Roseville, CA 95661
Ph: 916-772-7800 Fax: 916-772-7804
www.RFEEngineering.com



RFE ENGINEERING, INC

Civil Engineers • Planners • Surveyors

2260 Douglas Blvd., Suite 160

Roseville, CA 95661

P 916-772-7800 F 916-772-7804

www.RFEengineering.com

Exhibit "B" EN-16-0117
Description of Proposed Construction
October 13, 2016

Northbound Sunrise Boulevard, just south of Douglas Boulevard will be widened to accommodate a 10 foot wide right turn lane.

The work includes sawcutting, removal and disposal of approximately 400 lineal feet of existing curb, gutter and sidewalk. The work also includes the relocation of utilities to accommodate the widening including and the construction of new curb, gutter and sidewalk.

The work will also include the modification of the existing traffic signal poles, traffic signal utility boxes, detector loops and new signing and striping.

See Exhibit "A" for Visual Overview of Proposal.

**Costs of Project
Right Turn Lane at
Sunrise and Douglas**

	<u>Total</u>	<u>Architect/ Engineers</u>	<u>Fees & Permits</u>	<u>Traffic Engineers</u>	<u>Other</u>
12/31/2015 Borges Architectural Group	4,181.16	4,181.16			
3/2/2016 City of Roseville	5,467.73		5,467.73		
3/22/2016 Fehr & Peers	7,618.00			7,618.00	
4/7/2016 Borges Architectural Group	2,541.91	2,541.91			
4/22/2016 Fehr & Peers	665.60			665.60	
6/10/2016 Fehr & Peers	6,105.00			6,105.00	
6/10/2016 Borges Architectural Group	6,085.01	6,085.01			
6/21/2016 Fehr & Peers	738.40			738.40	
7/20/2016 Sullivan Curtis Monroe (Bond)	5,725.00				5,725.00
7/20/2016 Fehr & Peers	795.60			795.60	
7/20/2016 Borges Architectural Group	1,761.03	1,761.03			
7/27/2016 City of Roseville	1,966.88		1,966.88		
8/4/2016 City of Roseville	7,986.63		7,986.63		
8/24/2016 City of Roseville	701.72		701.72		
8/24/2016 Fehr & Peers	2,671.00			2,671.00	
9/26/2016 City of Roseville	1,121.82		1,121.82		
9/26/2016 Fehr & Peers	340.00			340.00	
9/26/2016 Borges Architectural Group	319.93	319.93			
11/30/2016 Borges Architectural Group	322.00	322.00			
11/30/2016 Fehr & Peers	546.00	546.00			
12/23/2016 Borges Architectural Group	161.00	161.00			
2/24/2017 Borges Architectural Group	161.00	161.00			
4/24/2017 Fehr & Peers	2,033.00			2,033.00	
	<u>60,015.42</u>	<u>16,079.04</u>	<u>17,244.78</u>	<u>20,966.60</u>	<u>5,725.00</u>
JD Pasquetti Bid	537,810.00				537,810.00
Land - 2,167 sq. ft. @ \$32/ft.	69,344.00				69,344.00
	<u><u>667,169.42</u></u>	<u><u>16,079.04</u></u>	<u><u>17,244.78</u></u>	<u><u>20,966.60</u></u>	<u><u>612,879.00</u></u>

**JD Pasquetti Engineering, Inc.**

3032 Thunder Valley Court
 Lincoln, Ca. 95648
 Phone 916-543-9401.....Fax 916-543-9426

Bid Item Breakdown

To **The Sullivan Automotive Group**
 350 Automall Dr
 Roseville, CA 95661

REVISED

April 21, 2017

Bid #17-001R2

Prevailing Wages Included

Attn: **Steven A. Ruckels**
 Phone (916) 788-8703

Job **Intersection Widening Project 1600 Douglas Boulevard**
 Eng. RFE Engineering, INC Plan sheets C1-C6 Dated 08/01/2016
 Eng. FEHR PEERS Plan sheets 7-11 Dated 06/10/2016
 Soils. None at bid time

Item	Description	Quantity	Unit	Unit Price	Total
A	Site Preparation and Paving				
1	Install straw wattle and DI protection (excludes SWPPP's monitoring)	1	ls	2,200.00	2,200.00
2	Traffic control for paving work	1	ls	8,400.00	8,400.00
3	Install temporary construction entrance	1	ea	2,600.00	2,600.00
4	Saw cut for the proposed improvements <i>NIGHT WORK</i>	1	lf	3,500.00	3,500.00
5	Remove and haul off existing asphalt per plan <i>NIGHT WORK</i>	4,450	sf	0.76	3,400.00
6	Remove existing fence	170	ls	11.18	1,900.00
7	Reinstall pipe fence behind back of sidewalk	170	ls	57.35	9,750.00
8	Remove and haul off existing concrete sidewalks and C&G	3,700	sf	15.00	7,000.00
9	Remove and haul off existing concrete pole basis	5	ea	1,200.00	6,000.00
10	Finish grade and AB for the proposed C, G & sidewalks	3,265	sf	3.19	10,400.00
11	Finish grade and AB for the proposed driveway	2	ea	1,800.00	3,600.00
12	Excavate, offhaul excess dirt, finish grade and pave 3" AC on 9" AB	1,500	sf	17.80	26,700.00
13	Excavate, offhaul excess dirt, finish grade and pave 6" AC on 12" AB <i>NIGHT WORK</i>	4,200	sf	16.02	67,300.00
14	Asphalt patch back water trench for FH relocation <i>NIGHT WORK</i>	200	sf	15.00	3,000.00
15	Striping and signage per plan <i>NIGHT WORK</i>	1	ls	5,750.00	5,750.00
15-2	Remove and replace damaged detail 10 striping	100	lf	550.00	550.00
15-3	Remove and replace BIKE LANE and arrow (Douglas)	1	ea	550.00	460.00
15-4	Remove and replace detail 40 intersection striping	122	lf	550.00	1,400.00
16	Form and pour Type I Curb	1,500	sf	7.20	10,800.00
17	Form and pour Type II Curb	4,200	sf	4.38	18,400.00
18	Form and pour City Sidewalks	1,875	sf	10.67	20,000.00
19	Form and pour Type S Driveways	2	ea	11,200.00	22,400.00
Site Preparation and Paving					\$ 235,510.00

B Underground

1	Demo the existing drain inlet and install a City of Roseville Type "C" drain inlet per detail DR-1 (<i>Day time work</i>)	1	ea	10,950.00	\$	10,950.00
2	Remove the existing fire hydrants and lateral pipe to the city main. Remove the existing gate valve and install a blind flange. <i>NIGHT WORK</i>	2	ea	12,275.00	\$	24,550.00
3	Relocate the existing water meter and backflow (Day time work)	1	ea	4,900.00	\$	4,900.00
4	Adjust the existing telephone manhole to grade (Day time work)	1	ea	2,800.00	\$	2,800.00
5	Relocate the existing bollard behind sidewalk (Day time work)	1	ea	1,000.00	\$	1,000.00

Sewer Total \$ 44,200.00

D Traffic Signal Modifications

1	Traffic signal relocation and light relocation					151,900.00
1-2	1 Additional light relocation not shown on plans	1	ea	1,750.00		1,750.00
2	Temporary Traffic signal					84,350.00
3	Traffic control for lighting work					6,700.00

Traffic Signal Modifications \$ 244,700.00

D Testing

- 1 Compaction testing
- 2 Surveying

Testing \$ 13,400.00

Project Summary

Site Preparation and Paving	235,510.00
Underground	44,200.00
Traffic Signal Modifications	244,700.00
Testing	13,400.00

Intersection Widening Project 1600 Douglas Boulevard \$ 537,810.00

Conditions and / or Exclusions

- 1 All work above bid with prevailing wage rates
- 2 30' working area in front of entire existing dealership store front is required for our work zone.
- 3 N/W Corner lot is needed for our lay down yard and replacement of any kind is excluded for existing conditions
- 4 Site access available at all times, with one anticipated mobilization.
- 5 No erosion control SWPPP program, reports or monitoring other than the items listed above.
- 6 Bid includes temporary restroom facilities
- 7 Dust Control & Street Sweeping for our work only.
- 8 Topsoil placement or import is not included.
- 9 All site grading +/- 1/10'
- 10 Material which cannot be ripped with a Cat D6 dozer/320 excavator, or other methods appropriate under the circumstances and to be determined by JDP, will require blasting or hammering. Blasting, hammering and handling of rock refusal material will be performed on a Time and Material basis.
- 11 Over optimum, saturated or otherwise unsuitable soils which cannot be placed as an engineered fill shall be billed on a Time and Material basis.
- 12 Construction water is included in our proposal
- 13 Slurry seals and stamped asphalt are not included.
- 14 All concrete to be placed with a broom finish / standard gray cement unless otherwise noted.
- 15 Drainage on asphalt with less than 1.5% slope is excluded.
- 16 Paving in areas requiring ADA compliance before installation of concrete cannot be guaranteed for compliance.
- 17 Asphalt paving and aggregate products are quoted at the current market value. Any variation in asphalt paving and aggregate products shall be revised at the current market value at the time materials are installed.
- 18 Any fuel sur-charges incurred shall be passed on to owner. This bid is currently using \$375.00 per ton for oil used with asphalt and for every \$10.00 per ton increase in oil cost will incur a \$.60 per ton increase in asphalt paving.
- 19 Pot holing for our work only.
- 20 Relocation or abandonment of existing utilities or wells is not included.
- 21 No cleaning or TV inspection of existing sewer or storm drain systems.
- 22 Sewer is excluded
- 23 Irrigation & landscape repair is excluded
- 24 Retaining wall drain or connection is excluded
- 25 Domestic water backflow enclosures, pipe bollards & meters are excluded.
- 26 Dewatering due to groundwater infiltration is not included. Filter fabric and crush rock to stabilize trench bottoms has not been included
- 27 All wet utility trenching is priced to open cut without the use of shoring except for those utilities that are depicted for installation in existing streets.
- 28 Engineering, as built, bonds, permits, dewatering plans are not included.
- 29 Right of Entry for adjacent properties to be provided by Owner.
- 30 JDP shall not be responsible for removal, cleanup, damage or loss due to hazardous materials.
- 31 No phasing of work. Work to be performed based upon a mutually agreeable schedule.
- 32 All unsuitable materials encountered while making subgrade or trenching shall be considered extra.
- 33 Unsuitable includes hazardous materials, saturated materials, rock materials
- 34 All de-watering for grading, trenching and backfill will be considered extra and billed on a Time & Material
- 35 Unless otherwise stated, this bid is based on regular hourly rates, no overtime.
- 36 OCIP reimbursements or credits are specifically excluded.
- 37 Retention withhold, if any, shall be due and payable within 30 days of acceptance by utility companies, county or city within.
- 38 This proposal is good for 60 days from the date referenced above.



COUNCIL COMMUNICATION

CC #: 8897

File #: 0704

Title: Waltrip Jr. Park - Park Development Agreement Amendment

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

Meeting Date: 12/6/2017

Item #: 7.17.

RECOMMENDATION TO COUNCIL

Approve the Second Amendment to Park Development Agreement between the City of Roseville and Elliott Homes, Inc. for the construction of the Waltrip Jr. Park (formerly SSP 56).

BACKGROUND

A First Amendment to Park Development Agreement was approved by the City Council in July 2016 for a total project cost of \$740,674.00. The Park Development Agreement identified a reimbursement amount of \$205,342.00, which was allocated from the Stoneridge Neighborhood Park Fund. Included in the approved reimbursement amount was \$75,805.00 (soft costs) for landscape architectural services. After thorough review of the August 2017 reimbursement request and documentation provided by Elliott Homes, the amount identified in the Park Development Agreement did not include permits, inspection, plan review or geotechnical services. These costs are typically included in other turn-key/capital costs. In order to compensate Elliott Homes, Inc., this request seeks approval to amend the Park Development Agreement to increase the reimbursement amount by \$102,808.00 for a total reimbursement amount of \$308,150.00. This amended reimbursement amount, combined with applied park development credits, will provide for the full project cost. The park has been completed and was dedicated on June 10, 2017.

FISCAL IMPACT

The current capital project account has sufficient funds allocated for the total reimbursement amount of \$308,150.00 from the Stoneridge Neighborhood Park Fund. No budget adjustment is required. Also, there is no General Fund impact with this request.

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 budget adjustment for this project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Tara L. Gee, Park Planning & Development Superintendent

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-484

Amendment to Park Dev Agreement

RESOLUTION NO. 17-484

APPROVING A SECOND AMENDMENT TO PARK DEVELOPMENT AGREEMENT
WALTRIP JR. (FORMERLY SSP-56) PARK SITE IMPROVEMENTS, BY AND BETWEEN
THE CITY OF ROSEVILLE AND ELLIOTT HOMES, INC., AND AUTHORIZING THE
CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a Second Amendment to Park Development Agreement for Waltrip Jr.
(formerly SSP-56) Park Site Improvements, by and between the City of Roseville and Elliott
Homes, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**SECOND AMENDMENT TO PARK DEVELOPMENT AGREEMENT FOR
SSP-56 PARK SITE IMPROVEMENTS**

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (“CITY”), and Elliott Homes, Inc., an Arizona corporation (“LANDOWNER”); and

W I T N E S S E T H:

WHEREAS, LANDOWNER is the owner and developer of subdivision known as Stoneridge Villages 11, 12, 13 (“Subdivision”) located in the Stoneridge East Specific Plan; and

WHEREAS, CITY and LANDOWNER previously entered into a Park Development Agreement dated February 18, 2015 and amended on July 20, 2016, (“Agreement”) regarding SSP-56 Park Site Improvements (“Project”); and

WHEREAS, CITY desires to amend the Agreement to revise the cost of Park Improvements to be reimbursed to LANDOWNER.

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 9 of the Agreement is amended to read as follows:

9. Cost of Park Improvements. The cost of constructing the Park Improvements in accordance with the Construction Document is estimated to be eight hundred forty-three thousand, four hundred eighty-two dollars (\$843,482.00). CITY and LANDOWNER acknowledge that the actual construction costs of the Park Improvements may vary from the estimated costs.

However, the parties will make every effort to enumerate the construction costs up front. The Park Improvement costs that will be subject to reimbursement in accordance with Section 11 below shall consist of the bid amounts as approved by CITY pursuant to Section 2 above and any change orders approved by CITY pursuant to Section 5 above. This project shall be constructed on a prevailing wage scale as required by the City of Roseville Park Construction Standards and state law.

1. Paragraph 11 of the Agreement is amended to read as follows:

11. Reimbursement for Park Improvements Costs that Exceed the Park Fee Credit. The cost of the Park Improvements identified in Section 9 that exceed the credit identified in Section 10 in the amount of three hundred eight thousand, one hundred fifty dollars (\$308,150.00) shall be reimbursed to LANDOWNER upon completion of the Park Improvements, provided that such expenditures have been submitted to CITY and approved by CITY in advance and the total amount of credits and reimbursement combined shall not exceed the amount stated in Section 9. Costs presented by LANDOWNER to CITY that are not pre-authorized or pre-approved by CITY shall be rejected and are not subject to reimbursement.

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 Second Amendment to Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____,

adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and
LANDOWNER has caused this Second Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
DION LOUTHAN
Director of Parks, Recreation & Libraries

ELLIOTT HOMES, INC., an Arizona
corporation

BY: _____
HARRY C. ELLIOTT, III
President 11/01/17

and

BY: _____
STEPHEN HEMINGTON
Vice President 11/01/17

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 Sacramento)

On November 2, 2017 before me, Susan R Stephens, Notary Public,

Date

Here Insert Name and Title of the Officer

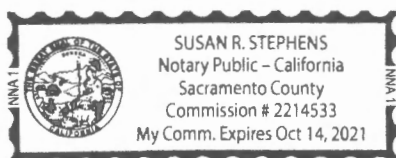
personally appeared Harry C Elliott III and Stephen Hemington

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 Susan R Stephens
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: Second Amendment to Park Development Agreement - SSP56 Park Site Document Date: November 1, 2017

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 or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

EXHIBIT “A”

Park Development Reimbursement Request Analysis & Evaluation

Project: SSP56 (Russ Waltrip Jr. Park)

Contract Terms*	Original	Actual
Approved PDAA Construction Cost	\$ 740,674	\$ 841,656
Total Fee Credit per PDAA	\$ 535,332	\$ 535,332
Reimbursement Amount	\$ 205,342	\$ 308,150
Additional reimbursement amount (permits, inspection, plan review:	\$	\$ 102,808

	Reimbursement Amt Requested	Actual Outlay Amt Verified	Amt Verified vs. Req Difference
Base Costs:			
Wood Rodgers / TOPO Mapping	9,925.00	9,925.00	0.00
The HLA Group / Design	73,525.24	73,525.24	0.00
Mid Pacific Engineering / Geotechnical	10,360.65	10,360.65	0.00
Youngdahl & Associates / Erosion Control	3,654.00	3,654.00	0.00
Hemington Landscape / Construction	664,868.88	664,868.88	0.00
City of Roseville / Plan Check, Inspection	46,211.38	46,211.38	0.00
Land & Habitat Restoration / Fencing	454.25	-	(454.25)
Base Costs Subtotal	808,999.40	808,545.15	(454.25)
Additional Work Costs:			
Hemington Landscape / Change Order	1,560.00	1,560.00	0.00
Hemington Landscape / Change Order	2,963.00	2,963.00	0.00
Hemington Landscape / Change Order	5,487.00	5,487.00	0.00
Hemington Landscape / Change Order	21,890.00	21,890.00	0.00
Hemington Landscape / Change Order	221.00	221.00	0.00
Hemington Landscape / Change Order	990.00	990.00	0.00
Express Sewer / Change Order	1,800.00	-	(1,800.00)
Additional Work Costs Subtotal	34,911.00	33,111.00	(1,800.00)
5% Change Order Allowance: \$37,034	-	-	-
Grand Total	843,910.40	841,656.15	(2,254.25)



COUNCIL COMMUNICATION

CC #: 8886
File #: 0109-02

Title: Street Closure Request - Commitment Day Fun Run - January 1, 2018
Contact: Jamie Hazen 916-774-5978 jhazen@roseville.ca.us

Meeting Date: 12/6/2017
Item #: 7.18.

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 closures on Monday, January 1, 2018 from 8:30 – 11:00 a.m. for the third annual Commitment Day Fun Run:

- Stone Canyon Drive between the residential gate of the Stoneridge subdivision and East Roseville Parkway; and
- 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 third annual Commitment Day 5k Fun Run event on Monday, January 1, 2018. 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 members and the general public.

Although staff is requesting lane and street closures until 11:30 a.m., Public Works staff will monitor the flow of the event and will open up streets and traffic lanes earlier, if possible. Additionally, the homeowners association (HOA) was notified and approved the gate closure associated with the event.

FISCAL IMPACT

There will be no fiscal impact to City budgets for this event. Lifetime Fitness will reimburse the City for staff time associated with street closure costs.

ECONOMIC DEVELOPMENT / JOBS CREATED

N/A

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,

Jamie Hazen, Community Relations Analyst

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-474

Street Closure Agreement_Commitment Day Fun Run

RESOLUTION NO. 17-474

APPROVING AN AGREEMENT BY AND 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 event, 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 ____ day of _____, 20__, 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 Monday, January 1, 2018; 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 11:00 a.m.
on Monday, January 1, 2018:
 - 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 Monday, January 1, 2018:

a. Westbound lanes two and three from Alexandra Drive to Lifetime Fitness business entrance on East Roseville Parkway from 8:30 a.m. to 11:00 a.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.

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.

CITY OF ROSEVILLE, a
municipal corporation

LIFETIME FITNESS, a
California corporation

BY: _____
ROB JENSEN
City Manager

BY: Lidony Arguison
its: Run Coordinator
and

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

BY: _____
its: General Manager

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
DION LOUTHAN
Parks, Recreation & Libraries Director



COUNCIL COMMUNICATION

CC #: 8895
File #: 0800-03

Title: Retail Electric Energy Services Agreements with Local School Districts
Contact: Bill Chaplin 916-774-5605 wchaplin@roseville.ca.us

Meeting Date: 12/6/2017
Item #: 7.19.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt four resolutions authorizing the City Manager to execute the attached Electric Services Agreements with the four local public school districts – Dry Creek Joint Elementary School District, Eureka Union School District, Roseville City School District, and Roseville Joint Union High School District. Funds for these services are included in the electric utility's operating budget and rate cases.

BACKGROUND

Since 2002, the City of Roseville has entered into energy services agreements with Roseville school districts, which provide load security and load planning and management assistance to the City and economic value to the school districts. The City Council's adoption of the attached resolution will allow these mutually beneficial partnerships to continue.

Each School District has already approved the energy services agreement extensions and all Districts' schools within the boundaries of the City of Roseville will participate. A separate service agreement will be processed for each School District, however all four agreements have the same duration of five years and the same terms. The key obligations of the Agreements include:

- * Districts to receive electricity only from the City;
- * Districts to provide annual load forecast to the City;
- * Districts to participate in energy efficiency and demand peak reduction programs with the City;
- * Districts to partner with the City to reduce peak electric loads during voluntary load shedding events;
- * City to provide rate discounts on the Districts' smaller meters equivalent to the standard industrial rate.

Each of the Districts' 62 current (and future) non-industrial sized electric meters shall receive an aggregation rate discount of 10% on metered energy charges, and be billed at the standard rate for all other electric rate components. The 10% discount lowers the energy rate for the school meters to approximately the industrial energy rate. The Districts' large campus meters already receive the industrial energy rate.

In the past five years, energy efficiency projects coordinated under the expiring agreement have saved the School Districts over 237,000 kilowatt hours of energy. These savings help the City meet its state-mandated energy efficiency requirements. A renewal of these agreements will continue energy and peak demand savings opportunities for both the Districts and the City.

FISCAL IMPACT

Approval of the four energy services agreements will provide an combined estimated electric discount of \$150,000.00 for the local school districts in each of the five years of the agreement. Funds for these services are included in the electric utility's operating budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities what will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15060(c)(2)). The Retail Energy Services Agreements with Local School Districts does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Bill Chaplin, Energy Services Account Representative

Michelle Bertolino, Electric Utility Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-479

SA RJUHD

Resolution No. 17-480

SA DCJESC

Resolution No. 17-481

SA EUSD

Resolution No. 17-482

SA RCSD

RESOLUTION NO. 17-479

APPROVING A RETAIL ELECTRIC ENERGY SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a retail electric energy services agreement, by and between the City of Roseville and Roseville Joint Union High School District, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said 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

RETAIL ELECTRIC ENERGY SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2017, by and between the City of Roseville, a municipal corporation, ("City") and Roseville Joint Union High School District, a California public high school district ("District"); and

W I T N E S S E T H:

WHEREAS, City is a municipally owned electric utility engaged in the activity of supplying and distributing Electric Energy; and

WHEREAS, City endeavors to offer competitive rates and provide District tailored contract rates which are intended to meet specific District needs; and

WHEREAS, City provides energy education, efficiency and conservation programs as key components to providing sustainable reliable energy and low rates to the community; and

WHEREAS, City is committed to supporting K-12 public education through energy contracts which provide major financial benefits to the K through 12 public education community without creating a subsidization on other customers within the rate classes; and

WHEREAS, the Parties now desire to enter into a Retail Electric Energy Services Agreement on the terms and conditions as specified below.

NOW, THEREFORE, the Parties agree as follows:

1. Definitions.

“City Service Area” shall mean that area served by City’s electric distribution system.

“Electric Energy” shall mean the commodity electricity.

“Full Electric Energy Requirements” shall mean all of the District’s electric load requirements occurring within City Service Area during the Term of this Agreement, except:

A. As specified in Attachment A, any pre-existing (in operation prior to execution of this Agreement) non-emergency electric self-generation operating in parallel or independent of the City’s distribution grid.

B. As specified in Attachment A, any self-generation made operational during the term of this Agreement, PROVIDED that, District has entered into an Interconnection Agreement with City specifying interconnect requirements and the costs/rates associated with the provision of stand-by or default Electric Energy service by City.

C. Uninterruptible power sources and other emergency-only backup electric generation.

“Party” shall mean City or District and “Parties” shall mean both City and District.

“Scope of Services” shall mean those supplemental conditions, as specified in Attachment A, relating to the provision of Electric Energy under this Agreement.

2. Agreement Documents. This Agreement shall consist of this document and Attachment A, attached hereto and incorporated herein by this reference, and any

amendments or supplements hereto that may be made from time to time. Attachment A shall specify the supplemental terms and conditions relating to, among others; District's address for purposes of notice and billing, District's locations to be served under this Agreement, Scope of Services, Self-Generation, and the pricing/rate formula. Except as to matters addressed in this Agreement, electric services provided to District shall be subject to all of City's Ordinances, Resolutions, and Rules and Regulations as promulgated by the City Council, City Manager, or Electric Utility Director, as amended from time to time. This Agreement may be amended, modified, extended or terminated only upon mutual written consent of the Parties.

3. Term; Renewal. This Agreement shall become effective upon approval or ratification of the governing bodies of each Party and execution by the Parties. The Term of this Agreement shall be five (5) years ("Term"). There shall be no automatic renewal or extension of this Agreement due to the conduct or performance of either or both Parties occurring beyond Term of this Agreement.

4. Exclusive Electric Energy Supply. During the Term of this Agreement, City shall have the exclusive right to supply District's Full Electric Energy Requirements and District shall have the obligation to receive and purchase its Full Electrical Energy Requirements exclusively from City in accordance with this Agreement. City will deliver Electric Energy pursuant to this Agreement to District sites/locations within the City Service Area. District installed self-generating electrical equipment must be coordinated with the City prior to installation of such equipment. All Electric Energy purchased by District shall be for the use of District with no sale or sub-metering to third parties.

5. Rate Paid by DISTRICT for Electric Energy. In exchange for District's commitments under this Agreement, City and District agree that commencing on the next working day after City Council approval, the District shall pay at such rates and volumes as specified in Attachment A. The rate shall be subject to all supplemental conditions, if any, as outlined in Attachment A. Additionally, District shall pay all charges associated with the purchase of Electric Energy, as required by the Roseville Municipal Code, as amended from time to time, applicable to the service rate classes, including other applicable charges and fees. Furthermore, District shall pay any and all applicable in-lieu fees, federal, state and local taxes. Upon expiration of the Term of this Agreement the District shall be fully subject to the applicable tariff rate imposed by the Roseville Municipal Code, as amended from time to time.

6. Joint Load Planning. District will, in good faith, attempt to notify City prior to implementation of any and all operational changes (e.g., including but not limited to, installation of infrastructure, commencing year-round schooling) that may result in a change of service, demand and/or consumption which may result in an increase or decrease of ten percent (10%) of District's regular Electric Energy use. District shall make a good faith effort to provide City with anticipated load growth projections on an annual basis. The Parties may annually discuss, plan and project District's Electric Energy requirements, and review District's forecasted load projections and supply needs. The annual meetings may occur on or about the anniversary date of this Agreement. Depending on the circumstances, the Parties may agree to hold joint-planning meetings more frequently. A breach or violation of this Article 6 by either Party shall not result in a breach or violation of this Agreement.

7. Right to Receive Request for Proposal. If the California Energy Market is deregulated prior to the expiration of the term of this agreement, and if the City participates in such deregulation, the City shall be included on any list of potential bidders for a Request for Proposal (RFP), if any, issued by the District relating to the purchase of Electric Energy by District for use within the City Service Area for energy services after the expiration of this contract. City shall have the right to respond to the RFP and have an equal amount of time to respond to any RFP as any other entity responding to the RFP.

8. Exceptions to City's Obligation to Serve. City shall be temporarily excused for a reasonable time from the obligations under this Agreement under any of the following conditions:

A. The occurrence of a Force Majeure causing City to be unable to perform under this Agreement. "Force Majeure" shall mean any cause beyond the reasonable control of the City, including but not limited to, unusually severe weather, flood, drought, earthquake, storm, fire, lightning, epidemic, war or act of public enemy, riot, civil disturbance or disobedience, labor dispute, strike, labor or material shortage, sabotage, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes, which by the exercise of due diligence and foresight City could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to overcome.

B. The failure of a Transmission Provider to provide sufficient, as scheduled, Transmission Service to City. "Transmission Provider" shall mean any person or entity, which controls or schedules transmission services or capabilities.

C. The failure of an electrical energy supplier to supply sufficient, as scheduled, Electric Energy to City.

D. Except as provided in Article 12, the failure of District to perform a material obligation of this Agreement.

E. Notwithstanding any of the above, as specified in Roseville Municipal Code section 14.24.180, as amended from time to time.

9. Responsibility for System Upgrades and/or Special Metering Requirements. District shall be financially obligated for the cost of any City distribution system upgrades resulting from City's need to service District's specific electric requirements as outlined in Roseville Electric's Specifications for Commercial Construction ("Specifications"). City shall provide District with a copy of the Specifications within reasonable time following a request by District. Additionally, District shall be responsible for any service modifications, extra meter requirements and/or additional meter requirements directly attributable to District's service requirements.

10. Responsibility for Facilities. The District will expend reasonable efforts to construct, maintain, service and repair its facilities that facilitate the provision of electrical energy by City under this Agreement. The District will use its best efforts to assess energy efficiency opportunities and to participate in efficiency and peak load

reduction programs offered by the City. The interconnection of the distribution system shall be effected by the mutual cooperation of the Parties.

11. District's Response to Peak Load and Electric Grid Emergencies. District recognizes the important role that all users of Electric Energy may have in the conservation of electricity during summer peak times and on high electric load days. District agrees to work with the City in identifying non-critical electric load suitable for energy reductions during California State Stage Alert and other regional alert days. District agrees that, when called and if operationally feasible, District will implement agreed upon load reduction measures which may include responding to critical energy day pricing signals and initiating end use load control programs. City agrees that in return for energy reductions to non-critical load on days where called for by City, City will, as much as is reasonably possible, actively promote the District's participation in such a program to local news media and thereby to the citizens of the City of Roseville. City will also recognize such participants with official letters of recognition. Other levels of load reduction program participation providing potential enhanced reliability benefits through additional contracts may exist and should be discussed with City.

12. Breach by District. Upon any breach of this Agreement by District, City shall provide written notice of such breach to District, after which, District shall have sixty (60) days in which to cure such breach ("Cure Period"). Following such Cure Period, City may pursue its remedies at law or equity if such breach has not been cured during such period. City may place District on the appropriate non-contractual status tariff rate in the event District breaches its obligation to pay for Electric Energy services, if failure to pay is not cured within the cure period. During any Cure Period of alleged

breach by District, City shall continue to provide electric energy to District on the terms and conditions set forth in this Agreement.

13. Breach by City. Upon the breach of this Agreement by City, District shall provide written notice of such breach to City, after which, City shall have sixty (60) days in which to cure such breach ("Cure Period"). Following such Cure Period, District's remedy is to default to applicable non-contractual status tariff rate in accordance with City's rules and regulations.

14. Billing. District shall be billed and obligated to pay in accordance with the normal rules and procedures of the City's Finance, Electric and other applicable departments. As the City's billing system capabilities are enhanced, the Roseville Electric Account Representative shall inform the District of such enhancement(s). The Parties will attempt, in good faith, to meet and confer to discuss such enhancements as they become operational and meet and confer annually to discuss District's billing needs.

15. Assignment. Neither Party to this Agreement shall assign any of its rights or obligations under this Agreement, except with the prior written consent of the other Party, which consent shall not be unreasonably withheld. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee and the assignor shall be relieved of its rights and obligations. Any assignment in violation of this paragraph shall, at the option of the non-assigning Party, be deemed void.

16. Attorney's Fees; Venue; Governing Law. In any action brought by either Party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and fees, discovery costs and costs of expert witnesses. Any action arising out of this Agreement shall be brought in Placer County, regardless of where else it might otherwise be venued. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. Integrated Agreement; Severability. This Agreement constitutes the entire understanding between the Parties concerning the subject matter herein contained. If any term, provision or condition contained herein shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to Parties or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. Notices. Any notice, demand, or request required by this Agreement must be in writing and shall be considered properly given when delivered in person, sent by overnight delivery or facsimile, sent by registered or certified mail, or mailed, U.S. First Class, postage prepaid, addressed as follows:

CITY:
Electric Utility Director
2090 Hilltop Circle
Roseville, CA 95747
Fax: (916)774-5583

DISTRICT:
As stated in Attachment A.

Copy to:
City Manager
311 Vernon Street
Roseville, Ca 95678
Fax: (916) 774-5485

The above address and facsimile number may be changed by Notice to the other Party.

19. Limitation on Liability and Damages. Except as set forth herein, there is no warranty of merchantability or fitness for a particular purpose, and any and all express or implied warranties are disclaimed. Notwithstanding any other provision of this Agreement, City shall not be liable to District for any direct, consequential, indirect, liquidated, incidental or special damages, lost revenue or lost profits to District or any other person or entity arising out of the performance or non-performance of this Agreement, even if District or any such other person or entity has been informed or aware of the possibility of such damages. The Party's sole and exclusive remedies are as specified in Articles 12 and 13 of this Agreement.

20. Waiver. No exercise or waiver, in whole or in part, of any right or remedy provided for in this Agreement shall operate as a waiver of any other right or remedy. No delay on the part of any party in the exercise of any right or remedy shall operate as a waiver thereof.

21. Public Records. Each Party acknowledges that the other Party is a public entity subject to the requirements of the California Public Records Act and related case law.

22. Representations and Warranties. Each Party to this Agreement represents and warrants that it has lawful power and authority to enter this Agreement and perform its obligations hereunder.

23. Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2017, and District has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation:

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

ROSEVILLE JOINT UNION HIGH
SCHOOL DISTRICT, a California
public high school district:

BY: 
Title: JOE LANDON
Asst. Supt., Business Svcs.

BOARD Approved: 9/26/17

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE

 BY:  _____
MICHELLE BERTOLINO
Electric Utility Director

ATTACHMENT A

DISTRICT INFORMATION AND SUPPLEMENTAL CONDITIONS

District:

Name:	Roseville Joint Union High School District
Roseville Address:	1750 Cirby Way; Roseville, CA 95661
Contact Name:	Joe Landon
Telephone Number:	916-782-6565 ext. 1021
Fax Number:	916-786-2681

Location(s) Served (list address(s) and account number(s)):

1. Within City Service Area: All sites operated by Customer located within City Service Area that qualify for General Service rates. The list of such sites may be modified from time to time. The District will be responsible for contacting the Roseville Electric Utility Energy Services Account Representative and the City's Finance Department to request such changes to this list.
2. Outside City Service Area: NONE

Scope of Services:

City will provide electric service as provided in this Agreement.

Self-Generation by District:

City will provide "full Electricity Energy Requirements" as defined in Article 1(B) and "Exclusive Electric Energy Supply" as defined in Article 4 with self-generation exceptions as defined therein.

Period of Electric Energy Usage by District under this Agreement (Period of Usage):

Start Date:	In accordance with Articles three (3) and five (5) of this Agreement.
End Date:	Upon expiration of the Term of this Agreement.

Pricing Formula:

The District shall pay the applicable charges for each connected GS class service as provided in Roseville Municipal Code Chapter 14.24.

The District shall receive an aggregation rate discount of 10% per each metered energy and energy-related charge item on each GS1 and GS2 class service. All standard rate components are subject to change and may be revised per commercial class rate adjustments as made from time to time by the City Council during the term of this Agreement. The District's aggregated rate discount shall be automatically increased or decreased proportionally to the rate change of each service's corresponding GS class service. Thus, while the District's aggregation discount percent will remain stable during the term of this agreement, the value of the discount will change in conjunction with changes to the energy and energy-related charges of the GS1 and GS2 class services. The aggregation rate discount shall not apply to Demand, Power Factor, Stand By, Flat, or other miscellaneous electric service-related charges, nor city, state or federal pass-through charges for which Roseville Electric Utility may be required to collect.

With regard to the GS-3 and other industrial class services, District shall pay all rates/charges/costs as specified in the Roseville Municipal Code Chapter 14.24, as amended from time to time by the Roseville City Council. One exception is if the District's GS3 and larger services qualify for the multi-customer aggregation discount, that discount may apply in addition to Chapter 14.24 contents.

This Attachment A will be automatically and unilaterally updated by City throughout the term of this agreement with each rate adjustment to reflect the District's aggregated rate discount. The District shall be subject to all other applicable charges and fees.

RESOLUTION NO. 17-480

APPROVING A RETAIL ELECTRIC ENERGY SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND DRY CREEK JOINT ELEMENTARY SCHOOL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a retail electric energy services agreement, by and between the City of Roseville and Dry Creek Joint Elementary School District, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said 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

RETAIL ELECTRIC ENERGY SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2017, by and between the City of Roseville, a municipal corporation, ("City") and Dry Creek Joint Elementary School District, a California public school district ("District"); and

W I T N E S S E T H:

WHEREAS, City is a municipally owned electric utility engaged in the activity of supplying and distributing Electric Energy; and

WHEREAS, City endeavors to offer competitive rates and provide District tailored contract rates which are intended to meet specific District needs; and

WHEREAS, City provides energy education, efficiency and conservation programs as key components to providing sustainable reliable energy and low rates to the community; and

WHEREAS, City is committed to supporting K-12 public education through energy contracts which provide major financial benefits to the K through 12 public education community without creating a subsidization on other customers within the rate classes; and

WHEREAS, the Parties now desire to enter into a Retail Electric Energy Services Agreement on the terms and conditions as specified below.

NOW, THEREFORE, the Parties agree as follows:

1. Definitions.

“City Service Area” shall mean that area served by City’s electric distribution system.

“Electric Energy” shall mean the commodity electricity.

“Full Electric Energy Requirements” shall mean all of the District’s electric load requirements occurring within City Service Area during the Term of this Agreement, except:

A. As specified in Attachment A, any pre-existing (in operation prior to execution of this Agreement) non-emergency electric self-generation operating in parallel or independent of the City’s distribution grid.

B. As specified in Attachment A, any self-generation made operational during the term of this Agreement, PROVIDED that, District has entered into an Interconnection Agreement with City specifying interconnect requirements and the costs/rates associated with the provision of stand-by or default Electric Energy service by City.

C. Uninterruptible power sources and other emergency-only backup electric generation.

“Party” shall mean City or District and “Parties” shall mean both City and District.

“Scope of Services” shall mean those supplemental conditions, as specified in Attachment A, relating to the provision of Electric Energy under this Agreement.

2. Agreement Documents. This Agreement shall consist of this document and Attachment A, attached hereto and incorporated herein by this reference, and any

amendments or supplements hereto that may be made from time to time. Attachment A shall specify the supplemental terms and conditions relating to, among others; District's address for purposes of notice and billing, District's locations to be served under this Agreement, Scope of Services, Self-Generation, and the pricing/rate formula. Except as to matters addressed in this Agreement, electric services provided to District shall be subject to all of City's Ordinances, Resolutions, and Rules and Regulations as promulgated by the City Council, City Manager, or Electric Utility Director, as amended from time to time. This Agreement may be amended, modified, extended or terminated only upon mutual written consent of the Parties.

3. Term; Renewal. This Agreement shall become effective upon approval or ratification of the governing bodies of each Party and execution by the Parties. The Term of this Agreement shall be five (5) years ("Term"). There shall be no automatic renewal or extension of this Agreement due to the conduct or performance of either or both Parties occurring beyond Term of this Agreement.

4. Exclusive Electric Energy Supply. During the Term of this Agreement, City shall have the exclusive right to supply District's Full Electric Energy Requirements and District shall have the obligation to receive and purchase its Full Electrical Energy Requirements exclusively from City in accordance with this Agreement. City will deliver Electric Energy pursuant to this Agreement to District sites/locations within the City Service Area. District installed self-generating electrical equipment must be coordinated with the City prior to installation of such equipment. All Electric Energy purchased by District shall be for the use of District with no sale or sub-metering to third parties.

5. Rate Paid by DISTRICT for Electric Energy. In exchange for District's commitments under this Agreement, City and District agree that commencing on the next working day after City Council approval, the District shall pay at such rates and volumes as specified in Attachment A. The rate shall be subject to all supplemental conditions, if any, as outlined in Attachment A. Additionally, District shall pay all charges associated with the purchase of Electric Energy, as required by the Roseville Municipal Code, as amended from time to time, applicable to the service rate classes, including other applicable charges and fees. Furthermore, District shall pay any and all applicable in-lieu fees, federal, state and local taxes. Upon expiration of the Term of this Agreement the District shall be fully subject to the applicable tariff rate imposed by the Roseville Municipal Code, as amended from time to time.

6. Joint Load Planning. District will, in good faith, attempt to notify City prior to implementation of any and all operational changes (e.g., including but not limited to, installation of infrastructure, commencing year-round schooling) that may result in a change of service, demand and/or consumption which may result in an increase or decrease of ten percent (10%) of District's regular Electric Energy use. District shall make a good faith effort to provide City with anticipated load growth projections on an annual basis. The Parties may annually discuss, plan and project District's Electric Energy requirements, and review District's forecasted load projections and supply needs. The annual meetings may occur on or about the anniversary date of this Agreement. Depending on the circumstances, the Parties may agree to hold joint-planning meetings more frequently. A breach or violation of this Article 6 by either Party shall not result in a breach or violation of this Agreement.

7. Right to Receive Request for Proposal. If the California Energy Market is deregulated prior to the expiration of the term of this agreement, and if the City participates in such deregulation, the City shall be included on any list of potential bidders for a Request for Proposal (RFP), if any, issued by the District relating to the purchase of Electric Energy by District for use within the City Service Area for energy services after the expiration of this contract. City shall have the right to respond to the RFP and have an equal amount of time to respond to any RFP as any other entity responding to the RFP.

8. Exceptions to City's Obligation to Serve. City shall be temporarily excused for a reasonable time from the obligations under this Agreement under any of the following conditions:

A. The occurrence of a Force Majeure causing City to be unable to perform under this Agreement. "Force Majeure" shall mean any cause beyond the reasonable control of the City, including but not limited to, unusually severe weather, flood, drought, earthquake, storm, fire, lightning, epidemic, war or act of public enemy, riot, civil disturbance or disobedience, labor dispute, strike, labor or material shortage, sabotage, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes, which by the exercise of due diligence and foresight City could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to overcome.

B. The failure of a Transmission Provider to provide sufficient, as scheduled, Transmission Service to City. "Transmission Provider" shall mean any person or entity, which controls or schedules transmission services or capabilities.

C. The failure of an electrical energy supplier to supply sufficient, as scheduled, Electric Energy to City.

D. Except as provided in Article 12, the failure of District to perform a material obligation of this Agreement.

E. Notwithstanding any of the above, as specified in Roseville Municipal Code section 14.24.180, as amended from time to time.

9. Responsibility for System Upgrades and/or Special Metering Requirements. District shall be financially obligated for the cost of any City distribution system upgrades resulting from City's need to service District's specific electric requirements as outlined in Roseville Electric's Specifications for Commercial Construction ("Specifications"). City shall provide District with a copy of the Specifications within reasonable time following a request by District. Additionally, District shall be responsible for any service modifications, extra meter requirements and/or additional meter requirements directly attributable to District's service requirements.

10. Responsibility for Facilities. The District will expend reasonable efforts to construct, maintain, service and repair its facilities that facilitate the provision of electrical energy by City under this Agreement. The District will use its best efforts to assess energy efficiency opportunities and to participate in efficiency and peak load

reduction programs offered by the City. The interconnection of the distribution system shall be effected by the mutual cooperation of the Parties.

11. District's Response to Peak Load and Electric Grid Emergencies. District recognizes the important role that all users of Electric Energy may have in the conservation of electricity during summer peak times and on high electric load days. District agrees to work with the City in identifying non-critical electric load suitable for energy reductions during California State Stage Alert and other regional alert days. District agrees that, when called and if operationally feasible, District will implement agreed upon load reduction measures which may include responding to critical energy day pricing signals and initiating end use load control programs. City agrees that in return for energy reductions to non-critical load on days where called for by City, City will, as much as is reasonably possible, actively promote the District's participation in such a program to local news media and thereby to the citizens of the City of Roseville. City will also recognize such participants with official letters of recognition. Other levels of load reduction program participation providing potential enhanced reliability benefits through additional contracts may exist and should be discussed with City.

12. Breach by District. Upon any breach of this Agreement by District, City shall provide written notice of such breach to District, after which, District shall have sixty (60) days in which to cure such breach ("Cure Period"). Following such Cure Period, City may pursue its remedies at law or equity if such breach has not been cured during such period. City may place District on the appropriate non-contractual status tariff rate in the event District breaches its obligation to pay for Electric Energy services, if failure to pay is not cured within the cure period. During any Cure Period of alleged

breach by District, City shall continue to provide electric energy to District on the terms and conditions set forth in this Agreement.

13. Breach by City. Upon the breach of this Agreement by City, District shall provide written notice of such breach to City, after which, City shall have sixty (60) days in which to cure such breach ("Cure Period"). Following such Cure Period, District's remedy is to default to applicable non-contractual status tariff rate in accordance with City's rules and regulations.

14. Billing. District shall be billed and obligated to pay in accordance with the normal rules and procedures of the City's Finance, Electric and other applicable departments. As the City's billing system capabilities are enhanced, the Roseville Electric Account Representative shall inform the District of such enhancement(s). The Parties will attempt, in good faith, to meet and confer to discuss such enhancements as they become operational and meet and confer annually to discuss District's billing needs.

15. Assignment. Neither Party to this Agreement shall assign any of its rights or obligations under this Agreement, except with the prior written consent of the other Party, which consent shall not be unreasonably withheld. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee and the assignor shall be relieved of its rights and obligations. Any assignment in violation of this paragraph shall, at the option of the non-assigning Party, be deemed void.

16. Attorney's Fees; Venue; Governing Law. In any action brought by either Party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and fees, discovery costs and costs of expert witnesses. Any action arising out of this Agreement shall be brought in Placer County, regardless of where else it might otherwise be venued. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. Integrated Agreement; Severability. This Agreement constitutes the entire understanding between the Parties concerning the subject matter herein contained. If any term, provision or condition contained herein shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to Parties or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. Notices. Any notice, demand, or request required by this Agreement must be in writing and shall be considered properly given when delivered in person, sent by overnight delivery or facsimile, sent by registered or certified mail, or mailed, U.S. First Class, postage prepaid, addressed as follows:

CITY:
Electric Utility Director
2090 Hilltop Circle
Roseville, CA 95747
Fax: (916)774-5583

DISTRICT:
As stated in Attachment A.

Copy to:
City Manager
311 Vernon Street
Roseville, Ca 95678
Fax: (916) 774-5485

The above address and facsimile number may be changed by Notice to the other Party.

19. Limitation on Liability and Damages. Except as set forth herein, there is no warranty of merchantability or fitness for a particular purpose, and any and all express or implied warranties are disclaimed. Notwithstanding any other provision of this Agreement, City shall not be liable to District for any direct, consequential, indirect, liquidated, incidental or special damages, lost revenue or lost profits to District or any other person or entity arising out of the performance or non-performance of this Agreement, even if District or any such other person or entity has been informed or aware of the possibility of such damages. The Party's sole and exclusive remedies are as specified in Articles 12 and 13 of this Agreement.

20. Waiver. No exercise or waiver, in whole or in part, of any right or remedy provided for in this Agreement shall operate as a waiver of any other right or remedy. No delay on the part of any party in the exercise of any right or remedy shall operate as a waiver thereof.

21. Public Records. Each Party acknowledges that the other Party is a public entity subject to the requirements of the California Public Records Act and related case law.

22. Representations and Warranties. Each Party to this Agreement represents and warrants that it has lawful power and authority to enter this Agreement and perform its obligations hereunder.

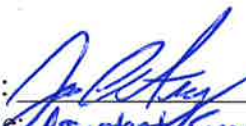
23. Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2017, and District has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation:

DRY CREEK JOINT
ELEMENTARY SCHOOL
DISTRICT, a California public
school district:

BY: _____
ROB JENSEN
City Manager

BY: 
Title: Assistant Superintendent,
Administrative Services

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE

 BY:  _____
MICHELLE BERTOLINO
Electric Utility Director

ATTACHMENT A

DISTRICT INFORMATION AND SUPPLEMENTAL CONDITIONS

District:

Name: Dry Creek Joint Elementary School District
Roseville Address: 9707 Cook Riolo Road; Roseville, CA 95747
Contact Name: Jim Ferguson / Shaun Schondelmayer
Telephone Number: 916-770-8875 / 916-770-8883

Location(s) Served (list address(s) and account number(s)):

1. Within City Service Area: All sites operated by Customer located within City Service Area that qualify for General Service rates. The list of such sites may be modified from time to time. The District will be responsible for contacting the Roseville Electric Utility Energy Services Account Representative and the City's Finance Department to request such changes to this list.
2. Outside City Service Area: NONE

Scope of Services:

City will provide electric service as provided in this Agreement.

Self-Generation by District:

City will provide "full Electricity Energy Requirements" as defined in Article 1(B) and "Exclusive Electric Energy Supply" as defined in Article 4 with self-generation exceptions as defined therein.

Period of Electric Energy Usage by District under this Agreement (Period of Usage):

Start Date: In accordance with Articles three (3) and five (5) of this Agreement.
End Date: Upon expiration of the Term of this Agreement.

Pricing Formula:

The District shall pay the applicable charges for each connected GS class service as provided in Roseville Municipal Code Chapter 14.24.

The District shall receive an aggregation rate discount of 10% per each metered energy and energy-related charge item on each GS1 and GS2 class service. All standard rate components are subject to change and may be revised per commercial class rate adjustments as made from time to time by the City Council during the term of this Agreement. The District's aggregated rate discount shall be automatically increased or decreased proportionally to the rate change of each service's corresponding GS class service. Thus, while the District's aggregation discount percent will remain stable during the term of this agreement, the value of the discount will change in conjunction with changes to the energy and energy-related charges of the GS1 and GS2 class services. The aggregation rate discount shall not apply to Demand, Power Factor, Stand By, Flat, or other miscellaneous electric service-related charges, nor city, state or federal pass-through charges for which Roseville Electric Utility may be required to collect.

With regard to the GS-3 and other industrial class services, District shall pay all rates/charges/costs as specified in the Roseville Municipal Code Chapter 14.24, as amended from time to time by the Roseville City Council. One exception is if the District's GS3 and larger services qualify for the multi-customer aggregation discount, that discount may apply in addition to Chapter 14.24 contents.

This Attachment A will be automatically and unilaterally updated by City throughout the term of this agreement with each rate adjustment to reflect the District's aggregated rate discount. The District shall be subject to all other applicable charges and fees.

RESOLUTION NO. 17-481

APPROVING A RETAIL ELECTRIC ENERGY SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND EUREKA UNION SCHOOL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a retail electric energy services agreement, by and between the City of Roseville and Eureka Union School District, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said 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

RETAIL ELECTRIC ENERGY SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2017, by and between the City of Roseville, a municipal corporation, ("City") and Eureka Union School District, a California public school district ("District"); and

W I T N E S S E T H:

WHEREAS, City is a municipally owned electric utility engaged in the activity of supplying and distributing Electric Energy; and

WHEREAS, City endeavors to offer competitive rates and provide District tailored contract rates which are intended to meet specific District needs; and

WHEREAS, City provides energy education, efficiency and conservation programs as key components to providing sustainable reliable energy and low rates to the community; and

WHEREAS, City is committed to supporting K-12 public education through energy contracts which provide major financial benefits to the K through 12 public education community without creating a subsidization on other customers within the rate classes; and

WHEREAS, the Parties now desire to enter into a Retail Electric Energy Services Agreement on the terms and conditions as specified below.

NOW, THEREFORE, the Parties agree as follows:

1. Definitions.

“City Service Area” shall mean that area served by City’s electric distribution system.

“Electric Energy” shall mean the commodity electricity.

“Full Electric Energy Requirements” shall mean all of the District’s electric load requirements occurring within City Service Area during the Term of this Agreement, except:

A. As specified in Attachment A, any pre-existing (in operation prior to execution of this Agreement) non-emergency electric self-generation operating in parallel or independent of the City’s distribution grid.

B. As specified in Attachment A, any self-generation made operational during the term of this Agreement, PROVIDED that, District has entered into an Interconnection Agreement with City specifying interconnect requirements and the costs/rates associated with the provision of stand-by or default Electric Energy service by City.

C. Uninterruptible power sources and other emergency-only backup electric generation.

“Party” shall mean City or District and “Parties” shall mean both City and District.

“Scope of Services” shall mean those supplemental conditions, as specified in Attachment A, relating to the provision of Electric Energy under this Agreement.

2. Agreement Documents. This Agreement shall consist of this document and Attachment A, attached hereto and incorporated herein by this reference, and any

amendments or supplements hereto that may be made from time to time. Attachment A shall specify the supplemental terms and conditions relating to, among others; District's address for purposes of notice and billing, District's locations to be served under this Agreement, Scope of Services, Self-Generation, and the pricing/rate formula. Except as to matters addressed in this Agreement, electric services provided to District shall be subject to all of City's Ordinances, Resolutions, and Rules and Regulations as promulgated by the City Council, City Manager, or Electric Utility Director, as amended from time to time. This Agreement may be amended, modified, extended or terminated only upon mutual written consent of the Parties.

3. Term; Renewal. This Agreement shall become effective upon approval or ratification of the governing bodies of each Party and execution by the Parties. The Term of this Agreement shall be five (5) years ("Term"). There shall be no automatic renewal or extension of this Agreement due to the conduct or performance of either or both Parties occurring beyond Term of this Agreement.

4. Exclusive Electric Energy Supply. During the Term of this Agreement, City shall have the exclusive right to supply District's Full Electric Energy Requirements and District shall have the obligation to receive and purchase its Full Electrical Energy Requirements exclusively from City in accordance with this Agreement. City will deliver Electric Energy pursuant to this Agreement to District sites/locations within the City Service Area. District installed self-generating electrical equipment must be coordinated with the City prior to installation of such equipment. All Electric Energy purchased by District shall be for the use of District with no sale or sub-metering to third parties.

5. Rate Paid by DISTRICT for Electric Energy. In exchange for District's commitments under this Agreement, City and District agree that commencing on the next working day after City Council approval, the District shall pay at such rates and volumes as specified in Attachment A. The rate shall be subject to all supplemental conditions, if any, as outlined in Attachment A. Additionally, District shall pay all charges associated with the purchase of Electric Energy, as required by the Roseville Municipal Code, as amended from time to time, applicable to the service rate classes, including other applicable charges and fees. Furthermore, District shall pay any and all applicable in-lieu fees, federal, state and local taxes. Upon expiration of the Term of this Agreement the District shall be fully subject to the applicable tariff rate imposed by the Roseville Municipal Code, as amended from time to time.

6. Joint Load Planning. District will, in good faith, attempt to notify City prior to implementation of any and all operational changes (e.g., including but not limited to, installation of infrastructure, commencing year-round schooling) that may result in a change of service, demand and/or consumption which may result in an increase or decrease of ten percent (10%) of District's regular Electric Energy use. District shall make a good faith effort to provide City with anticipated load growth projections on an annual basis. The Parties may annually discuss, plan and project District's Electric Energy requirements, and review District's forecasted load projections and supply needs. The annual meetings may occur on or about the anniversary date of this Agreement. Depending on the circumstances, the Parties may agree to hold joint-planning meetings more frequently. A breach or violation of this Article 6 by either Party shall not result in a breach or violation of this Agreement.

7. Right to Receive Request for Proposal. If the California Energy Market is deregulated prior to the expiration of the term of this agreement, and if the City participates in such deregulation, the City shall be included on any list of potential bidders for a Request for Proposal (RFP), if any, issued by the District relating to the purchase of Electric Energy by District for use within the City Service Area for energy services after the expiration of this contract. City shall have the right to respond to the RFP and have an equal amount of time to respond to any RFP as any other entity responding to the RFP.

8. Exceptions to City's Obligation to Serve. City shall be temporarily excused for a reasonable time from the obligations under this Agreement under any of the following conditions:

A. The occurrence of a Force Majeure causing City to be unable to perform under this Agreement. "Force Majeure" shall mean any cause beyond the reasonable control of the City, including but not limited to, unusually severe weather, flood, drought, earthquake, storm, fire, lightning, epidemic, war or act of public enemy, riot, civil disturbance or disobedience, labor dispute, strike, labor or material shortage, sabotage, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes, which by the exercise of due diligence and foresight City could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to overcome.

B. The failure of a Transmission Provider to provide sufficient, as scheduled, Transmission Service to City. "Transmission Provider" shall mean any person or entity, which controls or schedules transmission services or capabilities.

C. The failure of an electrical energy supplier to supply sufficient, as scheduled, Electric Energy to City.

D. Except as provided in Article 12, the failure of District to perform a material obligation of this Agreement.

E. Notwithstanding any of the above, as specified in Roseville Municipal Code section 14.24.180, as amended from time to time.

9. Responsibility for System Upgrades and/or Special Metering Requirements. District shall be financially obligated for the cost of any City distribution system upgrades resulting from City's need to service District's specific electric requirements as outlined in Roseville Electric's Specifications for Commercial Construction ("Specifications"). City shall provide District with a copy of the Specifications within reasonable time following a request by District. Additionally, District shall be responsible for any service modifications, extra meter requirements and/or additional meter requirements directly attributable to District's service requirements.

10. Responsibility for Facilities. The District will expend reasonable efforts to construct, maintain, service and repair its facilities that facilitate the provision of electrical energy by City under this Agreement. The District will use its best efforts to assess energy efficiency opportunities and to participate in efficiency and peak load

reduction programs offered by the City. The interconnection of the distribution system shall be effected by the mutual cooperation of the Parties.

11. District's Response to Peak Load and Electric Grid Emergencies. District recognizes the important role that all users of Electric Energy may have in the conservation of electricity during summer peak times and on high electric load days. District agrees to work with the City in identifying non-critical electric load suitable for energy reductions during California State Stage Alert and other regional alert days. District agrees that, when called and if operationally feasible, District will implement agreed upon load reduction measures which may include responding to critical energy day pricing signals and initiating end use load control programs. City agrees that in return for energy reductions to non-critical load on days where called for by City, City will, as much as is reasonably possible, actively promote the District's participation in such a program to local news media and thereby to the citizens of the City of Roseville. City will also recognize such participants with official letters of recognition. Other levels of load reduction program participation providing potential enhanced reliability benefits through additional contracts may exist and should be discussed with City.

12. Breach by District. Upon any breach of this Agreement by District, City shall provide written notice of such breach to District, after which, District shall have sixty (60) days in which to cure such breach ("Cure Period"). Following such Cure Period, City may pursue its remedies at law or equity if such breach has not been cured during such period. City may place District on the appropriate non-contractual status tariff rate in the event District breaches its obligation to pay for Electric Energy services, if failure to pay is not cured within the cure period. During any Cure Period of alleged

breach by District, City shall continue to provide electric energy to District on the terms and conditions set forth in this Agreement.

13. Breach by City. Upon the breach of this Agreement by City, District shall provide written notice of such breach to City, after which, City shall have sixty (60) days in which to cure such breach ("Cure Period"). Following such Cure Period, District's remedy is to default to applicable non-contractual status tariff rate in accordance with City's rules and regulations.

14. Billing. District shall be billed and obligated to pay in accordance with the normal rules and procedures of the City's Finance, Electric and other applicable departments. As the City's billing system capabilities are enhanced, the Roseville Electric Account Representative shall inform the District of such enhancement(s). The Parties will attempt, in good faith, to meet and confer to discuss such enhancements as they become operational and meet and confer annually to discuss District's billing needs.

15. Assignment. Neither Party to this Agreement shall assign any of its rights or obligations under this Agreement, except with the prior written consent of the other Party, which consent shall not be unreasonably withheld. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee and the assignor shall be relieved of its rights and obligations. Any assignment in violation of this paragraph shall, at the option of the non-assigning Party, be deemed void.

16. Attorney's Fees; Venue; Governing Law. In any action brought by either Party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and fees, discovery costs and costs of expert witnesses. Any action arising out of this Agreement shall be brought in Placer County, regardless of where else it might otherwise be venued. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. Integrated Agreement; Severability. This Agreement constitutes the entire understanding between the Parties concerning the subject matter herein contained. If any term, provision or condition contained herein shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to Parties or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. Notices. Any notice, demand, or request required by this Agreement must be in writing and shall be considered properly given when delivered in person, sent by overnight delivery or facsimile, sent by registered or certified mail, or mailed, U.S. First Class, postage prepaid, addressed as follows:

CITY:
Electric Utility Director
2090 Hilltop Circle
Roseville, CA 95747
Fax: (916)774-5583

DISTRICT:
As stated in Attachment A.

Copy to:
City Manager
311 Vernon Street
Roseville, Ca 95678
Fax: (916) 774-5485

The above address and facsimile number may be changed by Notice to the other Party.

19. Limitation on Liability and Damages. Except as set forth herein, there is no warranty of merchantability or fitness for a particular purpose, and any and all express or implied warranties are disclaimed. Notwithstanding any other provision of this Agreement, City shall not be liable to District for any direct, consequential, indirect, liquidated, incidental or special damages, lost revenue or lost profits to District or any other person or entity arising out of the performance or non-performance of this Agreement, even if District or any such other person or entity has been informed or aware of the possibility of such damages. The Party's sole and exclusive remedies are as specified in Articles 12 and 13 of this Agreement.

20. Waiver. No exercise or waiver, in whole or in part, of any right or remedy provided for in this Agreement shall operate as a waiver of any other right or remedy. No delay on the part of any party in the exercise of any right or remedy shall operate as a waiver thereof.

21. Public Records. Each Party acknowledges that the other Party is a public entity subject to the requirements of the California Public Records Act and related case law.

22. Representations and Warranties. Each Party to this Agreement represents and warrants that it has lawful power and authority to enter this Agreement and perform its obligations hereunder.

23. Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2017, and District has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation:

EUREKA UNION SCHOOL
DISTRICT, a California public
school district:

BY: _____
ROB JENSEN
City Manager

BY: TAM SOKS
Title: SUPERINTENDENT

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE

 BY:  _____
MICHELLE BERTOLINO
Electric Utility Director

ATTACHMENT A

DISTRICT INFORMATION AND SUPPLEMENTAL CONDITIONS

District:

Name: Eureka Union School District
Roseville Address: 5455 Eureka Road; Granite Bay, CA 95746
Contact Name: Melody Glaspey
Telephone Number: 916-791-4939

Location(s) Served (list address(s) and account number(s)):

1. Within City Service Area: All sites operated by Customer located within City Service Area that qualify for General Service rates. The list of such sites may be modified from time to time. The District will be responsible for contacting the Roseville Electric Utility Energy Services Account Representative and the City's Finance Department to request such changes to this list.
2. Outside City Service Area: NONE

Scope of Services:

City will provide electric service as provided in this Agreement.

Self-Generation by District:

City will provide "full Electricity Energy Requirements" as defined in Article 1(B) and "Exclusive Electric Energy Supply" as defined in Article 4 with self-generation exceptions as defined therein.

Period of Electric Energy Usage by District under this Agreement (Period of Usage):

Start Date: In accordance with Articles three (3) and five (5) of this Agreement.
End Date: Upon expiration of the Term of this Agreement.

Pricing Formula:

The District shall pay the applicable charges for each connected GS class service as provided in Roseville Municipal Code Chapter 14.24.

The District shall receive an aggregation rate discount of 10% per each metered energy and energy-related charge item on each GS1 and GS2 class service. All standard rate components are subject to change and may be revised per commercial class rate adjustments as made from time to time by the City Council during the term of this Agreement. The District's aggregated rate discount shall be automatically increased or decreased proportionally to the rate change of each service's corresponding GS class service. Thus, while the District's aggregation discount percent will remain stable during the term of this agreement, the value of the discount will change in conjunction with changes to the energy and energy-related charges of the GS1 and GS2 class services. The aggregation rate discount shall not apply to Demand, Power Factor, Stand By, Flat, or other miscellaneous electric service-related charges, nor city, state or federal pass-through charges for which Roseville Electric Utility may be required to collect.

With regard to the GS-3 and other industrial class services, District shall pay all rates/charges/costs as specified in the Roseville Municipal Code Chapter 14.24, as amended from time to time by the Roseville City Council. One exception is if the District's GS3 and larger services qualify for the multi-customer aggregation discount, that discount may apply in addition to Chapter 14.24 contents.

This Attachment A will be automatically and unilaterally updated by City throughout the term of this agreement with each rate adjustment to reflect the District's aggregated rate discount. The District shall be subject to all other applicable charges and fees.

RESOLUTION NO. 17-482

APPROVING A RETAIL ELECTRIC ENERGY SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE CITY SCHOOL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a retail electric energy services agreement, by and between the City of Roseville and Roseville City School District, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said 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

RETAIL ELECTRIC ENERGY SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2017, by and between the City of Roseville, a municipal corporation, ("City") and Roseville City School District, a California public school district ("District"); and

W I T N E S S E T H:

WHEREAS, City is a municipally owned electric utility engaged in the activity of supplying and distributing Electric Energy; and

WHEREAS, City endeavors to offer competitive rates and provide District tailored contract rates which are intended to meet specific District needs; and

WHEREAS, City provides energy education, efficiency and conservation programs as key components to providing sustainable reliable energy and low rates to the community; and

WHEREAS, City is committed to supporting K-12 public education through energy contracts which provide major financial benefits to the K through 12 public education community without creating a subsidization on other customers within the rate classes; and

WHEREAS, the Parties now desire to enter into a Retail Electric Energy Services Agreement on the terms and conditions as specified below.

NOW, THEREFORE, the Parties agree as follows:

1. Definitions.

“City Service Area” shall mean that area served by City’s electric distribution system.

“Electric Energy” shall mean the commodity electricity.

“Full Electric Energy Requirements” shall mean all of the District’s electric load requirements occurring within City Service Area during the Term of this Agreement, except:

A. As specified in Attachment A, any pre-existing (in operation prior to execution of this Agreement) non-emergency electric self-generation operating in parallel or independent of the City’s distribution grid.

B. As specified in Attachment A, any self-generation made operational during the term of this Agreement, PROVIDED that, District has entered into an Interconnection Agreement with City specifying interconnect requirements and the costs/rates associated with the provision of stand-by or default Electric Energy service by City.

C. Uninterruptible power sources and other emergency-only backup electric generation.

“Party” shall mean City or District and “Parties” shall mean both City and District.

“Scope of Services” shall mean those supplemental conditions, as specified in Attachment A, relating to the provision of Electric Energy under this Agreement.

2. Agreement Documents. This Agreement shall consist of this document and Attachment A, attached hereto and incorporated herein by this reference, and any

amendments or supplements hereto that may be made from time to time. Attachment A shall specify the supplemental terms and conditions relating to, among others; District's address for purposes of notice and billing, District's locations to be served under this Agreement, Scope of Services, Self-Generation, and the pricing/rate formula. Except as to matters addressed in this Agreement, electric services provided to District shall be subject to all of City's Ordinances, Resolutions, and Rules and Regulations as promulgated by the City Council, City Manager, or Electric Utility Director, as amended from time to time. This Agreement may be amended, modified, extended or terminated only upon mutual written consent of the Parties.

3. Term; Renewal. This Agreement shall become effective upon approval or ratification of the governing bodies of each Party and execution by the Parties. The Term of this Agreement shall be five (5) years ("Term"). There shall be no automatic renewal or extension of this Agreement due to the conduct or performance of either or both Parties occurring beyond Term of this Agreement.

4. Exclusive Electric Energy Supply. During the Term of this Agreement, City shall have the exclusive right to supply District's Full Electric Energy Requirements and District shall have the obligation to receive and purchase its Full Electrical Energy Requirements exclusively from City in accordance with this Agreement. City will deliver Electric Energy pursuant to this Agreement to District sites/locations within the City Service Area. District installed self-generating electrical equipment must be coordinated with the City prior to installation of such equipment. All Electric Energy purchased by District shall be for the use of District with no sale or sub-metering to third parties.

5. Rate Paid by DISTRICT for Electric Energy. In exchange for District's commitments under this Agreement, City and District agree that commencing on the next working day after City Council approval, the District shall pay at such rates and volumes as specified in Attachment A. The rate shall be subject to all supplemental conditions, if any, as outlined in Attachment A. Additionally, District shall pay all charges associated with the purchase of Electric Energy, as required by the Roseville Municipal Code, as amended from time to time, applicable to the service rate classes, including other applicable charges and fees. Furthermore, District shall pay any and all applicable in-lieu fees, federal, state and local taxes. Upon expiration of the Term of this Agreement the District shall be fully subject to the applicable tariff rate imposed by the Roseville Municipal Code, as amended from time to time.

6. Joint Load Planning. District will, in good faith, attempt to notify City prior to implementation of any and all operational changes (e.g., including but not limited to, installation of infrastructure, commencing year-round schooling) that may result in a change of service, demand and/or consumption which may result in an increase or decrease of ten percent (10%) of District's regular Electric Energy use. District shall make a good faith effort to provide City with anticipated load growth projections on an annual basis. The Parties may annually discuss, plan and project District's Electric Energy requirements, and review District's forecasted load projections and supply needs. The annual meetings may occur on or about the anniversary date of this Agreement. Depending on the circumstances, the Parties may agree to hold joint-planning meetings more frequently. A breach or violation of this Article 6 by either Party shall not result in a breach or violation of this Agreement.

7. Right to Receive Request for Proposal. If the California Energy Market is deregulated prior to the expiration of the term of this agreement, and if the City participates in such deregulation, the City shall be included on any list of potential bidders for a Request for Proposal (RFP), if any, issued by the District relating to the purchase of Electric Energy by District for use within the City Service Area for energy services after the expiration of this contract. City shall have the right to respond to the RFP and have an equal amount of time to respond to any RFP as any other entity responding to the RFP.

8. Exceptions to City's Obligation to Serve. City shall be temporarily excused for a reasonable time from the obligations under this Agreement under any of the following conditions:

A. The occurrence of a Force Majeure causing City to be unable to perform under this Agreement. "Force Majeure" shall mean any cause beyond the reasonable control of the City, including but not limited to, unusually severe weather, flood, drought, earthquake, storm, fire, lightning, epidemic, war or act of public enemy, riot, civil disturbance or disobedience, labor dispute, strike, labor or material shortage, sabotage, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes, which by the exercise of due diligence and foresight City could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to overcome.

B. The failure of a Transmission Provider to provide sufficient, as scheduled, Transmission Service to City. "Transmission Provider" shall mean any person or entity, which controls or schedules transmission services or capabilities.

C. The failure of an electrical energy supplier to supply sufficient, as scheduled, Electric Energy to City.

D. Except as provided in Article 12, the failure of District to perform a material obligation of this Agreement.

E. Notwithstanding any of the above, as specified in Roseville Municipal Code section 14.24.180, as amended from time to time.

9. Responsibility for System Upgrades and/or Special Metering Requirements. District shall be financially obligated for the cost of any City distribution system upgrades resulting from City's need to service District's specific electric requirements as outlined in Roseville Electric's Specifications for Commercial Construction ("Specifications"). City shall provide District with a copy of the Specifications within reasonable time following a request by District. Additionally, District shall be responsible for any service modifications, extra meter requirements and/or additional meter requirements directly attributable to District's service requirements.

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reduction programs offered by the City. The interconnection of the distribution system shall be effected by the mutual cooperation of the Parties.

11. District's Response to Peak Load and Electric Grid Emergencies. District recognizes the important role that all users of Electric Energy may have in the conservation of electricity during summer peak times and on high electric load days. District agrees to work with the City in identifying non-critical electric load suitable for energy reductions during California State Stage Alert and other regional alert days. District agrees that, when called and if operationally feasible, District will implement agreed upon load reduction measures which may include responding to critical energy day pricing signals and initiating end use load control programs. City agrees that in return for energy reductions to non-critical load on days where called for by City, City will, as much as is reasonably possible, actively promote the District's participation in such a program to local news media and thereby to the citizens of the City of Roseville. City will also recognize such participants with official letters of recognition. Other levels of load reduction program participation providing potential enhanced reliability benefits through additional contracts may exist and should be discussed with City.

12. Breach by District. Upon any breach of this Agreement by District, City shall provide written notice of such breach to District, after which, District shall have sixty (60) days in which to cure such breach ("Cure Period"). Following such Cure Period, City may pursue its remedies at law or equity if such breach has not been cured during such period. City may place District on the appropriate non-contractual status tariff rate in the event District breaches its obligation to pay for Electric Energy services, if failure to pay is not cured within the cure period. During any Cure Period of alleged

breach by District, City shall continue to provide electric energy to District on the terms and conditions set forth in this Agreement.

13. Breach by City. Upon the breach of this Agreement by City, District shall provide written notice of such breach to City, after which, City shall have sixty (60) days in which to cure such breach (“Cure Period”). Following such Cure Period, District’s remedy is to default to applicable non-contractual status tariff rate in accordance with City’s rules and regulations.

14. Billing. District shall be billed and obligated to pay in accordance with the normal rules and procedures of the City’s Finance, Electric and other applicable departments. As the City’s billing system capabilities are enhanced, the Roseville Electric Account Representative shall inform the District of such enhancement(s). The Parties will attempt, in good faith, to meet and confer to discuss such enhancements as they become operational and meet and confer annually to discuss District’s billing needs.

15. Assignment. Neither Party to this Agreement shall assign any of its rights or obligations under this Agreement, except with the prior written consent of the other Party, which consent shall not be unreasonably withheld. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee and the assignor shall be relieved of its rights and obligations. Any assignment in violation of this paragraph shall, at the option of the non-assigning Party, be deemed void.

16. Attorney's Fees; Venue; Governing Law. In any action brought by either Party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and fees, discovery costs and costs of expert witnesses. Any action arising out of this Agreement shall be brought in Placer County, regardless of where else it might otherwise be venued. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. Integrated Agreement; Severability. This Agreement constitutes the entire understanding between the Parties concerning the subject matter herein contained. If any term, provision or condition contained herein shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to Parties or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. Notices. Any notice, demand, or request required by this Agreement must be in writing and shall be considered properly given when delivered in person, sent by overnight delivery or facsimile, sent by registered or certified mail, or mailed, U.S. First Class, postage prepaid, addressed as follows:

CITY:
Electric Utility Director
2090 Hilltop Circle
Roseville, CA 95747
Fax: (916)774-5583

DISTRICT:
As stated in Attachment A.

Copy to:
City Manager
311 Vernon Street
Roseville, Ca 95678
Fax: (916) 774-5485

The above address and facsimile number may be changed by Notice to the other Party.

19. Limitation on Liability and Damages. Except as set forth herein, there is no warranty of merchantability or fitness for a particular purpose, and any and all express or implied warranties are disclaimed. Notwithstanding any other provision of this Agreement, City shall not be liable to District for any direct, consequential, indirect, liquidated, incidental or special damages, lost revenue or lost profits to District or any other person or entity arising out of the performance or non-performance of this Agreement, even if District or any such other person or entity has been informed or aware of the possibility of such damages. The Party's sole and exclusive remedies are as specified in Articles 12 and 13 of this Agreement.

20. Waiver. No exercise or waiver, in whole or in part, of any right or remedy provided for in this Agreement shall operate as a waiver of any other right or remedy. No delay on the part of any party in the exercise of any right or remedy shall operate as a waiver thereof.

21. Public Records. Each Party acknowledges that the other Party is a public entity subject to the requirements of the California Public Records Act and related case law.

22. Representations and Warranties. Each Party to this Agreement represents and warrants that it has lawful power and authority to enter this Agreement and perform its obligations hereunder.

23. Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2017, and District has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation:

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

ROSEVILLE CITY SCHOOL
DISTRICT, a California public
school district:

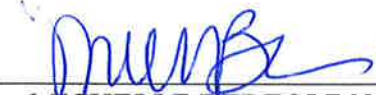
BY:  _____
Title: Asst. Supt., Business Services

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE

 BY: 
MICHELLE BERTOLINO
Electric Utility Director

ATTACHMENT A

DISTRICT INFORMATION AND SUPPLEMENTAL CONDITIONS

District:

Name: Roseville City School District
Roseville Address: 1050 Main Street; Roseville, CA 95678
Contact Name: Dennis Snelling
Telephone Number: 916-771-1600 x111

Location(s) Served (list address(s) and account number(s)):

3. Within City Service Area: All sites operated by Customer located within City Service Area that qualify for General Service rates. The list of such sites may be modified from time to time. The District will be responsible for contacting the Roseville Electric Utility Energy Services Account Representative and the City's Finance Department to request such changes to this list.
4. Outside City Service Area: NONE

Scope of Services:

City will provide electric service as provided in this Agreement.

Self-Generation by District:

City will provide "full Electricity Energy Requirements" as defined in Article 1(B) and "Exclusive Electric Energy Supply" as defined in Article 4 with self-generation exceptions as defined therein.

Period of Electric Energy Usage by District under this Agreement (Period of Usage):

Start Date: In accordance with Articles three (3) and five (5) of this Agreement.
End Date: Upon expiration of the Term of this Agreement.

Pricing Formula:

The District shall pay the applicable charges for each connected GS class service as provided in Roseville Municipal Code Chapter 14.24.

The District shall receive an aggregation rate discount of 10% per each metered energy and energy-related charge item on each GS1 and GS2 class service. All standard rate components are subject to change and may be revised per commercial class rate adjustments as made from time to time by the City Council during the term of this Agreement. The District's aggregated rate discount shall be automatically increased or decreased proportionally to the rate change of each service's corresponding GS class service. Thus, while the District's aggregation discount percent will remain stable during the term of this agreement, the value of the discount will change in conjunction with changes to the energy and energy-related charges of the GS1 and GS2 class services. The aggregation rate discount shall not apply to Demand, Power Factor, Stand By, Flat, or other miscellaneous electric service-related charges, nor city, state or federal pass-through charges for which Roseville Electric Utility may be required to collect.

With regard to the GS-3 and other industrial class services, District shall pay all rates/charges/costs as specified in the Roseville Municipal Code Chapter 14.24, as amended from time to time by the Roseville City Council. One exception is if the District's GS3 and larger services qualify for the multi-customer aggregation discount, that discount may apply in addition to Chapter 14.24 contents.

This Attachment A will be automatically and unilaterally updated by City throughout the term of this agreement with each rate adjustment to reflect the District's aggregated rate discount. The District shall be subject to all other applicable charges and fees.



COUNCIL COMMUNICATION

CC #: 8889

File #: 0215-06 & 0201-01

Title: Traffic Mitigation Fund Budget Adjustment
Contact: Marc Stout 916-774-5482 mstout@roseville.ca.us

Meeting Date: 12/6/2017

Item #: 7.20.

RECOMMENDATION TO COUNCIL

The Development Services Department, Engineering Division, requests that the City Council adopt an ordinance for a budget adjustment of \$1,500,000.00 from the Traffic Mitigation Fund to the Developer Reimbursement Fund.

BACKGROUND

The City collects Traffic Mitigation Fees from Developers at building permit issuance to ensure that the City's Capital Improvement Program (CIP) is fully funded. The Traffic Mitigation Fees are in turn used to construct City infrastructure in the form of widening roadways and installing traffic signals as necessary.

Frequently, Developers are required to construct CIP-eligible improvements with their Development projects. A reimbursement agreement identifies the CIP-eligible improvements required to be constructed by the Developer and authorizes staff to process reimbursements as the improvements are completed to the satisfaction of the City. These reimbursements are paid from the Developer Reimbursement Account.

In order to ensure there are adequate funds available to reimburse Developers for all CIP-eligible construction over the remainder of the 2017-18 fiscal year, staff is requesting a budget adjustment of \$1,500,000.00 from the Traffic Mitigation Fund to the Developer Reimbursement Fund.

FISCAL IMPACT

There will be no fiscal impact to the City's General Fund by the proposed action. All future Developer reimbursements will be paid with Traffic Mitigation Fees, via the Developer reimbursement Account, for the construction of CIP-eligible improvements.

ECONOMIC DEVELOPMENT / JOBS CREATED

No new jobs will be provided by this action. However, jobs will be created when contracts are let by the Developer for the construction of CIP-eligible improvements.

ENVIRONMENTAL REVIEW

A budget adjustment is not considered a project defined by the California Environmental Quality Act (CEQA) and does not apply to activities that will result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines 15061(b)(3)).

Respectfully Submitted,

Marc Stout, City Engineer

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5892

Budget Adjustment

ORDINANCE NO. 5892

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18
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 2017-18, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds from the traffic mitigation fund into the development reimbursement account, per request of the Development Services Department, as listed on the attached Request for Budget Adjustment in the amount of \$1,500,000.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in: [A.R. 6.01 Budget Adjustment Policy & Procedure](#).

REQUESTER*: Marc Stout

DEPARTMENT/DIVISION*: Development Services/Engineering

FISCAL YEAR/EFFECTIVE DATE*: FY18

PROPOSED COUNCIL DATE (if applicable): 12/06/2017

For more detailed budget adjustment training information, including examples, please click on the following link: [Miscellaneous Budget Training Information](#).

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL		FUND*	JL		
	ORG KEY*	OBJECT*		PROJECT	ACTIVITY	
1,500,000	20004	6130	221	002503	45	Developer Reimbursement Account
\$ 1,500,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL		FUND*	JL		
	ORG KEY	OBJECT		PROJECT	ACTIVITY	
1,500,000			221			Traffic Mitigation Fund
\$ 1,500,000	TOTAL					

FINANCE USE	Approved:				
	<i>Val DePl</i>	11/6/17	<i>Dewk</i>	11/6/17	
	BUDGET MANAGER/DISEGNEE	DATE	Finance Director	Date	

Justification for Budget Adjustment*:

To reimbursement private developers for various infrastructure improvements, including road widening and traffic signals, that are included in the City's Capital Improvement Program and are eligible for reimbursement via Traffic Mitigation Fees.

Approved:	<i>Karen Payne</i>	Approved:	
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	CITY MANAGER	DATE



COUNCIL COMMUNICATION

CC #: 8892

File #: 0704 & 0206-03 & 0201-01

Title: Special Financing Districts Fee Schedule - Professional Services Agreement and Budget Adjustment

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

Meeting Date: 12/6/2017

Item #: 7.21.

RECOMMENDATION TO COUNCIL

Approve the budget adjustment of \$18,600.00 from the Pooled Unit Park Transfer Fund (Fund 240) to the Park Development operations budget (08501) and adopt a resolution to approve the professional services agreement with ClearSource Financial Consulting, Inc. for the same amount, \$18,600.00, to develop a fee schedule for special financing districts for service and authorize the City Manager to execute the agreement.

BACKGROUND

The formation of new Community Facilities Districts for Service (CFDs) is associated with Development Agreement obligations for new specific plan areas. Formation typically occurs prior to the start of infrastructure improvements. Authorized services are specific to the plan area and generally include streetscape maintenance, neighborhood park maintenance, leaf/litter pick up, open space maintenance, etc.

The most significant considerations in determining the costs of providing these services are the type and quantity of the resources, the mandates based on federal and state permit conditions, the City's Overarching Open Space Preserve Management Plan, available service access into the open space and the type of public interface that may impact the open space. In the past, staff has spent considerable time identifying the cost of providing these services, and negotiating them with each Developer. This was due to the fact that there was no fee schedule to refer to. The creation of this fee schedule will involve considerable work to identify and quantify these issues, however it will only be done once, instead of during each district formation, saving time for both staff and the developers.

As regulations and mandates increase and resources become more limited, a cost of service analysis must be developed by staff and a consultant for both open space and park maintenance. Additionally, the number of special districts continues to grow, making the effort to administer these districts more of a challenge.

ClearSource's scope of work is to analyze, validate and/or modify the assumptions made in the current cost of service analysis developed by staff, and then develop a fee schedule for use during formation discussions. This fee schedule is intended to normalize costs based on the type of open space or park parcel and be reflective of actual costs. Additionally, as the administration of the special districts becomes more complex with 40+ existing special district accounts and possibly 50+ at build-out, appropriate administrative costs will also be reflected in the fee schedule. When completed, this new fee schedule will be included in the city wide fee schedule previously approved by council and thus will come back to council on an annual basis for update and approval.

FISCAL IMPACT

The Department is requesting authority to increase the park development operations budget for professional services (08501) in the General Fund by \$18,600.00 to develop a fee schedule for special financing districts for service. This professional services agreement will be fully funded with available fund balance from the Pooled Unit Park Transfer Fees Fund (Fund 240). There is no net impact to the General Fund.

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 change in the environment (CEQA Guidelines §15061(b)(3)). Approval of the Professional Services 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, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-477

Professional Service Agreement

Ordinance No. 5895

Budget Adjustment

RESOLUTION NO. 17-477

APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF
ROSEVILLE AND THE CLEARSOURCE FINANCIAL CONSULTING, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a professional services agreement between the City of Roseville and the ClearSource Financial Consulting regarding fee schedule development for special financing districts, has been prepared and reviewed by the Council;

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: Fee Schedule Development for Special Financing Districts

THIS AGREEMENT is made and entered into this ____ day of _____, 20 __, by and between the City of Roseville, a municipal corporation ("CITY"), and ClearSource Financial Consulting, a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of the development of a fee schedule for special financing districts; and

WHEREAS, CONSULTANT has prepared a proposal dated October 12, 2017, which describes the scope of work to be performed by CONSULTANT, the budget for the work, and the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional services.

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference.
2. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in

EXHIBIT "A." Total compensation shall not exceed eighteen thousand six hundred dollars (\$18,600).

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.

COVERAGELIMITS 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

certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

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

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

5. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or

expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

6. Time is of the Essence. Time is of the essence of this Agreement.

7. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

8. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

9. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

10. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

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

12. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or

making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

13. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

14. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

15. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

16. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

19. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

CONSULTANT

Dennis Kauffman
Finance Director
311 Vernon Street
Roseville, CA 95678

ClearSource Financial Consulting
Terry Madsen
7960 B Soquel Drive, #363
Aptos, CA 95003

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 executed this Agreement in duplicate by its City Manager and CONSULTANT has caused this Agreement to be duly executed.

CITY OF ROSEVILLE, a
municipal corporation

CLEARSOURCE FINANCIAL
CONSULTING, a California corporation

BY: _____
ROB JENSEN
City Manager

BY: Terry Madsen
its: President

and

ATTEST:

BY: Bethany Madsen
its: Secretary

BY: _____
SONIA OROZCO
City Clerk

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
DENNIS KAUFFMAN
Finance Director

BY: _____
DION LOUTHAN
Director of Parks, Recreation
and Libraries

EXHIBIT “A”

PROPOSAL
DEVELOPMENT OF A SCHEDULE OF ADMINISTRATIVE AND
MAINTENANCE COSTS AND FEES FOR SPECIAL FINANCING DISTRICTS

Presented to:

City of Roseville
Attn: Jay Panzica
311 Vernon Street
Roseville, CA 95678

Presented by:

ClearSource Financial Consulting
7960 B Soquel Drive, #363
Aptos, California 95003

October 12, 2017

Table of Contents

1. Scope of Services..... 1

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4. Project Team and Qualifications 5

1. Scope of Services

1. Kick-off Meeting, Confirmation of Project Goals and Deliverables, and Strategy Development

ClearSource will meet with the City's project leadership team to confirm the project scope and intended uses of project deliverables, to ensure that the project results in a schedule of costs and fees that can be used by staff on an on-going basis to effectively, and efficiently recover the maintenance and administrative costs associated with the City's special financing districts.

2. Data Collection and Analysis

ClearSource will work collaboratively with City finance and operations staff to gain an understanding of:

- The costs associated with maintaining the parks, open space, bike trails, hardscapes, etc. commonly incorporated in the special financing districts established by the City in conjunction with new development projects.
- Services performed by the Parks Division associated with administering the maintenance activities and services provided within the special financing districts.
- Administrative services performed by the City's Finance Department on behalf of the special financing districts such as, budgeting, accounting, processing accounts payable, and facilitating the administration of the annual special tax levy.

3. Identify the total costs of providing various maintenance and administrative services associated with the City's special financing districts and develop a schedule of costs and fees

ClearSource will prepare the analytical models that will serve as the foundation for all outcomes of this study. The models will be specifically tailored to meet the needs of the City. They will be used to identify the full cost of providing the various maintenance and administrative activities and services associated with the City's special financing districts. To accomplish this, ClearSource will:

- Develop Excel-based, formula-driven, updatable models and schedules that will be delivered and become property of the City for its use and future update.
- The cost of service models and fee schedules will:
 - Calculate fully-burdened labor and program costs for employees and divisions that perform services and activities associated with the City's special financing districts
 - Allow for the addition or removal of services, so costs and fees can be easily, and uniformly, calculated for a range of activities and services, both simple and complex. Examples include¹:
 - Cost per acre of grazed open space
 - Cost per mile of bike trail
 - Cost per 100 square feet of tot-lot playground area
 - Base administrative costs per district
 - Consider all direct and indirect personnel, operations, and Citywide overhead costs eligible for inclusion in the cost of service calculations.

¹ Examples are included for illustrative purposes only. Actual categories will be identified during the course of the study.

4. Report on Proposed Allocation Methodologies, Fee Schedule, and Fiscal Impacts

ClearSource will prepare a report that includes:

- Overview of the study purpose and methodology
- Identification of data sources
- Detailed presentation of the analytical outcomes of the study, including each service examined, its full cost, recommended and current cost recovery levels
- Forecasted revenue impacts associated with implementation of a schedule of costs and fees that can be uniformly applied for the City's maintenance districts
- Updated schedule of costs and fees for City Council review and consideration

The information will be prepared in report and presentation formats (e.g. Word document with Appendices and PowerPoint presentation).

5. Present Findings to Project Leadership Team, City Council, and Stakeholders, As Requested

ClearSource will present the report and project findings to City staff, City Council, and project stakeholders. The report and presentation will provide the City's management staff and elected officials with the information they need to make critical policy decisions regarding recovery of costs and fees.

An effectively developed schedule of costs and fees should provide multiple benefits including, but not limited to:

- Enhance consistency, uniformity, and efficiency in establishing costs and fees to be recovered from special financing districts
- Enhance fiscal and service sustainability by accurately identifying costs associated with special financing districts and establishing systems for recovery of those costs
- Enhance developer ability to accurately forecast costs and fees associated with formation and on-going administration of special financing districts
- Enhance long-term community satisfaction by increasing the likelihood that as special districts are developed, costs and fees are recovered that encourage the successful on-going maintenance of services intended to be funded by special financing districts.

6. Modify Report Based on Feedback Received and Deliver Final Schedule of Costs and Fees

ClearSource will incorporate feedback received during meetings with City staff, council, and stakeholders into a final report. Additionally, ClearSource will deliver working electronic versions of the cost of service model and fee schedule that can be edited and updated by City staff to accommodate changes in the organization or changes in costs. The electronic files will be maintained in Excel and Word. The electronic information will be provided to the City on a USB flash drive or via email. The information delivered shall be the property of the City.

2. Project Timeline

- **Project Commencement:** December 11, 2017
- **Project Completion and Delivery of Final Documents:** March 30, 2018

Work Task / Month		Dec	Jan	Feb	Mar
1	Project Initiation Meeting				
2	Data Collection and Analysis				
3	Cost Allocation and Fee Schedule Development				
4	Report Preparation				
5	Presentations to Staff, Council, and Stakeholders				
6	Update and Deliver Final Documents/Files to the City				

3. Fee

The project budget is \$18,600. This is a “not-to-exceed” fixed fee that includes all associated fees (i.e. printing, meetings, and travel). **No change orders will be issued to complete the Scope of Services.**

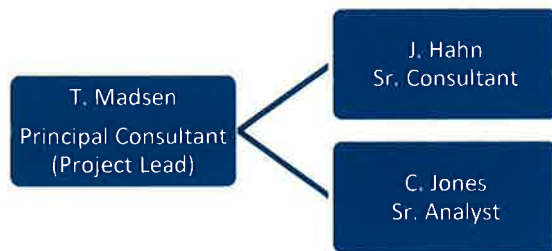
Work Plan Task		Project Hours	Hourly Rate	Fee
1	Project Initiation Meeting	2	\$150	\$300
2	Data Collection and Analysis	32	\$150	\$4,800
3	Cost Allocation and Fee Schedule Development	64	\$150	\$9,600
4	Report Preparation	16	\$150	\$2,400
5	Presentations to Staff, Council, and Stakeholders	8	\$150	\$1,200
6	Update and Deliver Final Documents/Files to the City	2	\$150	\$300
Total		124	\$150	\$18,600

Payment Terms

ClearSource will provide monthly billings for in-progress work completed. The amounts billed will correspond to the timeline and deliverables identified in this proposal.

4. Project Team and Qualifications

Project Team and Qualifications



This project will be led from start-to-finish by Mr. Terry Madsen. He will conduct all meetings, present all reports, and oversee development of all analysis and outcomes. Analytical support will be provided by Jeanette Hahn and Carolyn Jones. Their experience includes more than 50 years of direct support to local government agencies.

Resumes

Terry Madsen, MBA

This project will be led from start-to-finish by Mr. Terry Madsen. Mr. Madsen is the President and Principal Consultant of ClearSource Financial Consulting. For more than 15 years, he has provided financial consulting services to local government agencies.

In October, 2011 Mr. Madsen founded ClearSource Financial Consulting (ClearSource), a firm dedicated to providing local government agencies with premier financial consulting services. From October, 2001 to October, 2011 Mr. Madsen was employed by the competing firm, NBS.

Mr. Madsen's depth of knowledge includes numerous service areas including user fee studies, indirect cost allocation studies, internal service fund rate studies, water and wastewater rate studies, and special financing district administration. During his career he has served the following agencies, among others:

- Atherton
- Bell "The New Bell"
- Chula Vista
- East Palo Alto
- Gustine
- Hesperia
- Indio
- La Habra Heights
- Laguna Woods
- La Quinta
- Long Beach
- Los Angeles
- Napa
- Oakdale
- Oro Loma Sanitary District
- Sacramento
- Sacramento Regional Transit District
- San Carlos
- San Diego Metropolitan Transit System
- Santa Paula
- Sierra Madre
- Taft
- Union Sanitary District
- Ventura

Mr. Madsen has worked closely with every level of the public body including property owners, community organizations, council members, special commissions, agency managers, all members of the agency finance team, directors of every agency department, management analysts, and the direct service staff that are the primary contact points for members of the community, such as inspectors, plan reviewers, operators, maintenance personnel, and records staff.

Mr. Madsen's experience in developing cost allocation models and fee schedules includes all phases of the work, from project initiation to completion and presentation of final findings. His efforts include

data gathering, conducting interviews with agency staff, model development, report preparation, and presentation and delivery of cost allocation plan narratives and fee schedules for adoption. Additionally, during his career, he has assisted in the assessment district administration process for some of California's largest and most sophisticated municipalities, including the cities of Sacramento, Los Angeles, Long Beach, and Chula Vista. His day-to-day responsibilities have included interpreting assessment calculation methodologies, identifying district boundaries and active parcels, processing parcel changes, assigning parcel use characteristics, calculating maximum and actual assessment amounts, etc.

Mr. Madsen is a member of the California Society of Municipal Finance Officers. He received his undergraduate degree (Cum Laude) from Cal Poly, San Luis Obispo. He was awarded a Bachelor of Science in Business Administration with a Finance Concentration and an Economics Minor. He received his graduate degree from California State University, San Bernardino. He was awarded a Master of Business Administration with an Entrepreneurship Concentration.

Jeanette Hahn

Jeanette Hahn is a Senior Consultant for ClearSource Financial Consulting. She has 16 years of experience advising municipal agencies on equitable and effective costs of service, cost recovery, and strategic financial planning.

Ms. Hahn has analytical and policy expertise in the following subject matter:

- Cost of service analysis and cost allocation for cost recovery opportunities, including user fees, regulatory fees, and contracts/partnerships
- Water, wastewater, reclaimed water, and storm water/drainage utility rates and fees
- Development impact fees and capacity charge nexus analysis/justification
- Economic feasibility/decision analysis
- Long-range financial planning
- Benchmarking

Prior to becoming part of the ClearSource team in 2017, Ms. Hahn succeeded at competing consulting firms. She was Director of Financial Consulting for NBS from 2007 to 2011 and served progressive roles at FCS GROUP from 1997 to 2007, including California Regional Manager from 2004 to 2007. Ms. Hahn stepped down from these executive roles in 2011 to focus on motherhood.

Ms. Hahn has performed nearly 200 separate engagements for public agencies of diverse size and situation throughout the Western United States, including in California, Washington, Oregon, Idaho, Nevada, Utah, Montana, and Alaska. She is articulate and agile when working within the legal framework of rate and fee-setting across these states, with particular emphasis on California's *Proposition 218* and the state's *Mitigation Fee Act*. As an accomplished and highly regarded speaker, Ms. Hahn has earned a reputation for crafting effective and persuasive messages for attaining legislative and public approval of financial plans and accompanying rates and fees. Her skills have been deployed frequently in municipal work to defuse contentious or actively contested matters. Furthermore, she has been repeatedly invited to present in educational and industry forums, such as the California Society of

Municipal Finance Officers, League of California Cities, Association of California Water Agencies, and California Special Districts Association, among many others.

Ms. Hahn holds a Bachelor of Arts in Economics with a Public Finance concentration from the University of Washington, Seattle.

Carolyn Jones

Ms. Jones is a Senior Analyst for ClearSource Financial Consulting. Prior to joining ClearSource, Ms. Jones spent 20 years as a financial analyst for the City of Ventura specializing in public works, water/wastewater, and parks and recreation. Included in her local government experience are cost allocation studies, internal service fund rate studies, user fee studies and special assessment district administration. Prior to working in Ventura, Ms. Jones was a senior management analyst for the City of Moreno Valley Community Services District. The special district includes street lighting and landscape as well as construction related assessment districts and community facility districts. She also spent six years with the Municipality of Anchorage where she worked on the ombudsman team investigating citizen complaints. Her review of local government operations included utilities, public safety, general government, planning, and public works. In addition to her public experience, Ms. Jones spent six years as a management analyst in the private sector with British Petroleum (Amoco). Her responsibilities included all divisional operations of the oil industry; financial, human resources, field support, payroll, and government reporting.

Ms. Jones was awarded a Bachelor of Science in Business Administration with a Management Concentration from the University of Alaska, Anchorage.

ORDINANCE NO. 5895

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18
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 2017-18, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for financial consulting to develop a fee schedule for special financing districts, per request of the Finance Department and the Parks, Recreation & Libraries Department, as listed on the attached Request for Budget Adjustment in the amount of \$37,200.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:
A.R. 6.01 Budget Adjustment Policy & Procedure.

For more detailed budget adjustment training information, including examples, please click on the following link:
Miscellaneous Budget Training Information.

REQUESTER*: Dion Louthan/Tara Gee/Rendi Hodge

DEPARTMENT/DIVISION*: Parks, Recreation & Libraries

FISCAL YEAR/EFFECTIVE DATE*: FY2017-18

PROPOSED COUNCIL DATE (if applicable): 12/06/2017

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
18,600	08501	5101	100			Consulting - fee schedule for special financing districts
18,600	00100	3900	100			Transfer to General Fund (100) from Pooled Unit
						Park Transfer Fees Fund (240)
\$ 37,200	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
18,600			240			Available resources - 240
18,600	00240	8900	240			Transfer fr Pooled Unit Park Transfer Fees Fund (240)
						to General Fund (100)
\$ 37,200	TOTAL					

FINANCE USE	Approved:		
	<i>[Signature]</i>	<i>[Signature]</i>	
	BUDGET MANAGER/DEMOSEE	Finance Director	
	DATE	DATE	
	11/8/2017	11/8/17	

Justification for Budget Adjustment*:

The PR&L Department is requesting authority to increase the park development budget (08501) in the General Fund by \$18,600 to develop a fee schedule for special financing districts for service. This professional services agreement will be fully funded with available fund balance from the Pooled Unit Park Transfer Fees Fund (Fund 240), so there is no net impact to the General Fund.

Approved:		Approved:	
<i>[Signature]</i>			
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	CITY MANAGER	DATE



COUNCIL COMMUNICATION

CC#: 8891
File#: 0201-01

Title: Capital Improvement Projects Carry Forward - Budget Adjustment
Contact: Valerie DePeel 916-774-5208 vdepeel@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 12/6/2017
Item #: 7.22.

RECOMMENDATION TO COUNCIL

It is requested that the City Council approve the attached budget adjustment relating to ongoing Capital Improvement Projects.

BACKGROUND

The attached budget adjustment lists Capital Improvement Projects and associated transfers and revenues that were approved by City Council prior to June 30, 2017. These projects are ongoing, requiring the unspent budget balances in the FY2016-17 budget to be brought forward to the current fiscal year's budget (FY2017-18). The projects were analyzed during the preparation of the FY2016-17 budget and were included in the financial analysis of the individual funds. This budget adjustment does not increase the previously approved spending limits for these projects.

FISCAL IMPACT

This budget adjustment has no fiscal impact.

ECONOMIC DEVELOPMENT / JOBS CREATED

Approval of this request will not create any new jobs.

ENVIRONMENTAL REVIEW

The Capital Improvement Project budget adjustment is not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines 15378). Consequently no CEQA action is required

Respectfully Submitted,

Valerie DePeel, Budget Analyst

Dennis Kauffman, Finance Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5894

CIP Carryforward Rev

CIP Carryforward Transfers

ORDINANCE NO. 5894

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET
AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY COUNCIL OF THE CITY OF ROSEVILLE DOES ORDAIN AS FOLLOWS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2017-18, is hereby amended by transferring an additional appropriation from the City of Roseville Annual Budget, Fiscal Year 2016-17, as follows:

Appropriate ongoing costs from Fiscal Year 2016-17 to Capital Improvement Projects for Fiscal Year 2017-18, as listed on the attached.

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 conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**CIP Carry Forward Budget Adjustment
FY2016-17 to FY2017-18**

Fund	GL org#	Project #	Act	Project Description	Revenue	Expense
GENERAL FUND	20001	142001	76	MULTI-AGENCY FLOOD EMER RESP	195,290	-
GENERAL FUND	20001	142001	45	MULTI-AGENCY FLOOD EMER RESP		69,288
GENERAL FUND	20001	152002	76	FLOOD ALERT SYSTEM REPL PROJ	130,013	-
GENERAL FUND	20001	152002	45	FLOOD ALERT SYSTEM REPL PROJ		218,640
GENERAL FUND	20001	982002	45	ROCKY RIDGE TO OLD AUBURN DRN		71,545
GENERAL FUND	20001	982003	45	CONFLUENCE TO TIFFANY		104,656
GENERAL FUND	90001	059001	45	CITY FACILITIES SECURITY IMP		442,116
GENERAL FUND	90001	079005	45	ENTERPRISE ASSET MANAGEMENT		541,280
GENERAL FUND	90001	079006	45	CAD/RMS REPLACEMENT PROJECT		280,111
GENERAL FUND	90001	109002	45	MULTI-HAZARD PLAN UPDATE		173,420
GENERAL FUND	90018	170058	30	GP UPDATE/CAP PROJECT		955,826
100 - GENERAL FUND TOTAL					325,303	2,856,881
STRATEGIC IMPROVEMENT FUND	90008	109003	45	REGIONAL ANIMAL CONTROL FAC		3,050,662
STRATEGIC IMPROVEMENT FUND	90008	179001	38	EAST RADIO SITE RELOCATION		420,000
110 - STRATEGIC IMPROVEMENT FUND TOTAL					-	3,470,662
STATE GAS TAX	20002	082001	45	STORM DRAIN PROJECT		1,285,382
201 - GAS TAX FUND TOTAL					-	1,285,382
TECHNOLOGY REPLACEMENT FUND	90016	129006	45	PERMIT SYSTEM REPLACEMENT		148,524
216 - TECHNOLOGY REPLACEMENT FUND TOTAL					-	148,524
FIRE FACILITIES	10006	121001	45	FIRE STATION 1 RELOCATION		5,971,044
220 - FIRE FACILITIES FUND TOTAL					-	5,971,044
TRAFFIC MITIGATION	20004	002503	45	DEVELOPER REIMBURSEMNT-TMF		1,179,580
TRAFFIC MITIGATION	20004	072515	45	WASHINGTON/ANDORA WIDENING		2,685,628
TRAFFIC MITIGATION	00221	102508	76	INDUSTRIAL AVE BRIDGE REPLACEM	843,974	-
TRAFFIC MITIGATION	20004	102508	45	INDUSTRIAL AVE BRIDGE REPLACEM		448,625
TRAFFIC MITIGATION	00221	112503	76	OAKRIDGE BRIDGE REPL- STATE	91,173	-
TRAFFIC MITIGATION	00221	112503	77	OAKRIDGE BRIDGE REPL - FED	2,965,755	-
TRAFFIC MITIGATION	20004	112503	45	OAKRIDGE BRIDGE REPLACEMENT		3,281,499
TRAFFIC MITIGATION	20004	152501	45	BLUE OAKS-PLEASNT GR CMS PROJ		148,153

**CIP Carry Forward Budget Adjustment
FY2016-17 to FY2017-18**

Fund	GL org#	Project #	Act	Project Description	Revenue	Expense
TRAFFIC MITIGATION	20004	162502	45	WOODCREEK OAKS WIDENING		8,996,649
TRAFFIC MITIGATION	20004	162504	45	ATL/EUREKA I80 WB ONRAMP		230,744
TRAFFIC MITIGATION	00221	972505	70	CIRBY WAY/ROSEVILLE RD	108,377	-
TRAFFIC MITIGATION	20004	972505	45	CIRBY WAY/ROSEVILLE RD		843,704
TRAFFIC MITIGATION	90003	969001	45	CITY TRAFFIC MODEL UPDATE		10,725
221 - TRAFFIC MITIGATION FUND TOTAL					4,009,279	17,825,306
PUBLIC FACILITIES	10005	091003	45	WRSP COMMUNITY CENTER		319,191
PUBLIC FACILITIES	10005	151001	45	OAK STREET PARKING GARAGE		8,006,665
PUBLIC FACILITIES	10005	151002	45	DOWNTOWN BLDG-316 VERNON ST		811,132
PUBLIC FACILITIES	90006	139002	45	DOWNTOWN PEDESTRIAN BRIDGE		88,733
222 - PUBLIC FACILITIES FUND TOTAL					-	9,225,721
UTILITY EXPLORATION CENTER	90012	099003	45	UEC-CAPITAL REPLACEMENT		714,418
227 - UTILITY EXPLORATION CENTER FUND TOTAL					-	714,418
CITY-WIDE PARK FUND-WRSP	50105	155006	45	SPORTS PARK COMPLEX		3,950,008
CITY-WIDE PARK FUND-WRSP	50105	165002	45	FIDDYMENT HOUSES		163,787
CITY-WIDE PARK FUND-WRSP	50105	175001	30	FIDDYMENT PARCEL 54		80,000
CITY-WIDE PARK FUND-WRSP	50105	175002	30	WRSP THREE-PLEX BASEBALL		80,000
229 - CITY-WIDE PARK FUND - WRSP TOTAL					-	4,273,796
CITY-WIDE PARKS	50101	045001	45	CENTRAL PARK-PHASE ONE		1,342,961
CITY-WIDE PARKS	50101	165001	45	STORAGE UNITS		77,287
230 - CITY-WIDE PARKS FUND TOTAL					-	1,420,248
PARK DEVELOPMENT-INFILL	50001	175004	30	CIVIC PLAZA AT ROYER PARK		75,000
PARK DEVELOPMENT-INFILL	50001	175005	45	SAUGSTAD SKATE TRACK		150,000
231 - PARK DEVELOPMENT-INFILL FUND TOTAL					-	225,000
PARK DEVELOPMENT-NCRSP	50041	155002	45	NC-57 NEIGHBORHOOD PARK		178,004
234 - PARK DEVELOPMENT-NCRSP FUND TOTAL					-	178,004
PARK DEVELOPMENT-STONERIDGE	50081	035003	45	HARRY CRABB PARK		2,242,960
238 - PARK DEVLPMNT-STONERIDGE FUND TOTAL					-	2,242,960
PARK DEVELOPMENT-WRSP	50011	155001	45	STIZZO-F-50 PARK		1,926,329

**CIP Carry Forward Budget Adjustment
FY2016-17 to FY2017-18**

Fund	GL org#	Project #	Act	Project Description	Revenue	Expense
PARK DEVELOPMENT-WRSP	50011	175003	30	SIERRA CROSSING PARK (W-50A)		51,217
PARK DEVELOPMENT-WRSP	50011	175007	45	ASTILL NEIGHBORHOOD IMPROVMNT		546,620
PARK DEVELOPMENT-WRSP	50012	179007	45	WRSP PARCEL W-81 BIKE TRAIL, 1		531,547
243 - PARK DEVELOPMENT-WRSP FUND TOTAL					-	3,055,714
PLEASANT GROVE DRAINAGE BASIN	90010	029001	45	PLEASANT GROVE RETENTION BASIN		476,126
PLEASANT GROVE DRAINAGE BASIN	90010	172001	45	2016 FEE UPDATE		97,887
250 - PLEASANT GROVE DRAINAGE BASIN FUND TOTAL					-	574,013
HIGHWAY USERS TAX FUND	20009	172501	45	2017 ARTERIAL RESURFACING		2,842,610
252 - HIGHWAY USERS TAX FUND TOTAL					-	2,842,610
ROADWAY FUND	00253	152503	76	BRIDGE PREVENTATIVE MAINT PROJ	716,861	-
ROADWAY FUND	20010	152503	45	BRIDGE PREVENTATIVE MAINT PROJ		890,482
ROADWAY FUND	00253	152509	70	2015 RSTP ARTERIAL MICROSUR	2,553,480	-
ROADWAY FUND	20010	152509	45	2015 RSTP ARTERIAL MICROSUR		888,100
ROADWAY FUND	20010	162501	45	2017 RESIDENTIAL RESURFACING		97,852
ROADWAY FUND	20010	162505	45	2017 ARTERIAL ADA RAMPS		48,588
ROADWAY FUND	20010	172503	45	ROLLER COMPACTED CONCRETE PLT		8,212,306
253 - ROADWAY FUND TOTAL					3,270,341	10,137,327
BUILDING	10001	051003	45	LIBRARIES REMODEL		411,643
BUILDING	10001	171001	30	401 OAK IMPROVEMENTS		19,126
301 - BUILDING FUND TOTAL					-	430,769
GENERAL CIP REHAB FUND	90017	159002	45	ENTERPRISE RESOURCE PLANNING		4,005,608
GENERAL CIP REHAB FUND	90017	169006	45	800MHZ RADIO SYSTEM REPL		4,013,935
GENERAL CIP REHAB FUND	00310	179008	79	COMMUNITY PIPELINE SAFETY INIT	10,000	-
GENERAL CIP REHAB FUND	90017	179008	45	COMMUNITY PIPELINE SAFETY INIT		7,093
GENERAL CIP REHAB FUND	90017	179010	45	CHILDRENS ART CENTER		31,151
GENERAL CIP REHAB FUND	90017	179011	45	BULJAN SCHOOL STUDENT UNION		879
GENERAL CIP REHAB FUND	90017	179012	45	SPORTS COURT		73,360
GENERAL CIP REHAB FUND	90017	179013	45	RECREATION SOFTWARE		147,261
GENERAL CIP REHAB FUND	90017	179015	45	MAIDU TRAIL IMPROVEMENTS		28,786

**CIP Carry Forward Budget Adjustment
FY2016-17 to FY2017-18**

Fund	GL org#	Project #	Act	Project Description	Revenue	Expense
310 - GENERAL CIP REHAB FUND TOTAL					10,000	8,308,072
PARKS, REC & LIBRARY CAPITAL	00315	175401	70	RAC POOL RE-PLASTER & DECK REP	500,000	-
PARKS, REC & LIBRARY CAPITAL	50207	175401	45	RAC POOL RE-PLASTER & DECK REP		1,200,000
315 - PARKS, REC & LIBRARY CAPITAL FUND TOTAL					500,000	1,200,000
BLUE OAKS BLVD FUND	20502	172550	45	BLUE OAKS BLVD PROJECT		700,000
320 - BLUE OAKS BLVD FUND TOTAL					-	700,000
TRANSIT	00440	099011	77	SIERRA GARDENS TRS POINT IMP	122,293	-
TRANSIT	90009	099011	45	SIERRA GARDENS TRS POINT IMP		358,483
TRANSIT	00440	099012	76	LOUIS/ORLANDO TRS - STATE	722,847	-
TRANSIT	00440	099012	77	LOUIS/ORLANDO TRS - FED	1,516,639	-
TRANSIT	00440	099012	79	LOUIS/ORLANDO TRS - OTHR AGENCY	132,333	-
TRANSIT	90009	099012	45	LOUIS/ORLANDO TRS POINT IMP		2,697,604
TRANSIT	90009	159004	45	BUS PURCHASES-4 BUSES-GILLIG		147,686
TRANSIT	90009	179002	45	TAYLOR RD COMMUTER BUS STOP		90,000
TRANSIT	90009	179003	30	ACTIVE TRANS PLAN UPDATES		175,000
TRANSIT	90009	179004	30	TRANSIT PLAN UPDATE		175,000
440 - TRANSIT FUND TOTAL					2,494,112	3,643,772
TRANSPORTATION	90004	099004	45	DRY CRK GREENWY COMM PLAN/OUTR		1,050,773
TRANSPORTATION	90004	099005	45	FOOTHILLS BUSINESS PARK BIKETR		59,658
TRANSPORTATION	90004	099006	45	BIKE PARKING PROGRAM		58,396
TRANSPORTATION	00441	109001	70	OAK ST EXT-MINERS RAVINE TRAIL	464,442	-
TRANSPORTATION	90004	109001	32	OAK ST EXT-MINERS RAVINE TRAIL		525,244
TRANSPORTATION	00441	119001	77	HARDING-ROYER TRAIL SEGMENT 3	155,857	-
TRANSPORTATION	90004	119001	45	HARDING-ROYER TRAIL SEGMENT 3		1,016,812
TRANSPORTATION	90004	129001	45	DOWNTOWN TRSFR STATION RECONST		123,965
TRANSPORTATION	00441	129005	77	DOWNTOWN REPLACEMENT BRIDGE PR	511,306	-
TRANSPORTATION	90004	129005	45	DOWNTOWN REPLACEMENT BRIDGE PR		263,220
TRANSPORTATION	90004	159005	45	HARDING-ROYER TRAIL SGMNT4		39,892
TRANSPORTATION	90004	169001	45	MINERS RAV TR SHOULDER-SUNRISE		82,271

**CIP Carry Forward Budget Adjustment
FY2016-17 to FY2017-18**

Fund	GL org#	Project #	Act	Project Description	Revenue	Expense
TRANSPORTATION	90004	169003	45	MAIDU PARK TRAIL REPAIR		368,084
TRANSPORTATION	90004	169004	45	PL GRV CRK TRAIL GAP CLOSURE		180,000
TRANSPORTATION	90004	169005	45	PED/BIKE BRIDGE INSPEC/RATING		124,418
441 - TRANSPORTATION FUND TOTAL					1,131,605	3,892,733
GOLF IMPROVEMENT FUND	50503	065501	45	DIAMOND OAKS GOLF COURSE RENOV		50,414
GOLF IMPROVEMENT FUND	50503	085501	45	WOODCREEK GOLF COURSE		98,407
452 - GOLF IMPROVEMENT FUND TOTAL					-	148,821
SOLID WASTE	30900	113901	45	UEC-IDEASCAPE		2,082,027
460 - SOLID WASTE FUND TOTAL					-	2,082,027
WASTEWATER	30501	093501	45	EU SOFTWARE APPLICATION UPGRDS		1,469,863
WASTEWATER	30501	173505	32	SOFTWARE APPLICATION UPGRADES		300,000
WASTEWATER	30505	173501	45	ROOF REHAB AT DCWWTP FAC		20,755
WASTEWATER	30505	173502	45	FOOTHILLS BLVD 42IN RGNL SWR		110,000
WASTEWATER	30505	173503	45	DCWWTP DIGESTER 1 ROOF REHAB		355,000
470 - WASTEWATER FUND TOTAL					-	2,255,618
WASTEWATER REHAB FUND	30503	043505	45	WASTEWATER SYSTEM MODEL		6,804
WASTEWATER REHAB FUND	00474	103501	78	SCADA SYSTEM REPLACEMENT	481,599	-
WASTEWATER REHAB FUND	30503	103501	45	SCADA SYSTEM REPLACEMENT		4,565,273
WASTEWATER REHAB FUND	30503	123503	45	ATKINSON ST AT DRY CRK WW PIPE		310,791
WASTEWATER REHAB FUND	30503	133501	45	CIPP SEWER REHABILITATION-2013		1,878,971
WASTEWATER REHAB FUND	30503	143501	45	SHADOWBROOK LIFT STATION & FOR		229,394
WASTEWATER REHAB FUND	00474	153505	70	DCWWTP PLC REHABILITATION PROJ	145,920	-
WASTEWATER REHAB FUND	30503	153505	45	DCWWTP PLC REHABILITATION PROJ		392,964
WASTEWATER REHAB FUND	30503	163502	45	2018 SEWER COLL SYS CIPP REHAB		667,575
WASTEWATER REHAB FUND	00474	163504	70	WW INTERCEPTOR CLEANING PROJ	36,190	-
WASTEWATER REHAB FUND	30503	163504	45	WW INTERCEPTOR CLEANING PROJ		89,669
WASTEWATER REHAB FUND	00474	163505	70	WW INTERCEPTOR INSP/COND/CLEAN	114,930	-
WASTEWATER REHAB FUND	30503	163505	45	WW INTERCEPTOR INSP/COND/CLEAN		312,590
WASTEWATER REHAB FUND	00474	163506	70	WWTP CONDITION ASSESS	133,903	-

**CIP Carry Forward Budget Adjustment
FY2016-17 to FY2017-18**

Fund	GL org#	Project #	Act	Project Description	Revenue	Expense
WASTEWATER REHAB FUND	30503	163506	45	WWTP CONDITION ASSESS		674,393
WASTEWATER REHAB FUND	30503	163508	45	MAXIMO/GRANITE XP INTGRT DB MG		150,000
WASTEWATER REHAB FUND	30503	163509	45	DCWWTP NITRATE REDUCTION		1,184,897
WASTEWATER REHAB FUND	30503	173506	45	HISTORICAL DATA REPOSITORY UP		3,688,385
WASTEWATER REHAB FUND	30503	173510	30	DRY CREEK WWTP CONGENERATION		790,354
474 - WASTEWATER REHABILITATION FUND TOTAL					912,542	14,942,061
WATER	30001	173001	20	ADVANCED METERING INFRST-AMI		922,900
480 - WATER FUND TOTAL					-	922,900
WATER CONSTRUCTION	30002	023001	45	AQUIFER STORAGE/RECOVERY PROG		437,979
WATER CONSTRUCTION	30002	043001	45	WATER TREATMENT PLANT EXP #3		99,377
WATER CONSTRUCTION	00481	043002	76	WOODCREEK NORTH WELL	40,000	-
WATER CONSTRUCTION	30002	043002	45	WOODCREEK NORTH WELL		682,809
WATER CONSTRUCTION	00481	053005	70	GROUNDWATER MGMT PLAN	74,993	-
WATER CONSTRUCTION	00481	053005	79	GROUNDWATER MGMT PLAN - OTHER AGE	125,000	-
WATER CONSTRUCTION	30002	053005	45	GROUNDWATER MANAGEMENT PLAN		462,465
WATER CONSTRUCTION	30002	063001	45	WEST SIDE TANK/PUMP STN PROJ		13,240,991
WATER CONSTRUCTION	30002	113002	45	INTEGR REG WTR MGMT PROP84WELL		290,587
WATER CONSTRUCTION	30002	143001	45	INTERTIE-ZN 4 PMP BCK PMP STN		236,105
WATER CONSTRUCTION	30002	153003	45	REGIONAL WTR SUPPLY RELIAB STD		554,557
WATER CONSTRUCTION	30002	173002	45	WELL 9 PUMP STATION PROJ		998,390
481 - WATER CONSTRUCTION FUND TOTAL					239,993	17,003,260
WATER REHABILITATION FUND	30003	153001	45	SUNRISE AVE-I80 21 IN WTR COND		150,000
WATER REHABILITATION FUND	30003	153002	45	ARC FLASH MITIGATION-REMOTE		338,066
WATER REHABILITATION FUND	30003	163001	45	ATLANTIC ST 6/12 IN RR XING		299,734
WATER REHABILITATION FUND	30003	163002	45	WATER FACILITIES COND ASSESS		300,000
WATER REHABILITATION FUND	30003	173003	45	SUNRISE AVE 24IN WTR SYS REHB		1,113,111
WATER REHABILITATION FUND	30003	173004	45	WTR TRMT PLT 2MG TANK REHAB		1,522,813
482 - WATER REHABILITATION FUND TOTAL					-	3,723,724
ELECTRIC CONSTRUCTION	40002	134004	98	ELECTRIC REHAB RELAY REPL		223,808

**CIP Carry Forward Budget Adjustment
FY2016-17 to FY2017-18**

Fund	GL org#	Project #	Act	Project Description	Revenue	Expense
ELECTRIC CONSTRUCTION	40002	134005	98	CABLE REPLACEMENT-REHAB		11,359
ELECTRIC CONSTRUCTION	40002	134008	45	60KV RESTRINGING		88,404
ELECTRIC CONSTRUCTION	40002	144001	45	DOUGLAS SUBSTN REHAB/NETWORK		1,088,463
ELECTRIC CONSTRUCTION	40002	144008	45	REHAB FAILURE REPL-CONTRL SYS		665,381
ELECTRIC CONSTRUCTION	40002	144009	45	REHAB COMMUNICATIONS EQUIP		166,480
ELECTRIC CONSTRUCTION	40002	164003	45	FIDDYMENT DFR REPL		54,546
ELECTRIC CONSTRUCTION	40002	164004	45	RSVL PWR PLNT 2 REHAB		1,420,122
ELECTRIC CONSTRUCTION	40002	164006	45	CT GEAR REPLACEMENT		455,351
ELECTRIC CONSTRUCTION	40002	174001	45	PARK SBSTN TRNSFRM REPL		1,320,807
ELECTRIC CONSTRUCTION	40002	174002	45	CIRBY-DOUGLAS-BERRY FIBER ADD		31,438
ELECTRIC CONSTRUCTION	40002	174004	45	FIBER STORAGE LOOP REBUILD		44,131
ELECTRIC CONSTRUCTION	40002	174005	45	ATTEMPERATOR REDESIGN-INSTALL		342,976
ELECTRIC CONSTRUCTION	40002	174006	30	ZLD IMPROVEMENTS		198,799
ELECTRIC CONSTRUCTION	40002	174101	98	LOAD MANAGEMENT PROJECT		1,800
ELECTRIC CONSTRUCTION	40002	174102	45	ADVANCED METERING INFRASTRUCTR		773,485
ELECTRIC CONSTRUCTION	40002	174103	30	CIS REPLACEMENT		1,029,151
ELECTRIC CONSTRUCTION	40002	174104	45	DOWNTOWN SPEC PLAN-ELEC ADDTN		100,000
ELECTRIC CONSTRUCTION	40002	174105	45	SIERRA VISTA SUBSTATION		2,380,593
ELECTRIC CONSTRUCTION	40002	174106	98	SCADA SYS UPGR/CYBER SECURITY		26,937
ELECTRIC CONSTRUCTION	40002	174108	30	ELECTRIC DISPATCH CENTER		500,000
ELECTRIC CONSTRUCTION	40002	174109	30	COMMUNITY SOLAR PROJECT		233,041
491 - ELECTRIC CONSTRUCTION FUND TOTAL					-	11,157,070
GRAND TOTAL					\$ 12,893,176	\$ 136,858,437

**CIP Carry Forward "Transfers" Budget Adjustment
FY2016-17 to FY2017-18**

In Fund #	In Fund Name	Out Fund #	Out Fund Name	Project #	Amount
00100	GENERAL FUND	00310	GENERAL CIP REHAB FUND	059001	442,116
00100	GENERAL FUND	00201	STATE GASOLINE TAX	079005	15,767
00100	GENERAL FUND	00209	UTILITY IMPACT REIMB FUND	079005	22,356
00100	GENERAL FUND	00225	TRAFFIC SIGNAL MAINTENANCE FD	079005	6,713
00100	GENERAL FUND	00252	HIGHWAY USERS TAX FUND	079005	21,427
00100	GENERAL FUND	00310	GENERAL CIP REHAB FUND	079005	1,325
00100	GENERAL FUND	00460	SOLID WASTE	079005	12,533
00100	GENERAL FUND	00470	WASTEWATER	079005	43,797
00100	GENERAL FUND	00474	WASTEWATER REHABILITATION	079005	55,530
00100	GENERAL FUND	00481	WATER CONSTRUCTION	079005	95,546
00100	GENERAL FUND	00490	ELECTRIC OPERATIONS FUND	079005	124,947
00100	GENERAL FUND	00491	ELECTRIC CONSTRUCTION FUND	079005	63,145
00100	GENERAL FUND	00501	AUTOMOTIVE SERVICES	079005	2,466
00100	GENERAL FUND	00502	AUTOMOTIVE REPLACEMENT	079005	1,969
00100	GENERAL FUND	00480	WATER	079005	4,421
00100	GENERAL FUND	00460	SOLID WASTE	109002	22,475
00110	STRATEGIC IMPROVEMENT FUND	00215	ANIMAL CONTROL SHELTER FUND	109003	659
00110	STRATEGIC IMPROVEMENT FUND	00222	PUBLIC FACILITIES	109003	1,990,098
00110	STRATEGIC IMPROVEMENT FUND	00222	PUBLIC FACILITIES	179001	420,000
00201	STATE GASOLINE TAX	00252	HIGHWAY USERS TAX FUND	082001	13,899
00216	TECHNOLOGY FEE REPLACEMENT FND	00100	GENERAL FUND	129006	35,900
00220	FIRE FACILITIES	00441	TRANSPORTATION	121001	325,000
00221	TRAFFIC MITIGATION	00253	ROADWAY FUND	102508	1,247
00221	TRAFFIC MITIGATION	00201	STATE GASOLINE TAX	162502	422,221
00221	TRAFFIC MITIGATION	00441	TRANSPORTATION	162502	51,220
00221	TRAFFIC MITIGATION	00682	NWRLLD ZONE A	162502	5,944
00221	TRAFFIC MITIGATION	00696	NRCFD 2 SD ZONE A	162502	2,116
00221	TRAFFIC MITIGATION	00697	NRCFD 2 SD ZONE B	162502	1,955
00221	TRAFFIC MITIGATION	00698	NRCFD 2 SD ZONE C	162502	5,043
00222	PUBLIC FACILITIES	00229	CITY-WIDE PARK FUND-WRSP	091003	138,969
00222	PUBLIC FACILITIES	00310	GENERAL CIP REHAB FUND	139002	88,733
00222	PUBLIC FACILITIES	00212	DOWNTOWN PARKING FUND	151001	1,998,195
00222	PUBLIC FACILITIES	00670	SUCCESSOR AGENCY-RORF	151001	4,125,226
00222	PUBLIC FACILITIES	00390	RFA CAPITAL PROJECTS	151002	43,261
00227	UTIL EXPLORATION CENTER FUND	00460	SOLID WASTE	099003	121,145
00227	UTIL EXPLORATION CENTER FUND	00470	WASTEWATER	099003	121,745
00227	UTIL EXPLORATION CENTER FUND	00480	WATER	099003	121,745
00227	UTIL EXPLORATION CENTER FUND	00490	ELECTRIC OPERATIONS FUND	099003	299,827
00227	UTIL EXPLORATION CENTER FUND	00491	ELECTRIC CONSTRUCTION FUND	099003	49,956
00229	CITY-WIDE PARK FUND-WRSP	00222	PUBLIC FACILITIES	165002	120,789
00231	PARK DEVELOPMENT-INFILL	00310	GENERAL CIP REHAB FUND	175005	50,000
00238	PARK DEVELOPMENT-STONERIDGE	00230	CITY-WIDE PARK	035003	2,164,914
00252	HIGHWAY USERS TAX FUND	00201	STATE GASOLINE TAX	172501	797,926
00253	ROADWAY FUND	00201	STATE GASOLINE TAX	152509	75,153

**CIP Carry Forward "Transfers" Budget Adjustment
FY2016-17 to FY2017-18**

In Fund #	In Fund Name	Out Fund #	Out Fund Name	Project #	Amount
00253	ROADWAY FUND	00441	TRANSPORTATION	152509	80,521
00253	ROADWAY FUND	00201	STATE GASOLINE TAX	172503	341,292
00253	ROADWAY FUND	00221	TRAFFIC MITIGATION	172503	1,462,679
00253	ROADWAY FUND	00250	PLEASANT GROVE DRAINAGE BASIN	172503	1,657,703
00253	ROADWAY FUND	00441	TRANSPORTATION	172503	4,750,633
00301	BUILDING	00310	GENERAL CIP REHAB FUND	051003	411,643
00310	GENERAL CIP REHAB FUND	00474	WASTEWATER REHABILITATION	169006	1,326
00310	GENERAL CIP REHAB FUND	00481	WATER CONSTRUCTION	169006	772
00310	GENERAL CIP REHAB FUND	00491	ELECTRIC CONSTRUCTION FUND	169006	5,515
00315	PARKS, REC & LIBRARY CAPITAL	00310	GENERAL CIP REHAB FUND	175401	700,000
00440	TRANSIT	00253	ROADWAY FUND	099011	185,696
00452	GOLF IMPROVEMENT FUND	00450	DIAMOND OAKS GOLF COURSE FUND	065501	46,557
00452	GOLF IMPROVEMENT FUND	00451	WOODCREEK OAKS GOLF CLUB FD	085501	73,189
00460	SOLID WASTE	00462	SOLID WASTE CAPITAL PURCHASE	113901	694,009
00460	SOLID WASTE	00474	WASTEWATER REHABILITATION	113901	694,009
00460	SOLID WASTE	00481	WATER CONSTRUCTION	113901	694,009
00470	WASTEWATER	00460	SOLID WASTE	093501	433,557
00470	WASTEWATER	00480	WATER	093501	433,556
00470	WASTEWATER	00474	WASTEWATER REHABILITATION	173501	20,755
00470	WASTEWATER	00474	WASTEWATER REHABILITATION	173502	69,674
00470	WASTEWATER	00474	WASTEWATER REHABILITATION	173503	224,857
00470	WASTEWATER	00460	SOLID WASTE	173505	100,000
00470	WASTEWATER	00480	WATER	173505	100,000
00474	WASTEWATER REHABILITATION	00470	WASTEWATER	043505	4,841
00474	WASTEWATER REHABILITATION	00482	WATER REHABILITATION	103501	287,336
00474	WASTEWATER REHABILITATION	00482	WATER REHABILITATION	173506	1,202,172
00480	WATER	00481	WATER CONSTRUCTION	173001	286,099
00481	WATER CONSTRUCTION	00480	WATER	053005	39,637
00482	WATER REHABILITATION	00252	HIGHWAY USERS TAX FUND	153002	14,708
00482	WATER REHABILITATION	00474	WASTEWATER REHABILITATION	153002	143,715
GRAND TOTAL TRANSFERS					\$ 29,689,873



COUNCIL COMMUNICATION

CC #: 8893

File #: 0709-02-01

Title: Housing Authority Status Report - Housing Choice Voucher Program Activity

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

Meeting Date: 12/6/2017

Item #: 7.23.

RECOMMENDATION TO COUNCIL

The City Council, acting as the Roseville Housing Authority Board, is not required to take any action on this item. This report is for informational purposes only.

BACKGROUND

High Performer Recognition

HUD requires the Roseville Housing Authority (RHA) to measure its performance in the Housing Choice Voucher program by annually submitting the Section 8 Management Assessment Program (SEMAP) report. The annual SEMAP report is due 60 days after the close of the fiscal year. In August, the RHA submitted the FY2016/17 SEMAP report. Recently, the Roseville Housing Authority received its final score. RHA has a score of 100 percent and is a High Performer under federal criteria. RHA has been a High Performer for the past 14 years.

Quarterly Report

Pursuant to the Bylaws of the Roseville Housing Authority, the Authority is required to hold its quarterly meeting the first Wednesday of March, June, September, and December, or as soon as possible thereafter. Staff has prepared the following Status Report regarding lease-up activity for the Housing Choice Voucher (HCV) Program. The RHA is authorized to provide rental assistance to very-low income families in both Roseville and Rocklin. There are 121 of Roseville Housing Authority Housing Choice Vouchers leased-up in the City of Rocklin.

The HCV Program provides income-qualified households in Roseville and Rocklin with rental assistance. This assistance is utilized at any rental unit in city limits with a willing landlord that meets program housing quality standards. This rental assistance ensures that the household is able to afford rent and live in safe, decent housing.

The RHA is authorized to provide 663 households with HCV rental assistance. This total includes 75 vouchers allocated to the RHA specifically for families on our waiting list with a head-of-household or spouse that are non-elderly and disabled (NED vouchers), and 26 Veterans' Affairs Supportive Housing (VASH) vouchers used with veteran households that come by referral from the Veterans' Affairs (VA) Department. As of September 30, 2017, 63 of the NED vouchers were leased and 22 of the VASH vouchers were leased. All 26 VASH vouchers are projected to

be leased by December. The Roseville Housing Authority also administers the Family Self-Sufficiency (FSS) Program which is a component of the HCV Program. The FSS Program provides assistance to families who are working to become free of all public assistance. The Roseville Housing Authority has 27 families enrolled in this program.

The HCV Program is federally-funded through the US Department of Housing and Urban Development (HUD). In September, HUD issued a Notice of Funding Opportunity to apply for additional VASH vouchers. The RHA worked with the VA partner office and submitted a letter of interest for an additional 15 VASH vouchers. No announcements regarding funding have been made. The RHA expects to receive more information in early 2018 regarding this process.

The term “lease-up” refers to the number of families receiving rental assistance from the Roseville Housing Authority; lease-up is tracked on a calendar-year basis. The lease-up rate can fluctuate on a monthly basis in order to maintain up to an annual average of 100% of the allocated vouchers. To be in compliance with HUD’s regulations, the lease-up rate for a calendar year cannot exceed 100% of its allocation of vouchers (per voucher type) or 100% of its annual budget authority, plus available reserves. As of September 30, 2017, the lease-up rate for the regular vouchers was 97.4%; the rate for NED vouchers was 90.2%, and the rate for VASH vouchers was 66.7%. Beginning July 2017, staff implemented a plan to increase voucher issuance in the months of August, September, and October with the goal of increasing the lease up of vouchers. Currently, there are 46 vouchers issued to families looking for housing who have not yet leased up.

This table provides a monthly summary of the RHA’s voucher programs, with an overview of calendar year 2017:

	HUD Regular Voucher Allocation (562)	Actual Lease-up of Regular Vouchers	HUD Non- Elderly Disabled Voucher Allocation (75)	Actual Lease-up of Non-Elderly Disabled Vouchers	HUD Allocation of VASH Vouchers (26)	Actual Lease-up of VASH Vouchers
January 2017	562	562	75	72	26	12
February 2017	562	559	75	71	26	13
March 2017	562	553	75	70	26	13
April 2017	562	547	75	68	26	15
May 2017	562	537	75	68	26	16
June 2017	562	536	75	67	26	20
July 2017	562	540	75	66	26	23
August 2017	562	542	75	64	26	22
September 2017	562	553	75	63	26	22
YTD Total	5,058	4,929	675	609	234	156
YTD % Leased	97.4%		90.2%		66.7%	

FISCAL IMPACT

The HCV Program is federally-funded through the US Department of Housing and Urban Development (HUD). Through this HUD-funded program, the RHA provides an important social service locally to ensure safe and affordable housing for our residents. Safe and affordable housing is an essential component to the foundation of our community's economic stability. Provision of rental assistance through this program also infuses \$4.1 million into the local economy.

This Housing Authority status report does not create any additional cost to the City's General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Estimates of total employment created can be based on expenditure data, consistent with guidance from the Council of Economic Advisers (CEA), a three-member council that analyzes and interprets economic developments, and advises the President of the United States on national economic policy.

Total employment not only includes direct and indirect jobs, but also induced jobs. CEA estimates that total employment is increased by one job-year for every \$92,000 in direct government spending.

Based on the federal guideline of one job for every \$92,000 in direct governmental spending, the Roseville Housing Authority's annual budget for rental assistance (over \$4,000,000) will result in approximately 43 jobs created each year.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Suzanne Acrell, Housing Analyst

Chris Robles, Economic Development Director



Rob Jensen, City Manager



COUNCIL COMMUNICATION

CC #: 8905
File #: 0102-10

Title: Resolution of Commendation and Appreciation to Carol Armour
Contact: Ryan Carroll 916-774-5265 rcarroll@roseville.ca.us

Meeting Date: 12/6/2017
Item #: 7.24.

RECOMMENDATION TO COUNCIL

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

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Ryan Carroll, Deputy City Clerk

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution of Commendation and Appreciation to Carol Armour

City of Roseville RESOLUTION

of COMMENDATION AND APPRECIATION

WHEREAS, Carol Armour began her distinguished career with the City of Roseville on September 1987, as an Information Technology Intern; and

WHEREAS, Carol held many positions throughout her career, including Programmer/Analyst I & II, Systems Analyst I & II, and Business Systems Analyst II; and

WHEREAS, Carol was the lead technical analyst for Roseville utility billing and has supported the full range of City systems starting with HP midrange computers and COBOL, the public safety system replacement, year 2000 transition, system upgrades, replacements, data conversions, citizen-facing technologies such as Interactive Voice Response and Online Bill Payments, and cloud technologies; and

WHEREAS, Carol worked diligently to support citywide document management, business permits and code enforcement technology, Parks irrigation technology, Recreation course management, and the City's cloud-based day care system; and

WHEREAS, Carol has deservingly received a total of five Pride of Roseville Awards, including the Pride of Roseville Team Award in 1992, the Pride of Roseville Outstanding Work Performance Top Team Award in 1998, the Pride of Roseville Innovation Top Team Award in 2005, and the Pride of Roseville Commendation for Excellence Award in 1994 and in 2010; and

WHEREAS, Carol has been a dedicated employee with her ongoing commitment to making city business run smoothly, and her tireless efforts contributed to keep City billing systems up and keeping information accurate for over 30 years.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that CAROL ARMOUR be commended for her outstanding service and dedication to the City of Roseville, congratulated for her many accomplishments, and wished a long, healthy, and enjoyable retirement.

SIGNED AND APPROVED this 6th day of December, 2017.

SUSAN ROHAN, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 8917
File #: 0102-10

Title: Resolution of Commendation and Appreciation to Jeanne Aujay
Contact: Marissa Ramos 916-774-5266 mramos@roseville.ca.us

Meeting Date: 12/6/2017
Item #: 7.25.

RECOMMENDATION TO COUNCIL

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

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Marissa Ramos, Deputy Clerk

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution of Commendation and Appreciation to Jeanne Aujay

City of Roseville RESOLUTION

COMMENDATION AND APPRECIATION

WHEREAS, Jeanne Aujay, began her distinguished career with the City of Roseville in April 1990 as an Administrative Clerk I in the Fire Department; and

WHEREAS, Jeanne promoted to Administrative Clerk II in the Fire Department in 1991, Account Clerk in 1999, Customer Service Representative in 2000, Fire Technician II in 2005, Permit Technician I in 2012, and Permit Technician II in 2013; and

WHEREAS, Jeanne achieved her Fire Prevention 1A, 1B, and 1C certifications in 1997 and 1998 from the California State Fire Marshal's office, and obtained her Permit Technician certification from the International Code Council in 2013; and

WHEREAS, Jeanne significantly contributed to the early advancement of the Fire Department's use of technology in day to day operations, and was instrumental in administering and maintaining Fire information systems, administering fireworks permits, filing maintenance records, as well as managing incident data; and

WHEREAS, Jeanne was instrumental in the development of the City's first electronic plan check system in the Development Services Department; and

WHEREAS, Jeanne was the deserving recipient of countless Development Services Department customer service awards, and was nominated for the distinguished Pride of Roseville Award in 2017; and

WHEREAS, Jeanne is retiring after 27.5 years of honorable service to the citizens of Roseville and she will be greatly missed and remembered by all of her friends and coworkers; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **JEANNE AUJAY** be commended for her outstanding service and dedication to the City of Roseville, congratulated for her many accomplishments, and wished a long, healthy, and enjoyable retirement.

SIGNED AND APPROVED this 6th of December, 2017.

SUSAN ROHAN, MAYOR

ATTEST:

**SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA**





COUNCIL COMMUNICATION

CC #: 8906
File #: 0102-10

Title: Resolution of Commendation and Appreciation to Patrick Grass
Contact: Ryan Carroll 916-774-5265 rcarroll@roseville.ca.us

Meeting Date: 12/6/2017
Item #: 7.26.

RECOMMENDATION TO COUNCIL

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

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Ryan Carroll, Deputy City Clerk

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution of Commendation and Appreciation to Patrick Grass

City of Roseville

RESOLUTION

of

COMMENDATION AND APPRECIATION

WHEREAS, Patrick Grass began his career with the City of Roseville in July 1992 as a Golf Course Maintenance Worker II in the Parks and Recreation Department at the Diamond Oaks Golf Course where his responsibilities included caring for and maintaining the greens, fairways, and other facilities on the golf course; and

WHEREAS, Patrick was transferred to the Parks Maintenance Division of the Parks and Recreation Department in 1996 where his responsibilities included maintaining the city parks, landscapes, and grounds of city facilities; and

WHEREAS, Patrick promoted to Parks Maintenance Leadworker in March 1999, subsequently retitled to Parks Senior Maintenance Worker, where his responsibilities included leading crews in maintaining and repairing City parks and facilities, maintaining the City's pools, providing logistical support for special events, and performing maintenance contract inspections; and

WHEREAS, Patrick deservingly received three Pride of Roseville awards, for Outstanding Work Performance team award in 2000 for his work with the Aquatics programs, in 2009 for his work on converting the Mahany softball field's turf, and the Pride of Roseville Emergency Response Award in 2011 for helping a young man who was suffering from dehydration and heat illness; and

WHEREAS, Patrick diligently obtained several certificates including Certified Pool Operator, Forklift Operator, Class A license and Qualified Pesticide Applicator; and

WHEREAS, Patrick Grass is retiring after 25 years of faithful and dedicated service to the citizens of Roseville and the Parks, Recreation & Libraries Department and will be truly missed by all his friends and co-workers.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that PATRICK GRASS be commended for his outstanding service and dedication to the City of Roseville, congratulated for his many accomplishments, and wished a long, healthy, and enjoyable retirement.

SIGNED AND APPROVED this 6th day of December, 2017.

SUSAN ROHAN, MAYOR
ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 8907
File #: 0102-10

Title: Resolution of Commendation and Appreciation to Steven Lindbeck
Contact: Marissa Ramos 916-774-5266 mramos@roseville.ca.us

Meeting Date: 12/6/2017
Item #: 7.27.

RECOMMENDATION TO COUNCIL

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

BACKGROUND

Not Applicable

FISCAL IMPACT

Not Applicable

ECONOMIC DEVELOPMENT / JOBS CREATED

Not Applicable

ENVIRONMENTAL REVIEW

Not Applicable

Respectfully Submitted,

Marissa Ramos, Deputy Clerk

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution of Commendation and Appreciation to Steven Lindbeck

City of Roseville RESOLUTION

of COMMENDATION AND APPRECIATION

WHEREAS, Steven Lindbeck began his career with the City of Roseville on June 24, 2002 as an Associate Planner in the Planning Department; and

WHEREAS, Steven was promoted to Project Planner on August 20, 2005; and

WHEREAS, Steven has faithfully served the citizens of Roseville for the past 15 years, including seven years in Current Planning, three years in Long-Range Planning, and the past five years in Business Services and during his tenure as a planner, Steven has processed over 100 administrative permits and 200 challenging development applications to successful resolution. In his years with Business Services, Steven has maintained the department's web pages, the General Plan and Specific Plan documents, and has provided superior business process support to the department and City; and

WHEREAS, Steven has faithfully served the citizens of Roseville by providing excellent customer service at the City's Permit Center, undertook challenging development applications resulting in continued orderly growth of the city, shaped the implementation of technical advancements, and kept an exemplary attendance record; and

WHEREAS, NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that Steven Lindbeck be commended for his outstanding service and dedication to the City of Roseville, congratulated for his many accomplishments, and wished a long, healthy, and enjoyable retirement.

SIGNED AND APPROVED this 6th of December, 2017.

SUSAN ROHAN, MAYOR

ATTEST:

**SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA**





COUNCIL COMMUNICATION

CC #: 8908
File #: 0102-10

Title: Resolution of Commendation and Appreciation to Jay Warren
Contact: Ryan Carroll 916-774-5265 rcarroll@roseville.ca.us

Meeting Date: 12/6/2017
Item #: 7.28.

RECOMMENDATION TO COUNCIL

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

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Ryan Carroll, Deputy City Clerk

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution of Commendation and Appreciation to Jay Warren

City of Roseville

RESOLUTION

of

COMMENDATION AND APPRECIATION

WHEREAS, Jay Warren, Irrigation Technician, began his distinguished career with the City of Roseville as an Irrigation Specialist in November 2005, reclassified to Senior Park Maintenance Worker in March 2009, and promoted to Irrigation Technician in October 2015; and

WHEREAS, Jay received a certificate of completion from the Utility Training Academy Workshop for Subsurface Utility Locating and Marking Best Practices, and became certified in 2016 by the Irrigation Association as a Water Auditor; and

WHEREAS, Jay deservingly received the Pride of Roseville Commendation for Excellence "Innovation Team" in 2008 for saving 2.8 million gallons of irrigation water during a drought year, the Pride of Roseville Outstanding Work Performance Team Award in 2009 for performing a full conversion of the Mahany Park Softball facilities turf and irrigation, and the Pride of Roseville Outstanding Work Performance Top Team Award in 2012 for helping to save 34% of the city's irrigation water from the 2007 baseline consumption saving the City over \$459,000.00; and

WHEREAS, Jay, who has earned the admiration and respect of his customers, colleagues, and industry professionals for his enthusiasm, professionalism, knowledge and hard work, is retiring and will be greatly missed and remembered by his friends and co-workers.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that JAY WARREN be commended for his outstanding service and dedication to the City of Roseville, congratulated for his many accomplishments, and wished a long, healthy, and enjoyable retirement.

SIGNED AND APPROVED this 6th day of December, 2017.

SUSAN ROHAN, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 8890

File #: 0201-01 & 0704-01

Title: Village Center Park - Budget Adjustment
Contact: Tara Gee 916-774-5253 tgee@roseville.ca.us

Meeting Date: 12/6/2017

Item #: 8.1.

RECOMMENDATION TO COUNCIL

Adopt an ordinance approving the budget adjustment of \$2,200,000.00 for the design and construction of the Village Center Park, located between Pleasant Grove Boulevard and Mayhew Drive in West Roseville.

BACKGROUND

The Village Center Park and the immediate surrounding land uses were rezoned and approved by the Council in September 2017. Rezone approvals included the re-configuration of the 3 acre park site. In consideration of the new land uses, the park's design and construction was brought to the forefront with the goal of beginning construction in Spring 2018. Funding offsets were identified to fully design and construct the park, however, much of the new monies are dependent on the first building permit for the new residential units. As outlined in the Development Agreement, prior to the award of contract for the park, the Developer shall confirm their intentions and the timing to begin home construction so that the necessary funding for the park can be provided and secured. If the start of home construction is delayed, the award of contract for the park could also be delayed.

The budget adjustment formalizes a new Capital Improvement Program (CIP) project and enables staff to utilize one of the three on-call landscape architectural firms, Schmidt Design Group, to perform design services. The on-call contracts were approved by Council in June 2017.

FISCAL IMPACT

Funding for the project includes several sources. Based on the original West Roseville Financing Plan, 60% of the estimated funding is provided by the West Roseville City-wide Park Fund (Fund 229) and the remaining 40% from the West Roseville Neighborhood Park Fund (Fund 243). The 2017 value of the original allocations equals \$960,000.00 (WRSP City-wide Park Fund) and \$640,000.00 (WRSP Neighborhood Park Fund) for a total of \$1,600,000.00.

During the rezoning process, costs identified for the construction of the Village Center Park exceeded the allocated amount. Through the project:

- Additional city-wide and neighborhood park development fees would be generated through the rezone of parcels W-28 and W-29 from commercial to residential
- The proposed Oakmont assisted living development on parcel W-32 agreed to pay city-wide park fees for all non-memory care units
- A Community Benefit Fee would be paid for 16 residential units on Parcels W-28 and W-19
- A Public Benefit Fee would be paid for the residential units on parcels W-28 and W-29
- A General Fund Contribution would be paid for the residential units on parcels W-28 and W-29

As a part of the Council's fee approval, these fees were to be directed toward the Village Center Park, thus bringing the total allocation for design and construction of the project to \$2,200,000.00. Maintenance for the park is funded through the West Roseville Community Facilities District for Service. There is no General Fund impact for this project.

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 budget adjustment for this project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Tara L. Gee, Park Planning & Development Superintendent

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5893

Village Center Park_Budget Adjustment

ORDINANCE NO. 5893

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18
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 2017-18, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Village Center Park project per request of the Parks, Recreation & Libraries Department, as listed on the attached Request for Budget Adjustment in the amount of \$3,213,272.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

USE OF FUNDS

Amount	Account					Description
	GL		Fund	JL		
	Org Key	Object		Project	Activity	
\$ 2,200,000	50105	6130	229	185004	45	Village Center Park Project (Citywide Park Dev - WRSP Fund)
\$ 802,232	00229	3902	229			Transfer in to 229 from 243
\$ 151,680	00229	3902	229			Transfer in to 229 from 110
\$ 59,360	00229	3902	229			Transfer in to 229 from 101
\$ 3,213,272						

SOURCE OF FUNDS

Amount	Account					Description
	GL		Fund	JL		
	Org Key	Object		Project	Activity	
\$ 909,836			229			Available Resources (Citywide Park Dev - WRSP Fund)
\$ 276,892	00229	3661	229			WRSP Citywide Park Fees (\$133,692 res + \$143,220 comm)
\$ 640,000			243			Available Resources (Park Development - WRSP Fund)
\$ 162,232	00243	3660	243			WRSP Neighborhood Park Fees
\$ 802,232	00243	8902	243			Transfer out from 243 to 229
\$ 151,680	00110	3401	110			\$80K Community Benefit Fees + \$71,680 Public Benefit Fees
\$ 151,680	00110	8902	110			Transfer out from 110 to 229
\$ 59,360	00101	3601	101			GF Contribution from Developer
\$ 59,360	00101	8902	101			Transfer out from 101 to 229
\$ 3,213,272						

\$0 Difference between Use and Source

Justification:

The Village Center Park area was rezoned and approved by City Council in September 2017. Construction of the park is slated to begin in Spring 2018. The rezone approval identified several fees to be directed toward the construction of the park. Some of the funding sources are dependent on the first building permit for the new residential units per the Development Agreement. If the start of home construction is delayed, the award contract for the park may also be delayed. Maintenance for the park is funded through the West Roseville Community Facilities District for Services.



COUNCIL COMMUNICATION

CC #: 8845
File #: 0800-04

Title: North Central Roseville Community Facilities District No. 1 - Project Prioritization
Contact: Noah Siviglia 916-746-1379 nsiviglia@roseville.ca.us

Meeting Date: 12/6/2017
Item #: 9.1.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council approve by motion the recommended project prioritization for the use of funds from the North Central Roseville Community Facilities District No. 1 (NCCFD) or provide an alternative project prioritization.

BACKGROUND

With the formation of the NCCFD in 1990, properties within the District began being assessed a special tax for the funding of "pay as you go" improvements within the NCCFD boundary. The NCCFD funded many improvements within the District including roads and water, sewer, and electrical systems. One of the most recent improvements funded with the NCCFD was the Conference Center Drive extension and roundabout. The NCCFD matured on September 1st, 2017 and the remaining funds will be used for eligible projects within the NCCFD boundary. The account balance in the NCCFD is just over \$5.8 million. Staff has identified several needed improvements within the NCCFD and have provided a preliminary priority to each based upon Staff's estimation of value to the community:

Project	Estimated Cost
1. Roseville Parkway Widening from Creekside Ridge Dr to E Gibson Dr	\$7 Million
2. Pleasant Grove Blvd Triple Lefts at Roseville Parkway	\$2 Million
3. Washington Widening north of Andora Union Pacific Overcrossing	\$1.5 Million
4. Gibson Drive Neighborhood Park	\$1 Million
5. Pedestrian Bridge connecting to Galleria Mall	\$2 Million
6. Gibson Drive Parking Lot	\$2 Million

After a detailed review of each of the project's benefits, Staff recommends the funding be used for improvements along the Roseville Parkway corridor with the widening of Roseville Parkway from three to four lanes in each direction between Creekside Ridge Drive and Gibson Drive, and for adding triple left turn lanes from southbound Pleasant Grove onto eastbound Roseville Parkway. This section of the Roseville Parkway corridor experiences heavy traffic congestion on

a daily basis due in part to popular shopping and dining destinations in that area. Staff would plan on using Traffic Mitigation funds to complete the funding for the Roseville Parkway corridor improvements.

The four additional projects on the prioritization list are:

- Widening Washington Boulevard to include four through lanes in both directions from Pleasant Grove Boulevard through Diamond Oaks Road (north of the Union Pacific Railroad "Andora" undercrossing).
- Constructing a small neighborhood park in the Gibson Drive neighborhood.
- Constructing a pedestrian bridge from a bike trail behind the convention center site off of Conference Center Drive to the Ring Road at the Galleria Mall.
- Converting the temporary parking lot at the corner of Gibson Drive and Roseville Parkway to a permanent, fully landscaped parking lot including sidewalk and landscape frontage improvements.

Staff is requesting approval of the proposed prioritized list, or a Council reprioritized list, of NCCFD projects before beginning project design in 2018. Staff will return to council prior to the end of this calendar year to request a budget adjustment for whichever projects funding allows based upon the priorities approved by the Council.

FISCAL IMPACT

The remaining account balance in the NCCFD is approximately \$5.8 million. Staff proposes to fund needed improvements within the boundary of the district based upon available funding and the Council approved prioritization list. Staff will return to Council later this calendar year with budget adjustment requests to fund the highest priority projects.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000.00 in direct government spending. Based on that figure, the projects will create 63 jobs.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The requested resolution does not include the potential for a significant environmental effect, and therefore is not subject to CEQA. Each of the projects identified through this prioritized list will have their own environmental review as they move through the design process.

Respectfully Submitted,

Noah Siviglia, Assistant Engineer

Rhon Herndon, Public Works Director

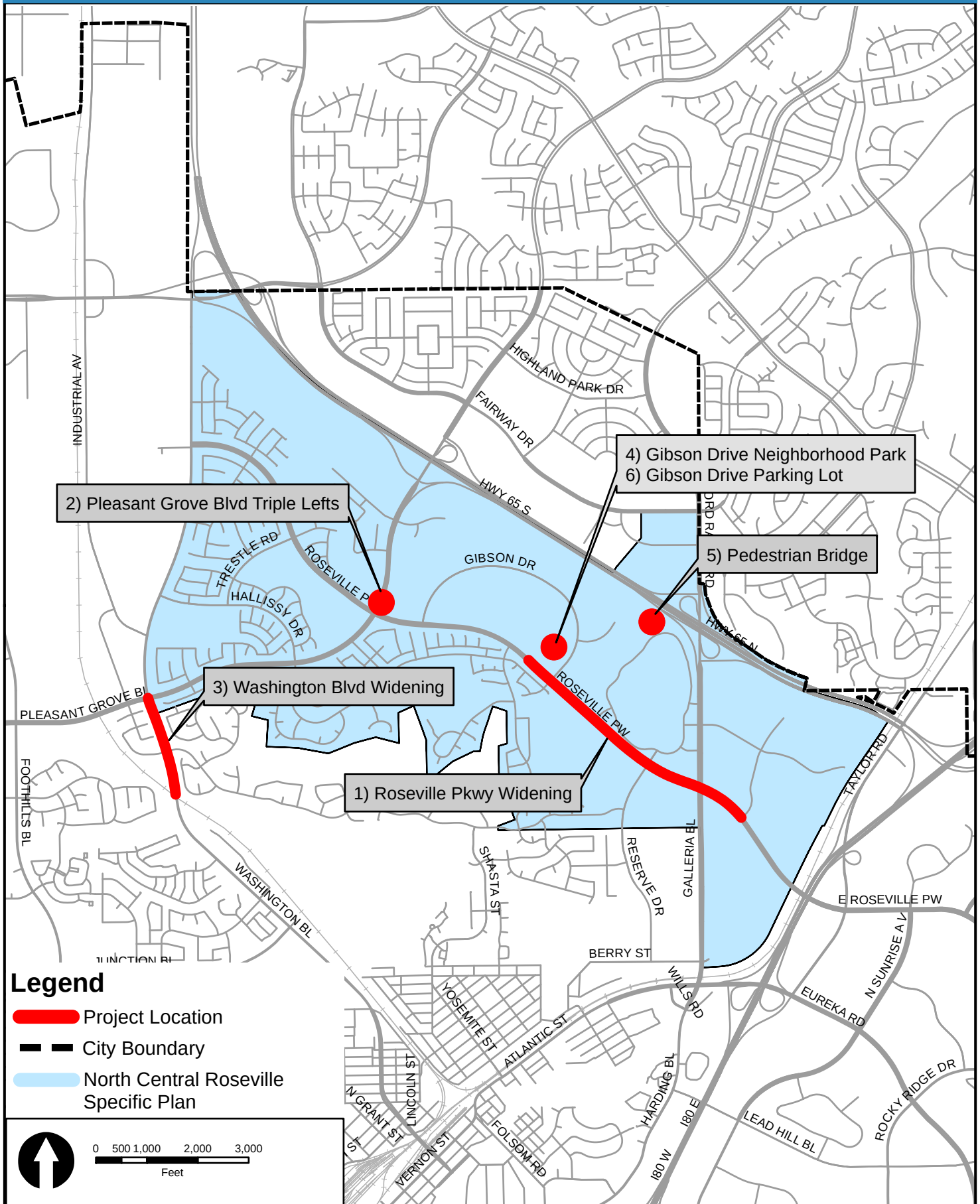


Rob Jensen, City Manager

ATTACHMENTS:

Description

NCRSP Project Location Map





COUNCIL COMMUNICATION

CC #: 8898

File #: 0800-06 & 0102-11

Title: Roadway System Capital Improvements Project Sensitivity Analysis

Contact: Chris Kraft 916-774-5373 ckraft@roseville.ca.us
Scott Gandler 916-774-5439 sgandler@roseville.ca.us

Meeting Date: 12/6/2017

Item #: 9.2.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council review the findings of the attached roadway sensitivity analysis, adopt the Roadway System Capital Improvement Program (CIP) Five-year Sensitivity Analysis as described in the November 6, 2017 DKS Memorandum, direct staff to prioritize and budget for the construction of CIP improvements as identified, and direct staff to come back to Council with a budget adjustment to construct an emergency access road on Phillip Road.

BACKGROUND

In 1989, the City established a Roadway Capital Improvement Program (CIP) and associated Traffic Mitigation Fee (TMF) to address traffic impacts resulting from land development within the City. To date, the CIP has received \$273 million in TMF's and other funding enabling the construction of \$257 million in CIP improvements. CIP projects have typically been identified based on an annual review of congestion points within the roadway system and available funding.

Other development-based needs required to serve new growth are also taken into account and utilize TMF funding.

In conjunction with the ongoing work being completed for the 2035 CIP update, staff worked with the consultant firm of DKS Associates to introduce a five-year sensitivity analysis. The purpose of this analysis is to determine where to spend the limited TMF revenues to get the best overall return on investment to the roadway system. The conclusions of this evaluation allows the Council to make informed decisions regarding which projects the City should invest in.

The Sensitivity Analysis incorporates several key steps and assumptions. These are provided as follows;

- An evaluation of the current traffic patterns and identification of impacted areas.
- Identification of probable commercial development projects and an assumed absorption of residential development for a 5-year horizon.
- A re-run of the traffic model to include the increased 5-year growth assumptions compared to current traffic patterns.

- The incorporation of individual CIP projects not yet constructed into the updated 5-year model to assess the overall traffic benefits of each project (Exhibit A).
- CIP Budget and anticipated revenues for a 5-year horizon based on the assumed growth and previous commitments to the CIP, which estimates a balance of \$18.5m at the end of 5-years (Exhibit B).
- A ranking of the projects based on their positive impacts and cost to construct.

The results of the analysis identified several key projects that would provide the highest overall benefit to the roadway network as measured in a system wide reduction of vehicle hours of delay during the PM peak hour (Exhibit C). Based on the analysis performed the top 3 roadway improvements that provide the greatest benefit are;

- 1 – Blue Oaks Blvd. Bridge widening over Industrial Ave and the RR Tracks - \$17.4m
- 2 – Roseville Parkway Extension, between Washington and Foothills, over the RR Tracks \$34m
- 3 – Taylor Road Extension, between Roseville Pkwy and Rocklin City Limits - \$17.4m

and, the Top 3 signalized intersection improvements that provide the greatest benefit (Exhibit D) are;

- 1 – Foothills Blvd. / Pleasant Grove Blvd.
- 2 – Galleria Blvd. / Roseville Pkwy
- 3 – Sunrise Av. / Cirby Way

During the most recent City Council Goals Workshop, Council took testimony from concerned citizens who suggested that the extension of Blue Oaks Blvd, from Hayden Parkway to Westbrook Blvd. be elevated to a priority CIP project. The focus of concern was the poor emergency response times presently available on improved City streets to provide services to the Westpark Phase 4 neighborhoods from Fire Station 9. In response, staff evaluated the construction responsibilities and costs of the Blue Oaks Blvd extension. As the majority of the Blue Oaks Blvd extension is a construction obligation of the West Plan and Creekview Specific Plans there is no nexus nor funding available within the CIP for the City to construct the developer obligations.

Development Services staff has worked with Fire Department staff to evaluate alternative solutions that would provide improved emergency access to the Westpark Phase 4 neighborhoods. The solution that staff recommends is to provide a temporary emergency vehicle access (EVA) connection from existing Phillip Road to Westbrook Blvd. The cost of the improvement are estimated at \$30k and could be paid for with funds from the City's strategic fund balance. With the installation of the EVA the response time from Fire Station 9 is well within the standard response time. (See Figure 1)

Based on the results of the DKS sensitivity analysis, staff recommends that the Council prioritizes the widening of the Blue Oaks Boulevard Bridge over Industrial Ave, and buildout modifications to the following intersections - Foothills Blvd. / Pleasant Grove Blvd., Galleria Blvd / Roseville Pkwy, Sunrise Av. / Cirby Way, Douglas Blvd / Roseville Pkwy., and Vernon St. / Cirby Way as the most cost effective use of TMF for the next 5-year CIP. To ensure that future funding is maximizing the benefit to the City's circulation system it is recommended that this study be updated every 4 – 5 years to account for changing conditions. Staff further recommends that the Council direct staff to bring forward a budget adjustment for the construction of a temporary EVA connecting Phillip Road to Westbrook Blvd. This EVA will provide the necessary improvements to meet the City's

stated emergency response times to the Westpark Phase 4 development neighborhoods.

FISCAL IMPACT

Approval of the proposed five-year sensitivity analysis will have no fiscal impact on the city's general fund. It is funded entirely by new development through payment of traffic mitigation fees. When implemented, this analysis provides the highest level of return on investment, in the form of increase benefit to the City's circulation network. As identified in this analysis, there is a projected \$18.5m in TMF funds that will be available to construct the improvements listed. Funding is based on a projected level of development, and will be continually monitored.

Improving an EVA that provides for better emergency response times will be addressed as part of a future action. As currently proposed the improvement can be funded through strategic improvement funds or other City funding mechanisms.

ECONOMIC DEVELOPMENT / JOBS CREATED

No jobs will be directly provided 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 change in the environment (CEQA Guidelines §15061(b)(3)). Approval of the Roadway Sensitivity Analysis does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

A separate environmental determination will be made for the Philips Road EVA improvement when the budget adjustment is forwarded to Council as a separate action.

Respectfully Submitted,

Chris Kraft, Engineering Manager

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Exhibit A - Roadway Projects and Associated Costs

Exhibit B - TMF/CIP cash flow projections through 2022

Exhibit C - Ranking of CIP Roadway Projects

Exhibit D - Ranking of CIP Intersection Improvements

Exhibit E - DKS Technical Memo

Figure 1 - Philip Road EVA

Exhibit A

Roadway Projects and Associated Costs

The following nine CIP Roadway projects and associated costs were analyzed to test their overall benefit to the City's Transportation Systems 5-year growth projection.

Roadway Project	Description	Estimated Project Cost
Roseville Parkway Extension	4 lane extension: Washington to Foothills	\$33.7 million
Andora Project	Washington Blvd. Undercrossing	\$30.0 million
<i>City Anticipated Five-Year Fee Revenue</i>		<i>\$19.0 million</i>
Blue Oaks Blvd. Bridge Widening	Widen bridge over Industrial and UPRR to 8 lanes	\$17.4 million
Roseville Parkway Widening 1	Widen w/b to 4 lanes: Gibson to Creekside Ridge	\$11.2 million
Taylor Road Widening	Widen to 4 lanes: Roseville Pkwy to Rocklin	\$9.0 million
Atkinson Road Jug Handle	New "jug handle" connection to Foothills Blvd.	\$8.0 million
Roseville Road Widening	Widen to 4 lanes: Cirby Way to south City limits	\$5.0 million
Pleasant Grove Blvd. Widening	Widen to 6 lanes: Foothills to Woodcreek Oaks	\$4.2 million
Roseville Parkway Widening 2	Widen to 4 lanes: Pleasant Grove to Washington	\$2.0 million

Two of the projects, the Roseville Parkway extension from Washington Boulevard to Foothills Boulevard and the Andora Undercrossing significantly exceed the projected five-year revenue and could not be constructed within five years unless other funding is identified. The remaining 7 projects can be constructed based on the projected revenue.

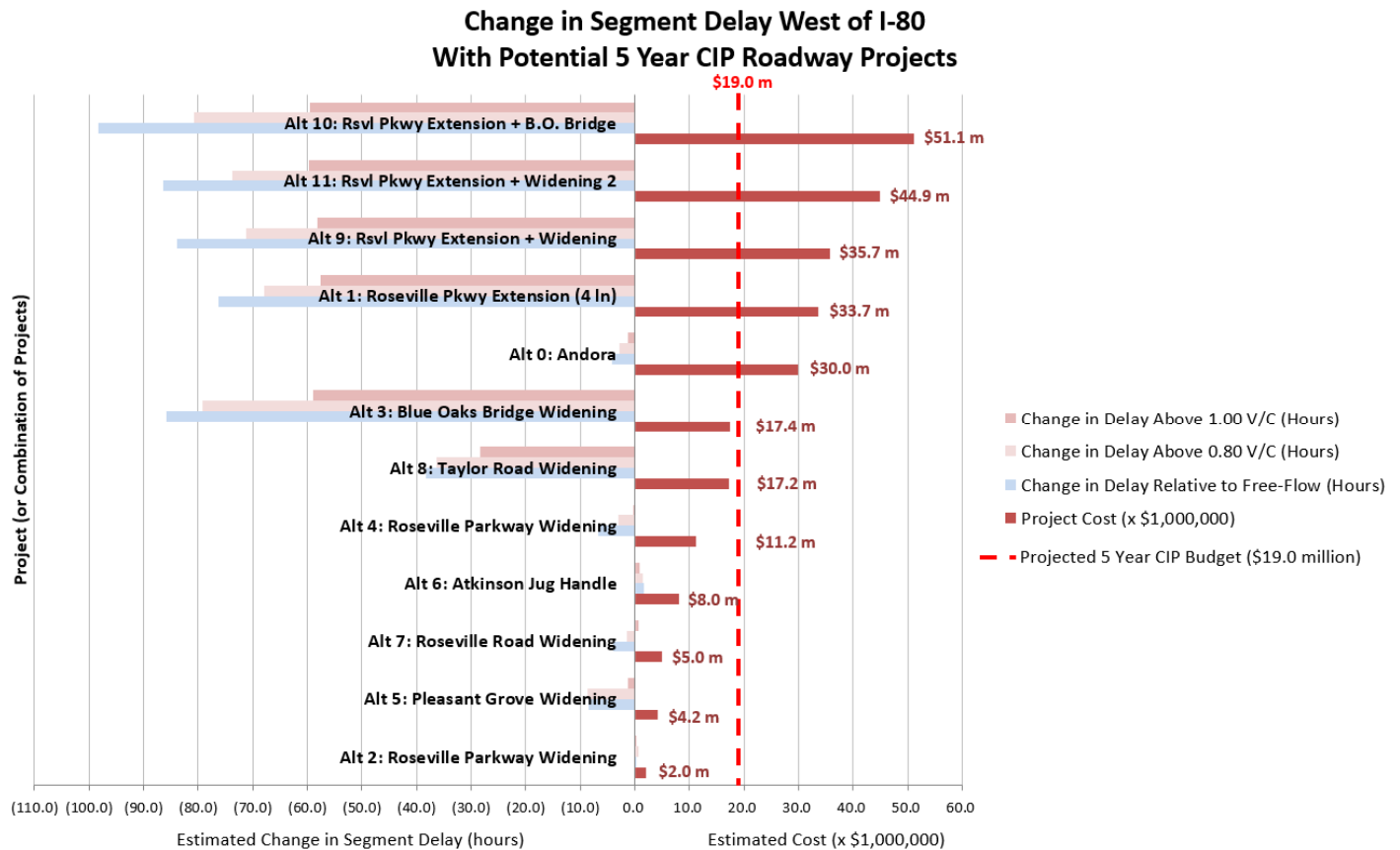
Exhibit B

TMF/CIP cash flow projections Through 2022

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
<u>Revenue</u>						
ExistingTMF Account Balance	\$13,446,224					
TMF Income		\$6,397,341	\$6,397,341	\$6,397,341	\$6,397,341	\$6,397,341
SPARTA Reimbursement		\$1,000,000	\$465,000			
Total Annual Revenue	\$13,446,224	\$7,397,341	\$6,862,341	\$6,397,341	\$6,397,341	\$6,397,341
<u>Expences</u>						
CIP Projects						
Woodcreek Oaks Widening		\$5,000,000	\$2,850,000			
Washington S Bound Lanes		\$1,400,000				
New Signal Infrastructure		\$670,000	\$500,000	\$500,000	\$500,000	\$500,000
Galleria N/B Ramps Project (Loan)			\$2,800,000			
Andora Design Work, Environmental, EIR		\$1,416,667	\$1,416,667	\$1,416,667		
Developer Reimbursements						
BO Commerce Signals		\$750,000				
Sunrise/Douglas		\$750,000				
Foothill Signal (Project 1)		\$350,000				
Woodcreek Lndsp		\$200,000				
Pleasant Grove Lndsp (Westbrook)		\$150,000				
Signal at Vellejo (Fairgrounds)			\$350,000			
Vista Grande			\$500,000			
Blue Oaks Bridge over Coyote Creek			\$5,100,000			
MISCELANEOUS				\$500,000	\$500,000	\$500,000
Total Annual Expences		\$10,686,667	\$13,516,667	\$2,416,667	\$1,000,000	\$1,000,000
<u>ANNUAL BALANCE</u>						
	\$13,446,224	\$10,156,898	\$3,502,572	\$7,483,247	\$12,880,588	\$18,277,930

Exhibit C

Ranking of CIP Roadway Projects

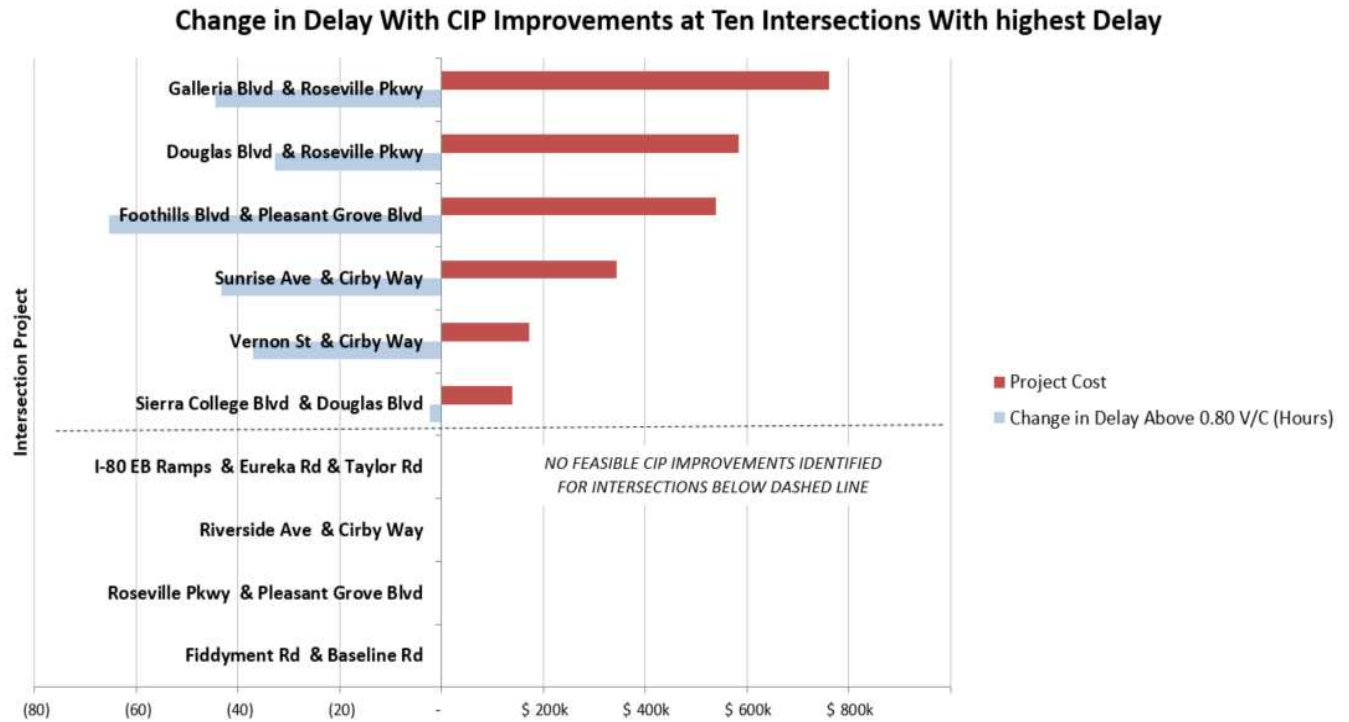


Change in Peak Hour Network Delay (West of I-80)

Roadway Project	Est Cost (\$million)	Change in Network Peak Hour Delay (West of I-80)		
		Relative to Free-Flow	Above V/C 0.80	Above V/C 1.00
Blue Oaks Blvd. Bridge Widening	\$17.4	-85.8 (-14%)	-79.2 (-27%)	-59.0 (-37%)
Roseville Parkway Extension	\$33.7	-76.3 (-12%)	-67.3 (-23%)	-57.6 (-36%)
Taylor Road Widening	\$17.2	-38.3 (-6%)	-36.3 (-12%)	-28.4 (-18%)
Pleasant Grove Blvd. Widening	\$4.2	-8.5 (-1.4%)	-8.8 (-3.0%)	-1.2 (-0.8%)
Andora Project	\$30.0	-4.2 (-0.7%)	-2.9 (-1%)	-1.3 (-0.8%)
Atkinson Road Jug Handle	\$8.0	+1.6 (+0.2%)	+1.6 (+0.5%)	+0.9 (+0.5%)
Roseville Road Widening	\$5.0	-3.9 (-0.6%)	-1.5 (-0.5%)	+0.7 (+0.4%)
Roseville Parkway Widening 2	\$2.0	+0.2 (+0%)	+0.7 (+0.2%)	+0.3 (+0.2%)
Source: DKS Associates, 2017				

Exhibit D

Ranking of CIP Intersection Improvements



Change in Vehicle Hours of Delay at Roseville Intersections With CIP Improvements

Intersection	CIP Project (additional lanes)	Estimated Cost	Change in Total Hours of Vehicle Delay
Foothills Bl. & Pleasant Grove Bl.	NBT, SBT, WBT	\$538,000	-65.2
Galleria Bl. & Roseville Pkwy.	NBT, SBT, WBT	\$761,000	-44.4
Sunrise Av. & Cirby Way	SBT, WBR	\$345,000	-43.3
Vernon St. & Cirby Way	SBL, SBR overlap	\$173,000	-37.1
Douglas Bl. & Roseville Pkwy.	NBT, NBL, SBT, SBL	\$584,000	-32.7
Sierra College Bl. & Douglas Bl.	SBR	\$139,000	-2.3
Total All Intersections		\$2,540,000	-224.9

Source: DKS Associates, 2017

MEMORANDUM

DATE: November 9, 2017
TO: Chris Kraft, Scott Gandler, City of Roseville
FROM: David Tokarski & John Long, DKS Associates
SUBJECT: Final Roseville Five-Year CIP Project Prioritization

In an effort to prioritize CIP roadway and intersection improvements, City staff and DKS Associates have completed a “near term” sensitivity analysis that looks approximately five years in the future to determine the roadway and intersection projects that should be prioritized within the CIP. The concept for this effort was to define the best estimate of the total amount of development and its location within the next five years, forecast the change in traffic volumes based on that development scenario, test the effectiveness of alternative roadway improvement scenarios at reducing congestion under the five-year growth scenario and recommend improvement scenarios that maximize the congestion relieving benefits for the amount of money available from fees collected in five years. City staff estimates that the City of Roseville will have approximately \$19 million in Traffic Mitigation fee funds available in the next five years to pay for near term roadway improvements.

The five-year scenario was based on land use development and roadway improvements assumed to be in place within a five-year time horizon. City staff directed DKS Associates to add the following residential and non-residential projects to the travel demand model to estimate a five-year development scenario.

- Residential Development
 - Village Center Rezone: 80 senior living units and 87 MDR units
 - Campus Oaks: 400 HDR units and 250 LDR units
 - JMC American Dream: 58 MDR units
 - Senior Living: 200 HDR units and 120 Assisted Living units
 - Main Street Promenade: 77 HDR units
 - Church Street Lofts: 81 HDR units
 - Stone Ridge (Elliot): 135 LDR units and 45 HDR units
 - WestPark Phase 3: 332 LDR units
 - WestPark Phase 4: 518 LDR units
 - Westbrook: 350 LDR units

- Fiddymment Ranch Phase 2: 400 LDR units
- Fiddymment Ranch Phase 3: 100 LDR units
- Sierra Vista SP: 700 LDR units
- Creekview SP: 200 LDR units
- Total: 4,133 units
- Non-Residential Development (ksf = 1,000 square feet)
 - WestPark Mini Storage: 100 ksf
 - Fiddymment Ranch Gas Station: 10 ksf retail
 - Blue Oaks/ Fiddymment: 100 ksf retail
 - Village Center Rezone: 45 ksf retail
 - Blue Oaks Marketplace (SVSP): 200 ksf retail
 - Campus Oaks Office: 60 ksf office
 - NEC: 300 ksf warehouse
 - Parcel 49: 211 room hotel, 30 ksf retail
 - Sikh Church: 50 ksf church
 - Villa Sports: 80 ksf commercial
 - Highland Village: 30 ksf restaurant, 15 ksf office
 - Kaiser: 115 ksf medical
 - Sutter Hospital: 90 ksf hospital
 - Adventous Health: 275 ksf medical office
 - Eureka MOB: 80 ksf medical office
 - Tanner Mini Storage: 90 ksf
 - Final Gravity Offices: 25 ksf medical office
 - Total: 1,695 ksf and 211 hotel rooms

The City directed DKS Associates to add the following roadway projects to the travel demand model to estimate a five-year “baseline” improvement scenario. Some of these roadway projects are already underway and others are already funded for construction by the City of Roseville or other jurisdictions.

- Washington Boulevard Widening
 - widen southbound to two lanes, Blue Oaks to Industrial
- Blue Oaks Boulevard Widening
 - widen eastbound to four lanes, Woodcreek Oaks to Foothills
- Campus Oaks Roadway
 - new two-lane roadway Blue Oaks to Foothills

- Blue Oaks Boulevard Extension
 - extend roadway Hayden Pkwy to Westbrook Boulevard
- Woodcreek Oaks Widening
 - widen to four lanes, north of Pleasant Grove to Blue Oaks
- Fiddymont Road Widening
 - widen to six lanes, Pleasant Grove to Baseline
- State Route 65 Northbound
 - add auxiliary lane Galleria to Pleasant Grove
- State Route 65 Northbound
 - add third lane I-80 to Galleria (SR 65/ I-80 Phase 1)

The developments and roadway improvements listed above were all added to the City's travel demand model in order to estimate a reasonable five-year baseline forecast. Vehicle delay on City roadways was estimated by comparing peak hour congested speeds on roadway links to the roadway's uncongested free-flow speeds. Delay per roadway link was calculated by multiplying the difference between free-flow and congested speed by the number of vehicles traveling on the roadway. This data was summarized by all links east and west of I-80, and by roadways projected to operate above a volume-to-capacity ratio of 0.80 and 1.00.

Estimated roadway hours of delay for the base 2016 and five-year scenario are shown in **Table 1**.

Table 1: Change in Vehicle Hours of Delay on Roseville Roadway Segments With Select Improvements

PM Peak: Hours of Delay	Roadways West of I-80			Roadways East of I-80		
	2016	Five-Year	Change	2016	Five-Year	Change
Delay on All Links Relative to Free-Flow	534.9	631.2	+96.3 (18%)	327.3	362.8	+35.5 (11%)
Delay on Links Above V/C 0.80	226.9	291.6	+64.7 (29%)	138.0	164.8	+26.8 (19%)
Delay on Links Above V/C 1.00	109.1	159.4	+50.3 (46%)	51.4	66.1	+14.7 (29%)
Source: DKS Associates, 2017						

Additionally, delay estimates were calculated for the City's signalized intersections by multiplying the average intersection delay (based on level of service calculations) by the total number of peak hour vehicles entering each of the City's ten intersections with the highest delay. Locations of these ten intersections are shown in **Figure 1**. Estimated intersection hours of delay for the base 2016 and five-year baseline scenario are shown in **Table 2**.

Figure 1: Location of Ten Highest Delay Intersections

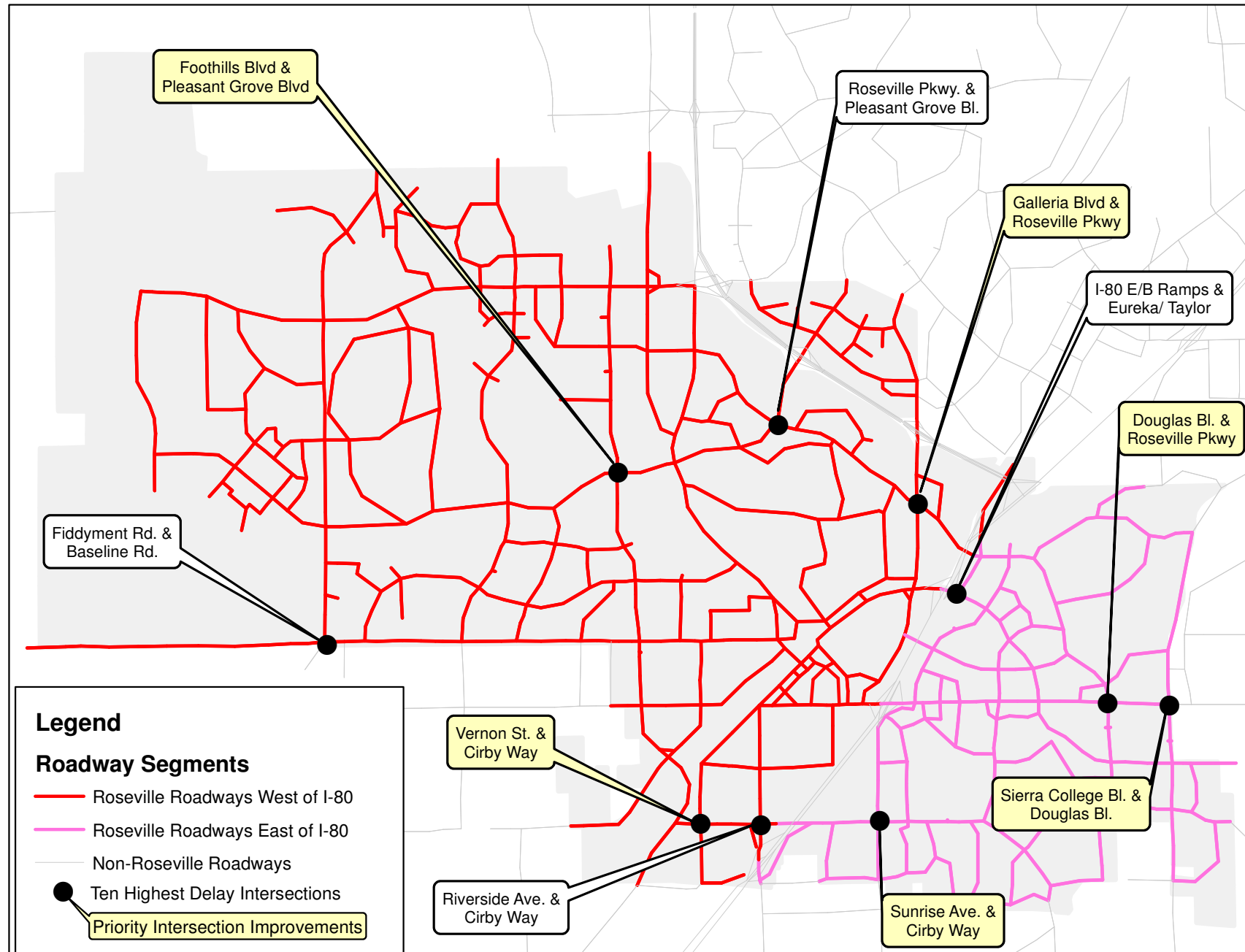


Table 2: Change in Vehicle Hours of Delay at Roseville Intersections With Select Improvements

Ten Highest Delay Intersections	Intersection Hours of Delay (PM Peak Hour)		
	2016	Five-Year Baseline	Change
Galleria Bl. & Roseville Pkwy.	179	188	+10 (5%)
Foothills Bl. & Pleasant Grove Bl.	111	164	+53 (48%)
I-80 E/B Ramps & Eureka/Taylor	84	135	+51 (61%)
Riverside Av. & Cirby Way	113	116	+3 (3%)
Sunrise Av. & Cirby Way	108	116	+8 (7%)
Vernon St. & Cirby Way	106	110	+4 (4%)
Douglas Bl. & Roseville Pkwy.	99	107	+8 (8%)
Sierra College Bl. & Douglas Bl.	103	107	+4 (4%)
Roseville Pkwy. & Pleasant Grove Bl.	86	92	+6 (7%)
Fiddymment Rd. & Baseline Rd.	56	89	+32 (57%)
Ten Highest Delay Intersections	1,045	1,224	+179 (+17%)
Source: DKS Associates, 2017			

As the two tables show, while it is possible that the roadway improvements assumed in the five-year scenario could result in decreases in delay on some Roseville roadways, the increase in land use and trip generation associated with five years of potential development contribute to increased delay on Roseville roadways and at Roseville intersections. The roadway improvements assumed in the five-year scenario do not necessarily accommodate all of the additional traffic generated by additional land uses assumed for the five-year horizon.

In order to determine which projects most effectively reduce traffic delay on City roadways in the short term, City staff identified a number of roadway projects for testing purposes. Major roadway projects identified for the near-term sensitivity analysis included the following projects listed in **Table 3** and whose locations are shown in **Figure 2**. Estimated costs (sorted from high to low) are included for each project. The table shows that two of the identified projects (the Roseville Parkway extension and the Andora project) both have estimated costs that exceed the anticipated fee revenue collected by the City of Roseville in the next five years. The other seven identified project all fall within the estimated \$19.0 million in fee revenue.

Table 3: Select Five-Year Roadway Projects

Roadway Project	Description	Estimated Project Cost
Roseville Parkway Extension	4 lane extension: Washington to Foothills	\$33.7 million
Andora Project	Washington Blvd. Undercrossing	\$30.0 million
<i>City Anticipated Five-Year Fee Revenue</i>		<i>\$19.0 million</i>
Blue Oaks Blvd. Bridge Widening	Widen bridge over UPRR to 8 lanes	\$17.4 million
Taylor Road Widening	Widen to 4 lanes: Roseville Pkwy to Rocklin City	\$17.2 million
Roseville Parkway Widening 1	Widen w/b to 4 lanes: Gibson to Creekside Ridge	\$11.2 million
Atkinson Road Jug Handle	New “jug handle” connection to Foothills Blvd.	\$8.0 million
Roseville Road Widening	Widen to 4 lanes: Cirby Way to south City limits	\$5.0 million
Pleasant Grove Blvd. Widening	Widen to 6 lanes: Foothills to Woodcreek Oaks	\$4.2 million
Roseville Parkway Widening 2	Widen to 4 lanes: Pleasant Grove to Washington	\$2.0 million
Source: City of Roseville, 2017		

Each of these projects was implemented separately in the updated five-year baseline travel demand model scenario and resultant changes in peak hour roadway segment delay were calculated. Results of this comparative analysis are summarized in **Table 4** and **Table 5**. Because most of these roadway improvements are west of Interstate 80, **Table 4** shows the estimated percent change in network delay on roadways west of I-80, while **Table 5** shows the estimated percent change on roadways Citywide. In each table, decreases in delay of 10% or greater are highlighted in bold text.

Table 4: Change in Peak Hour Network Delay (West of I-80)

Roadway Project	Est Cost (\$million)	Change in Network Peak Hour Delay (West of I-80) Compared to 5-Year Baseline		
		All Links	Links Above V/C 0.80	Links Above V/C 1.00
Roseville Parkway Extension	\$33.7	-76.3 (-12%)	-67.3 (-23%)	-57.6 (-36%)
Andora Project	\$30.0	-4.2 (-0.7%)	-2.9 (-1%)	-1.3 (-0.8%)
<i>City Anticipated Five-Year Fee Revenue: \$19.0 million</i>				
Blue Oaks Blvd. Bridge Widening	\$17.4	-85.8 (-14%)	-79.2 (-27%)	-59.0 (-37%)
Taylor Road Widening	\$17.2	-38.3 (-6%)	-36.3 (-12%)	-28.4 (-18%)
Roseville Parkway Widening 1	\$11.2	-6.7 (-1%)	-3.1 (-1%)	-0.3 (-0.2%)
Atkinson Road Jug Handle	\$8.0	+1.6 (+0.2%)	+1.6 (+0.5%)	+0.9 (+0.5%)
Roseville Road Widening	\$5.0	-3.9 (-0.6%)	-1.5 (-0.5%)	+0.7 (+0.4%)
Pleasant Grove Blvd. Widening	\$4.2	-8.5 (-1.4%)	-8.8 (-3.0%)	-1.2 (-0.8%)
Roseville Parkway Widening 2	\$2.0	+0.2 (+0%)	+0.7 (+0.2%)	+0.3 (+0.2%)
Source: DKS Associates, 2017				

The two tables show that the projects range in cost from approximately \$2 million to approximately \$34 million, depending on whether they are new or widened roadways and whether they involve major construction of bridge structures. The two projects that stand out in terms of decrease in system delay are the extension of Roseville Parkway from Washington Boulevard to Foothills Boulevard and the widening of the Blue Oaks Boulevard bridge over the UPRR tracks. The estimated costs for these two projects are \$33.7 million and \$18 million, respectively. The tables both show that peak hour network delay (both west of I-80 and Citywide) decreases the most with the Blue Oaks bridge widening project. This, along with its lower cost (within the City's anticipated five-year fee revenue estimate) and the fact that it is a regional roadway serving the cities of Roseville and Rocklin, as well as Placer County and SR 65, results in the Blue Oaks bridge widening project rising to the top for recommendation as a five-year priority project.

Figure 2: Location of Select Five Year Roadway Projects

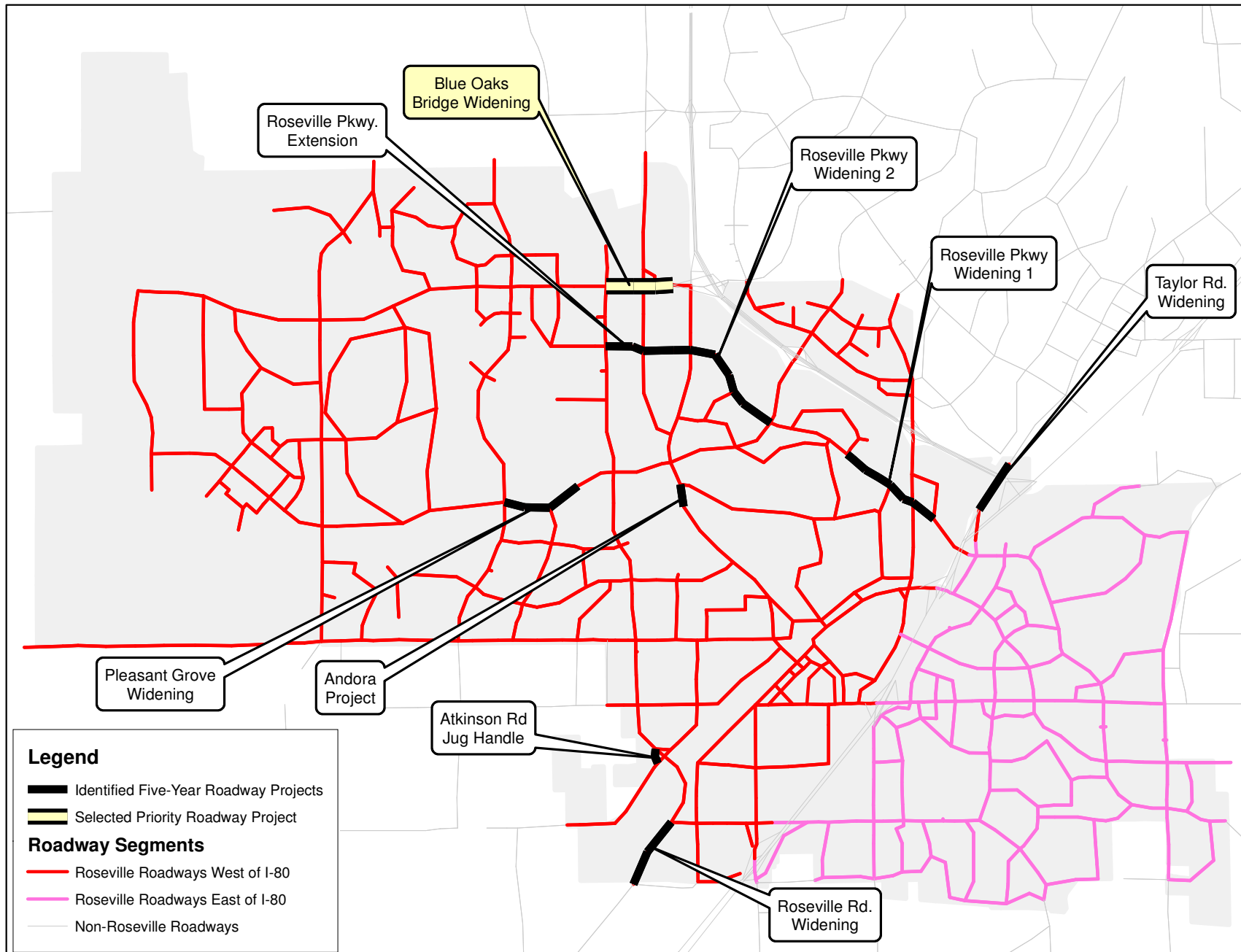


Table 5: Change in Peak Hour Network Delay (Citywide)

Roadway Project	Est Cost (\$million)	Change in Peak Hour Delay (Citywide) Compared to Five-Year Baseline		
		All Links	Links Above V/C 0.80	Links Above V/C 1.00
Roseville Parkway Extension	\$33.7	-7.6%	-14.6%	-13.9%
Andora Project	\$30.0	-0.5%	-0.7%	-0.6%
<i>City Anticipated Five-Year Fee Revenue: \$19.0 million</i>				
Blue Oaks Blvd. Bridge Widening	\$17.4	-8.6%	-17.3%	-25.9%
Taylor Road Widening	\$17.2	-3.6%	-7.7%	-12.1%
Roseville Parkway Widening 1	\$11.2	-0.6%	-0.6%	0.0%
Atkinson Road Jug Handle	\$8.0	+0.1%	+0.2%	+0.1%
Roseville Road Widening	\$5.0	-0.5%	-0.6%	0.0%
Pleasant Grove Blvd. Widening	\$4.2	-0.9%	-1.9%	-0.5%
Roseville Parkway Widening 2	\$2.0	0.0%	+0.1%	0.0%
Source: DKS Associates, 2017				

City staff asked DKS to also identify and analyze a few combinations of projects to determine if mixing and matching any of the potential projects would result in additional benefit to that of each individual project. **Table 6** summarizes the combined changes in network delay associated with the three selected project combinations. The first combination of projects analyzed was combining the Blue Oaks bridge widening with the Roseville Parkway extension. This combination, with a combined cost of over \$51 million, resulted in slightly more favorable decreases in delay than either of the individual projects, but not much more than either project alone. This analysis indicates that the two major east-west projects that are parallel to each other would likely both improve delay on a number of the same roadways in the vicinity of the two projects. The additional benefit of either of the two projects, if constructed after the first, would be minimal. The other two combinations of projects both include the Roseville Parkway extension, along with either of the two Roseville Parkway widenings to the east. These two combinations both result in a slightly higher improvement in delay than the two component projects added together. Therefore, if the City were to embark on construction of the Roseville Parkway extension first, it would be beneficial to then construct either of the two Roseville Parkway widening projects to the east as well.

Figure 3 displays a summary of the results discussed in the previous tables. In this graphic, projects (and combinations of projects) are presented in order of total estimated cost, from top to bottom. Dashed red lines represent the City's anticipated five-year CIP budget. Projects above

the horizontal red line are estimated to cost more than the City anticipates collecting in the next five years, while projects below the red line represent projects with estimated costs below the City's anticipated five-year CIP budget. Brown bars to the right of the axis represent estimated project costs (x\$1,000,000) while colored bars to the left of the axis represent reductions in delay on roadway segments in Roseville west of I-80 associated with each project or combination of projects. Longer bars to the left of the axis represent higher levels of benefit. It should be noted that a couple of the delay bars are to the right of the axis, representing slight increases in delay on roadway segments west of I-80.

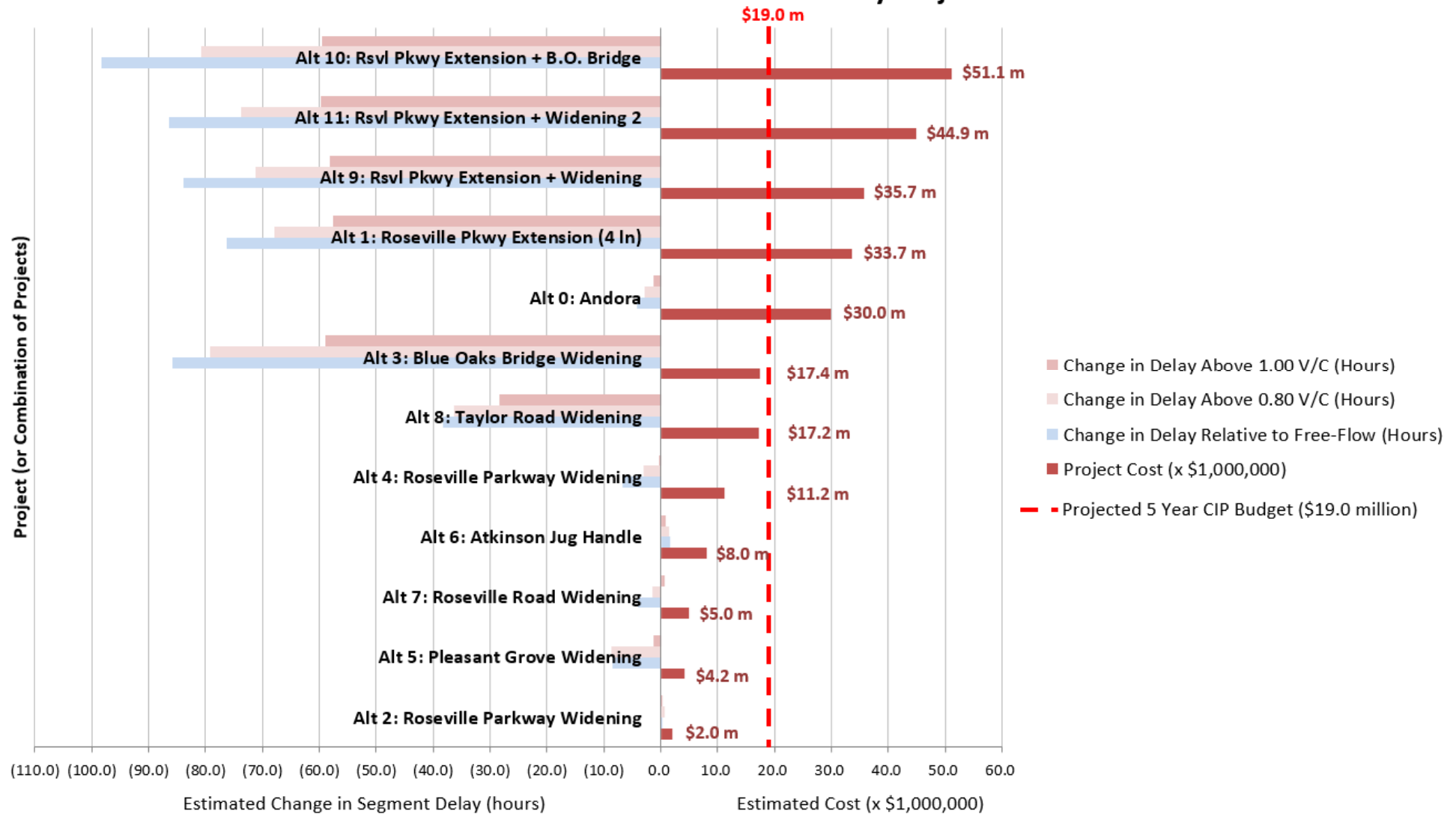
The graphic clearly shows that the most significant reductions in delay are associated with projects or combinations of projects that would cost more than the City anticipates collecting in the next five years, with the exception of the Blue Oaks widening, which both shows large decreases in delay and fits within the City's anticipated five-year CIP budget. Other projects that are within the City's anticipated five-year budget (and one that exceeds it) show significantly smaller reductions (or slight increases) in delay on City roadways.

Table 6: Change in Peak Hour Network Delay (West of I-80)

Roadway Project	Est Cost (\$million)	Change in Peak Hour Delay (West of I-80) Compared to Five-Year Baseline		
		All Links	Links Above V/C 0.80	Links Above V/C 1.00
Individual Projects				
Blue Oaks Blvd. Bridge Widening	\$17.4	-13.6%	-27.2%	-37.0%
Roseville Parkway Extension	\$33.7	-12.1%	-23.3%	-36.1%
Roseville Parkway Widening 1	\$11.2	-0.6%	-0.6%	0.0%
Roseville Parkway Widening 2	\$2.0	0.0%	+0.2%	+0.2%
Combinations of Projects				
Blue Oaks Blvd. Bridge Widening Plus Roseville Parkway Extension	\$51.1	-15.6%	-27.7%	-37.3%
Roseville Parkway Extension plus Roseville Parkway Widening 1	\$44.9	-13.7%	-25.3%	-37.5%
Roseville Parkway Extension plus Roseville Parkway Widening 2	\$35.7	-13.3%	-24.4%	-36.4%
Source: DKS Associates, 2017				

Figure 3: Summary of Segment Improvement Costs and Benefits

Change in Segment Delay West of I-80 With Potential 5 Year CIP Roadway Projects



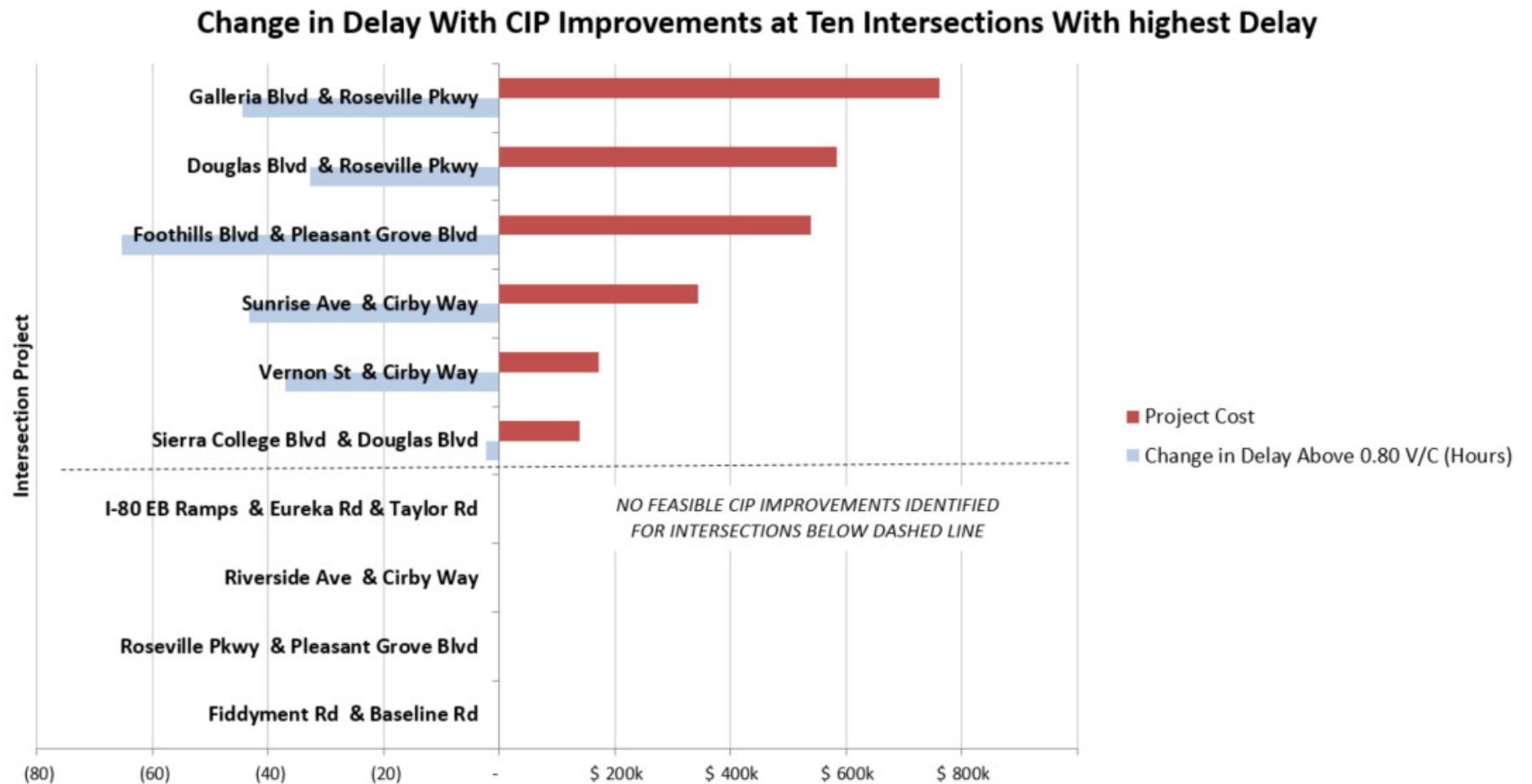
A similar analysis was undertaken for potential improvements at the ten intersections with the highest calculated peak hour delay in Roseville. Of these ten intersections, four do not have feasible improvements contained within the City's CIP due to site constraints, and six do have improvements. **Table 7** shows that estimated costs for intersection improvements at six locations range from a low of \$139,000 to a high of \$761,000 and that delay decreases associated with these CIP improvements would range from 2 hours of peak hour delay to 65 hours of peak hour delay. The largest decrease in delay is achieved with improvements (adding northbound, southbound, and westbound through lanes) at the intersection of Foothills Boulevard and Pleasant Grove boulevard.

Figure 4 graphically shows the same information and shows that the intersection of Foothills Boulevard and Pleasant Grove Boulevard results in the highest reduction in pm peak hour delay while costing less than two other CIP intersection improvements.

Table 7: Change in Vehicle Hours of Delay at Roseville Intersections With CIP Improvements

Intersection	CIP Project (additional lanes)	Estimated Cost	Change in Total Hours of Vehicle Delay
Galleria Bl. & Roseville Pkwy.	NBT, SBT, WBT	\$761,000	-44.4
Douglas Bl. & Roseville Pkwy.	NBT, NBL, SBT, SBL	\$584,000	-32.7
Foothills Bl. & Pleasant Grove Bl.	NBT, SBT, WBT	\$538,000	-65.2
Sunrise Av. & Cirby Way	SBT, WBR	\$345,000	-43.3
Vernon St. & Cirby Way	SBL, SBR overlap	\$173,000	-37.1
Sierra College Bl. & Douglas Bl.	SBR	\$139,000	-2.3
Total All Intersections		\$2,540,000	-224.9
Source: DKS Associates, 2017			

Figure 4: Summary of Intersection Improvement Costs and Benefits





From the analysis presented, it becomes clear that the roadway project that provides the most benefit and fits within the City's estimated five-year fee revenue is the widening of the Blue Oaks bridge over the UPRR tracks. The addition of improvements at five intersections would improve delay at locations throughout the City. The cost of these combined improvements would exceed the City's anticipated five-year fee revenue by approximately \$940,000, as shown in **Table 8**.

Table 8: Recommended Five-Year Roadway and Intersection Improvements

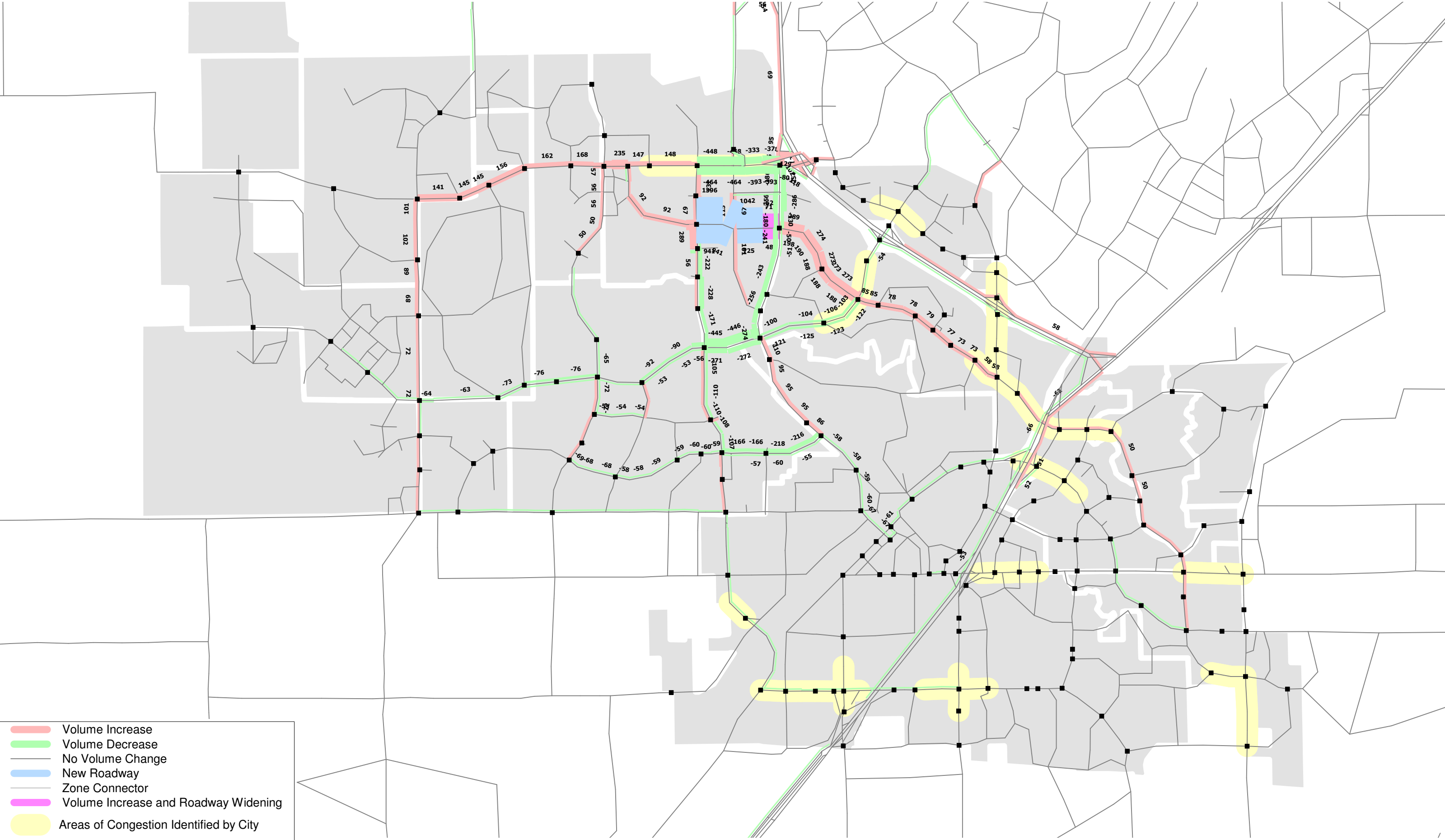
Project	Estimated Cost
Blue Oaks Blvd. Bridge Widening	\$17,400,000
Galleria Blvd./Roseville Parkway Intersection Improvements	\$761,000
Douglas Bl. & Roseville Pkwy. Intersection Improvements	\$584,000
Foothills Bl. & Pleasant Grove Bl. Intersection Improvements	\$538,000
Sunrise Av. & Cirby Way Intersection Improvements	\$345,000
Vernon St. & Cirby Way Intersection Improvements	\$173,000
Sierra College Bl. & Douglas Bl. Intersection Improvements	\$139,000
Estimated Total Cost	\$19,940,000
Source: DKS Associates, 2017	

For informational purposes, PM peak hour "delta" plots for each of the individual and combined roadway projects are included as an appendix at the end of this memorandum. Each of these plots shows the volume changes (decreases or increases) associated with each project or combination of projects.

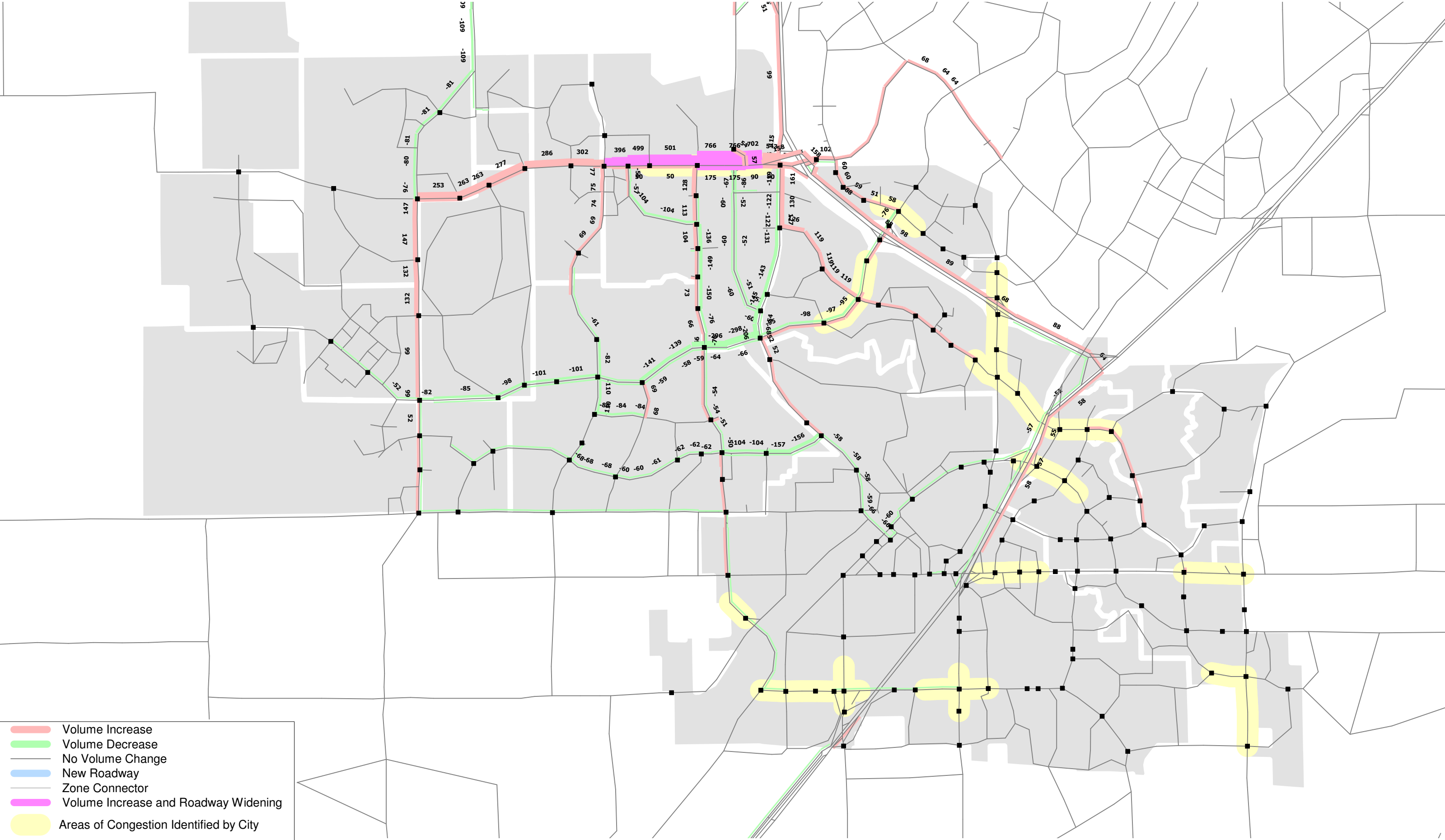
Appendix

PM Peak Hour Model Volume Changes With Each Roadway Project

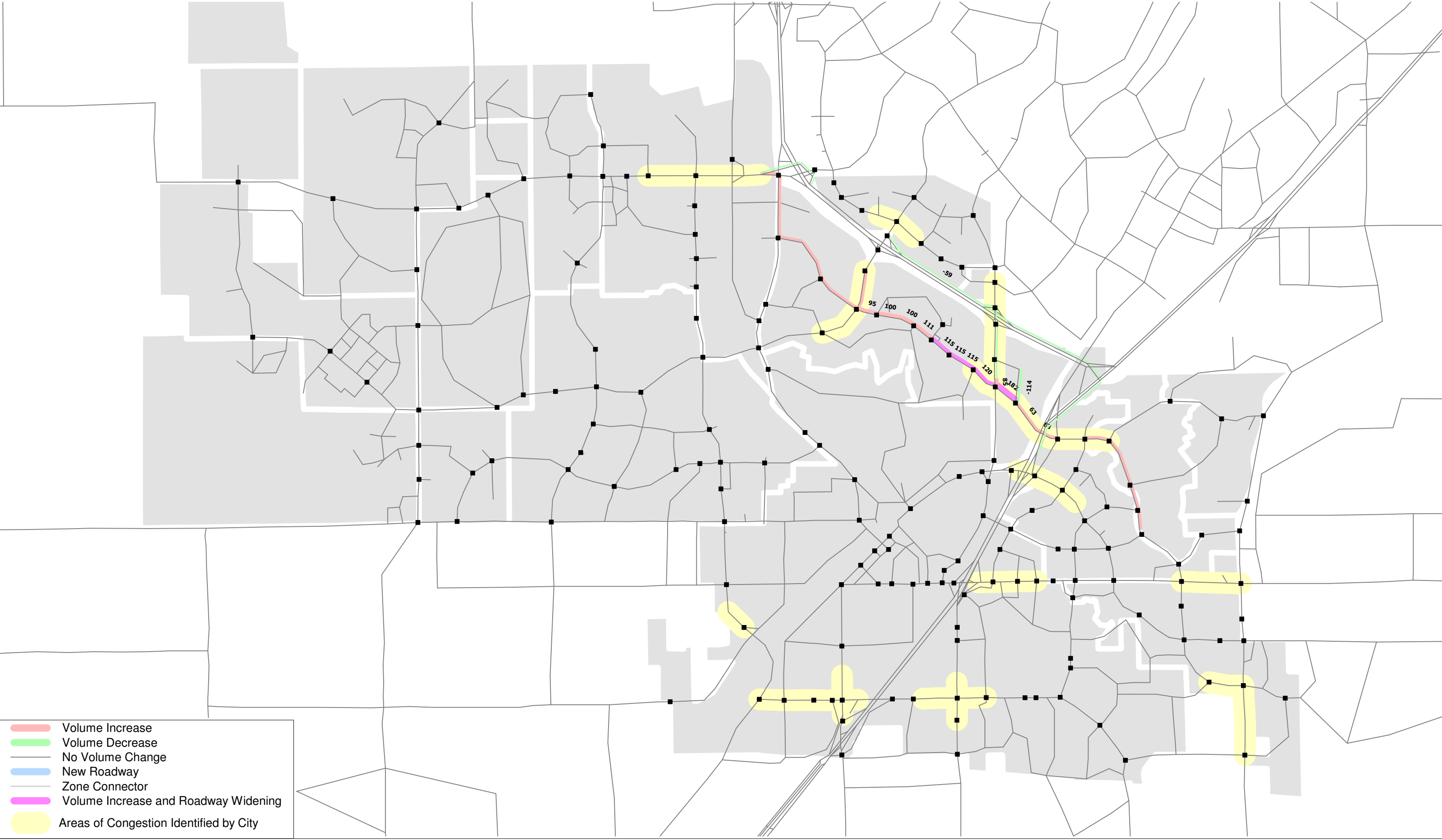
City of Roseville
PM Peak Hour Model Change (change of 50 or more posted)
Roseville Parkway Extension



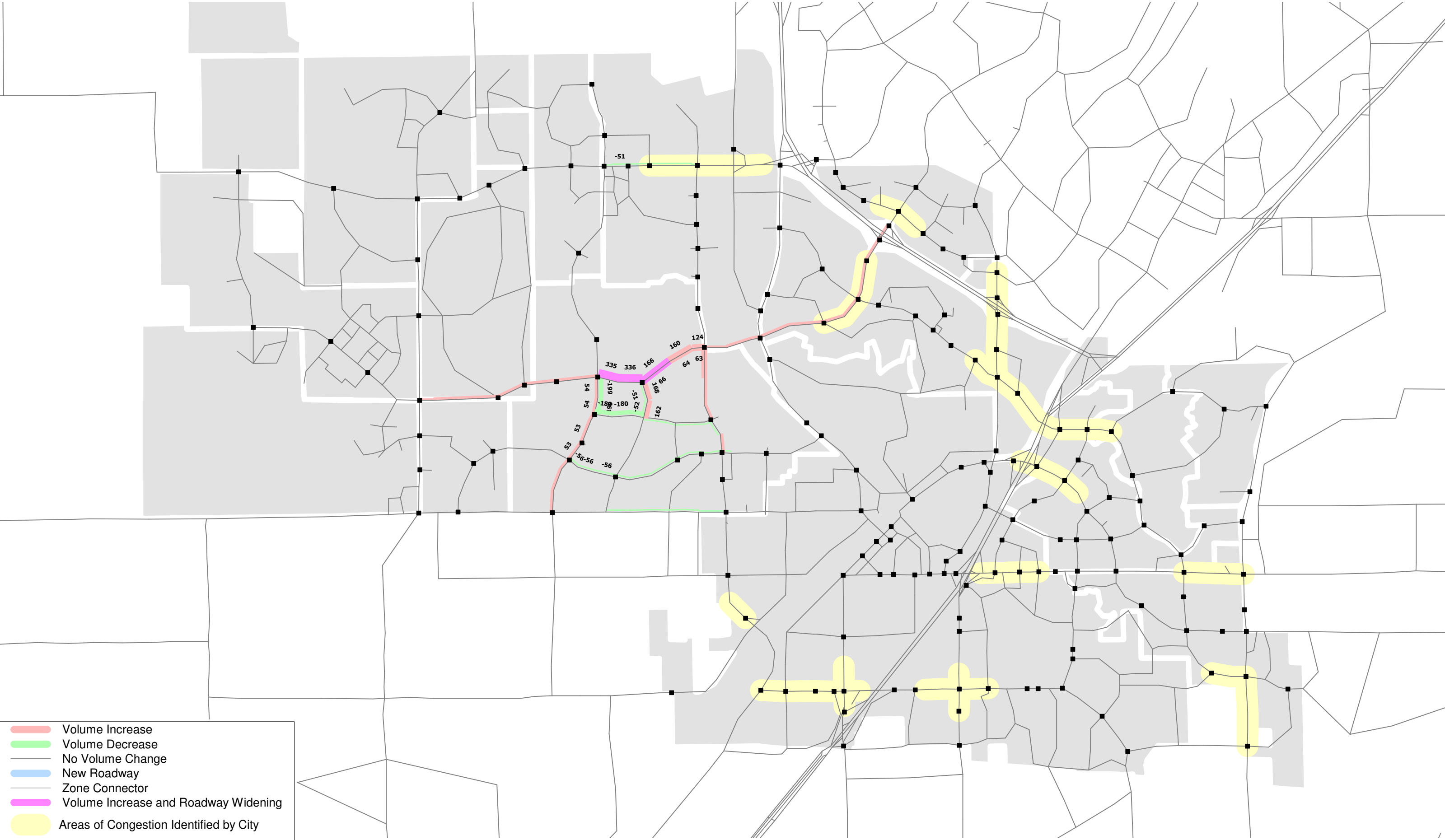
City of Roseville
PM Peak Hour Model Change (change of 50 or more posted)
Blue Oaks Bridge Widening



City of Roseville
PM Peak Hour Model Change (change of 50 or more posted)
Roseville Parkway Widening (Gibson to Creekside Ridge)



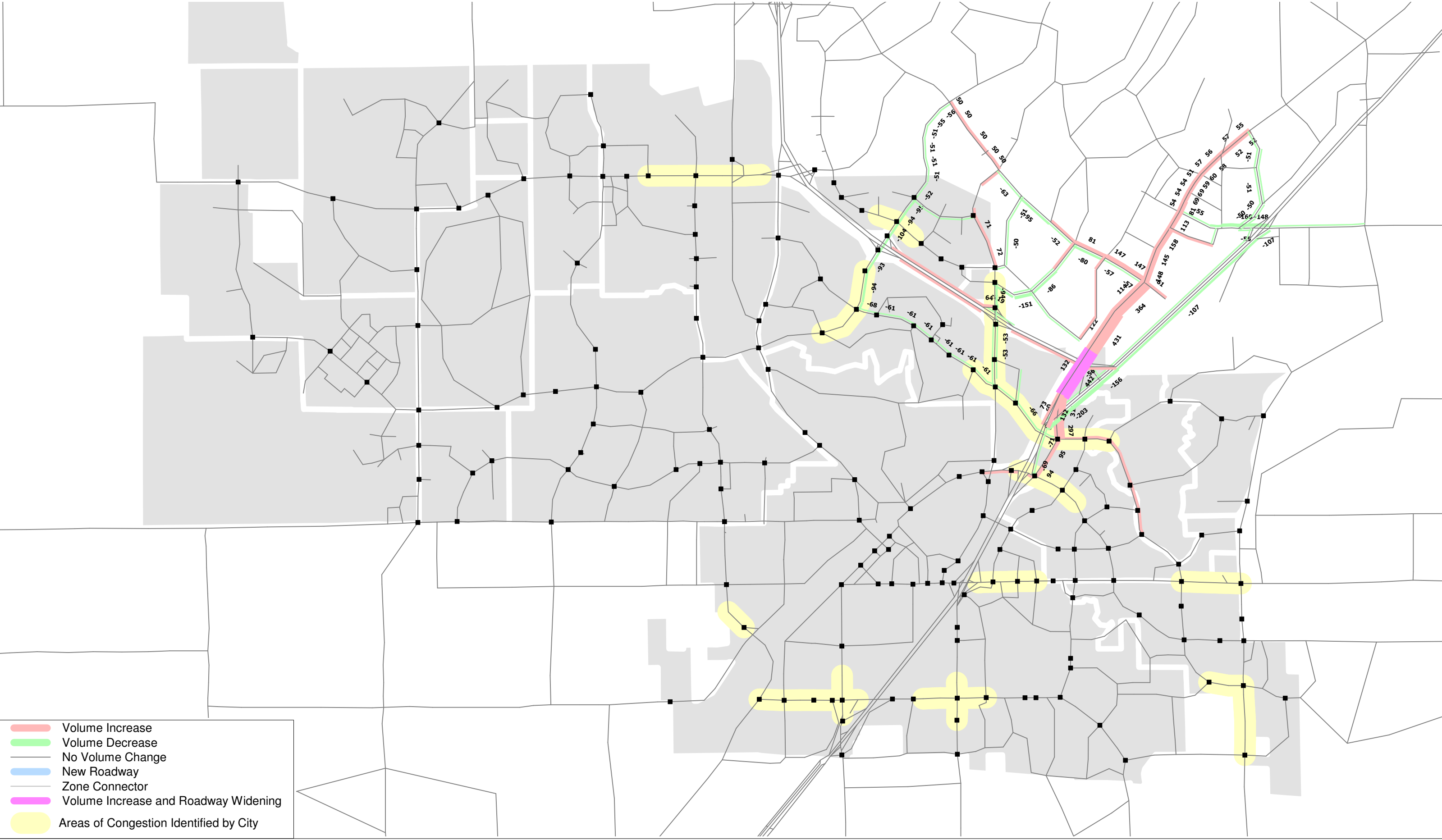
City of Roseville
PM Peak Hour Model Change (change of 50 or more posted)
Pleasant Grove Blvd Widening



City of Roseville
PM Peak Hour Model Change (change of 50 or more posted)
Atkinson Jughandle



City of Roseville
PM Peak Hour Model Change (change of 50 or more posted)
Taylor Road Widening to Rocklin



City of Roseville
PM Peak Hour Model Change (change of 50 or more posted)
Roseville Parkway Extension + Widening

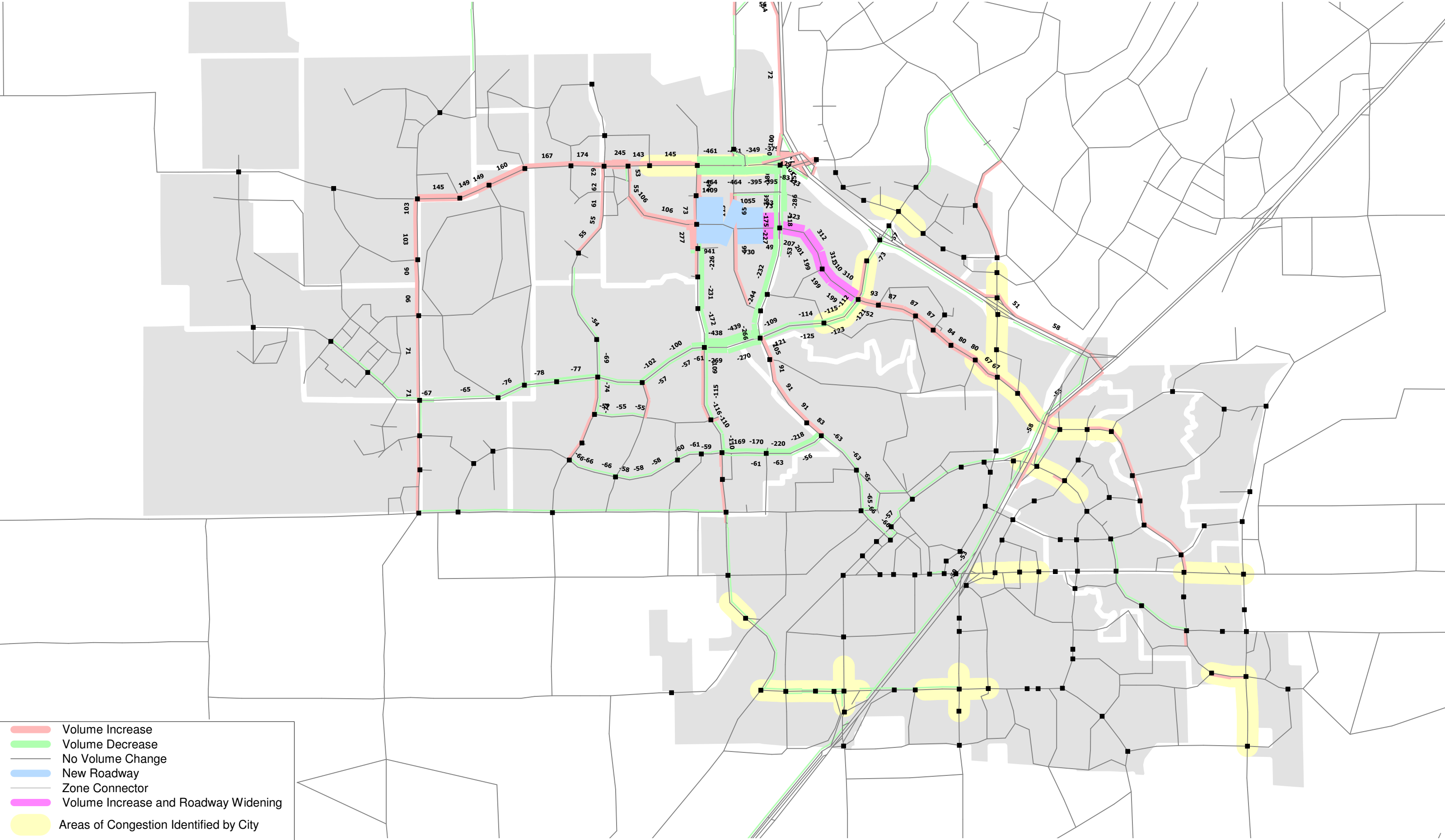
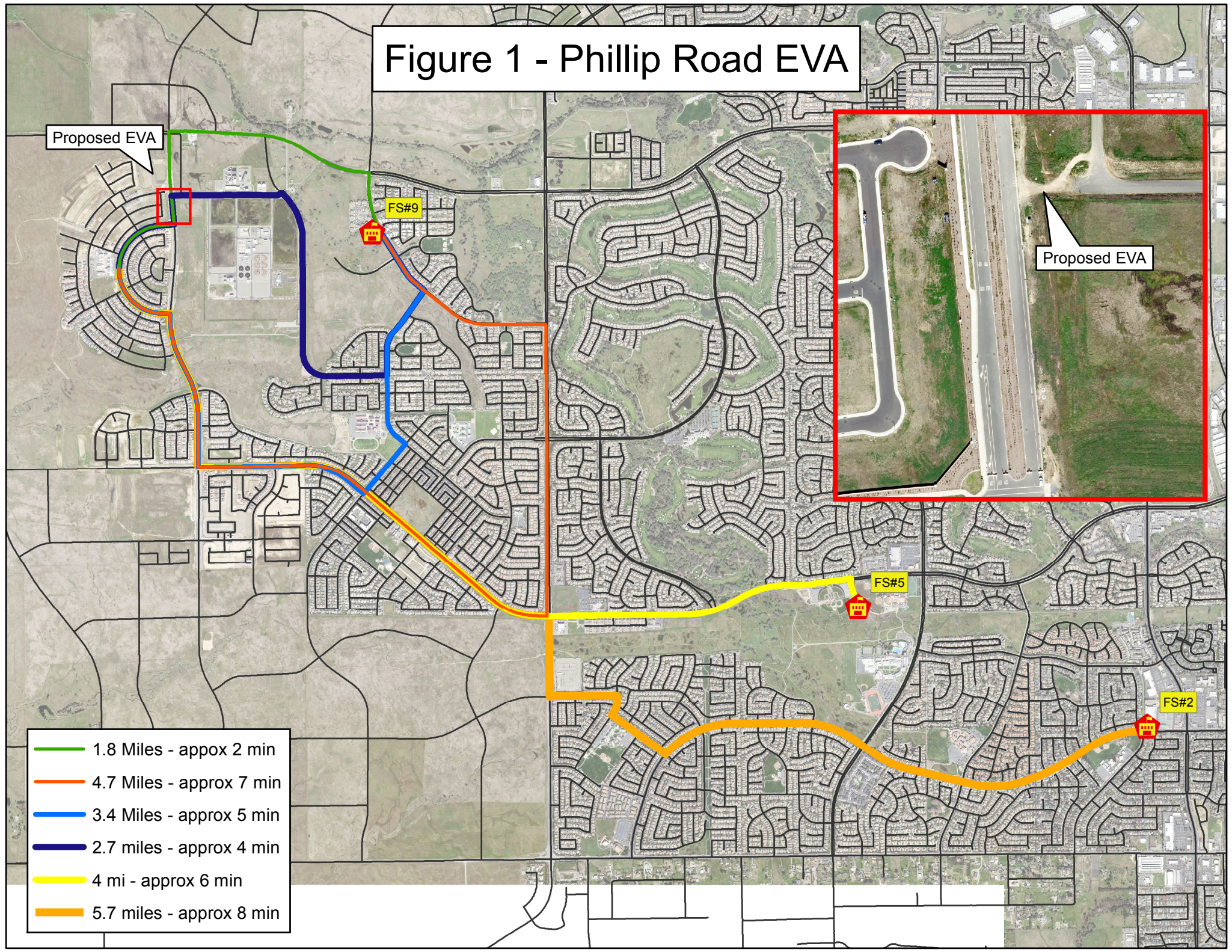


Figure 1 - Phillip Road EVA





COUNCIL COMMUNICATION

CC #: 8888

File #: 0110

Title: Tax and Equity Fiscal Responsibility Act Hearing for Conduit Financing for John Adams Academies, Inc.

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

Meeting Date: 12/6/2017

Item #: 10.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following actions:

- Conduct the public hearing under the requirements of the Tax and Equity Fiscal Responsibility Act ("TEFRA") and the Internal Revenue Code of 1986, as amended (the "Code").
- Adopt the resolution approving the issuance of the Bonds by the California Municipal Finance Authority (CMFA) for the benefit of John Adams Academies, Inc., a California nonprofit public benefit corporation and an organization described in Section 501 (c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") (or any affiliate thereof or successor thereto) (the "Borrower"), to provide for the acquisition, construction, equipping and rehabilitation of certain improvements to an existing K-12 charter school campus to be owned and/or operated by the Borrower or an affiliate, such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code and the California Government Code Section 6500 (and following).

BACKGROUND

John Adams Academies, Inc. requested that the CMFA serve as the municipal issuer of the Bonds in an aggregate principal amount not to exceed \$6,000,000. The proceeds of the Bonds will be used for the acquisition, construction, equipping and rehabilitation of certain improvements to an existing K-12 charter school campus located in the City of Roseville, California (the "City") at 1 Sierra Gate Plaza, including without limitation the construction on said campus of an approximately 12,000 square foot building containing a school multi-purpose room and the renovation of certain existing facilities on said campus to be owned and/or operated by the Borrower or an affiliate (the "Project"); (2) fund a debt service reserve fund, and (3) pay certain expenses incurred in connection with the issuance of the Bonds. In order for all or a portion of the Bonds to qualify as tax-exempt Bonds, the City must conduct a public hearing (the "TEFRA Hearing") providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt Bonds for the financing of the Project. Prior to such TEFRA

Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an “applicable elected representative” of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

California Municipal Finance Authority

The California Municipal Finance Authority (CMFA) was created on January 1, 2004 pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 280 municipalities, including the City, have become members of CMFA.

The CMFA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt Bonds aimed at improving the standard of living in California. The CMFA’s representatives and its Board of Directors have considerable experience in bond financings.

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not bonds of the City or the State of California, but are to be paid for solely from funds provided by the Borrower.

Participation by the City in the CMFA will not impact the City’s appropriations limits and will not constitute any type of indebtedness by the City. Outside of holding the TEFRA hearing and adopting the required resolution, no other participation or activity of the City or the City Council with respect to the issuance of the Bonds will be required.

FISCAL IMPACT

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the “Foundation”), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City of Roseville, it is expected that 25% of the issuance fee will be granted by the CMFA to the General Fund of the City. Such grant may be used for any lawful purpose of the City. The Borrower will be the beneficiary of the CMFA’s charitable donation through a 25% reduction in issuance fees.

ECONOMIC DEVELOPMENT / JOBS CREATED

Support of the request will allow John Adams Academies, Inc. to continue to provide quality education in the City of Roseville.

ENVIRONMENTAL REVIEW

Conducting a TEFRA hearing is not considered a project as defined by the California Environmental Quality Act (CEQA) based on Section 15273 of the CEQA Guidelines. No other

CEQA action if required.

Respectfully Submitted,

Jeannine Thrash, Administrative Analyst

Dennis Kauffman, Finance Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-476

RESOLUTION NO. 17-476

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$6,000,000 FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION, EXPANSION AND IMPROVEMENT OF EDUCATIONAL FACILITIES TO BE OWNED AND/OR OPERATED BY JOHN ADAMS ACADEMIES, INC., AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, John Adams Academies, Inc., a nonprofit public benefit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the “Borrower”), has requested that the California Municipal Finance Authority (the “Authority”) participate in the issuance of one or more series of revenue bonds, including but not limited to revenue bonds issued as part of a plan to finance the facilities described herein, in an aggregate principal amount not to exceed \$6,000,000 (the “Bonds”) for the acquisition, expansion and improvement of educational facilities (the “Project”) to be owned and/or operated by the Borrower or an affiliate, and located at 1 Sierra Gate Plaza within the City of Roseville (the “City”); and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the “Code”), the issuance of the Bonds by the Authority must be approved by the City because the Project is located within the territorial limits of the City; and

WHEREAS, the City Council of the City (the “City Council”) is the elected legislative body of the City and is one of the “applicable elected representatives” required to approve the issuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the “Agreement”), among certain local agencies, including the City; and

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Roseville as follows:

Section 1. The foregoing resolutions are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the issuance of the Bonds by the Authority for the purposes of satisfying (a) Section 147(f) of the

Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located, in accordance with said Section 147(f) of the Code and (b) Section 4 of the Agreement.

Section 3. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Roseville this ____ day of _____, 2017.

AYES:

NOES:

ABSTAIN:

ABSENT:

[SEAL]

Attest:

By: _____
City Clerk



COUNCIL COMMUNICATION

CC #: 8916

File #: 0400-04-12-1 & 0400-04-12-2 & 0400-03

Title: Sierra Vista Specific Plan Federico Parcels - General Plan Amendment, Development Agreement Amendment, Specific Plan Amendment, and Rezone
Contact: Gina McColl 916-774-5452 gmccoll@roseville.ca.us

Meeting Date: 12/6/2017

Item #: 10.2.

RECOMMENDATION TO COUNCIL

The Planning Division recommends that the City Council:

- A. Consider the Addendum to the Sierra Vista Specific Plan (SVSP) Final EIR. At the November 9, 2017 Planning Commission hearing, the Planning Commission recommended the City Council take the following actions on the project:
- A. Adopt a resolution approving text amendments to the General Plan;
 - B. Adopt a resolution approving amendments to certain land use designations in the General Plan;
 - C. Adopt the five (5) findings of fact and introduce for first reading an ordinance approving the First Development Agreement Amendment related to the SVSP Federico project area;
 - D. Adopt a resolution approving text amendments to the SVSP;
 - E. Adopt the two (2) findings of fact and introduce for first reading an ordinance approving the Rezone; and
 - F. By motion, authorize the City Clerk's office to replace the legal description attached to the First Development Agreement Amendment after recordation of the final map.

BACKGROUND

The project site is located within the undeveloped Sierra Vista Specific Plan (SVSP) area. The SVSP was adopted in 2010 and amended in 2012 to include the Westbrook land use amendments. The SVSP is the guiding document for development of the plan area and established the land use designations for parcels within the SVSP. Development obligations for development of the SVSP are addressed in nine (9) adopted Development Agreements (DA).

Requested Entitlements:

The applicant, Westpark Sierra Vista, requests approval of a General Plan Amendment, Specific Plan Amendment, Rezone, and Development Agreement Amendment related to land uses amendments to some of the Federico SVSP parcels (as shown in the attached Ordinances and Resolutions). Associated with this request was a Tentative Subdivision Map (for 413 single family lots), which the Planning Commission unanimously approved at their November 9, 2017, meeting. The requested entitlements include modifications to the land use and zoning designations,

reconfiguration of the Federico large lot parcels, revisions to the General Plan and SVSP document text and revisions to the Westpark Federico Development Agreement. The land use amendments would change the designation of approximately 40.27 acres of Medium Density Residential (MDR), 8.28 acres of High Density Residential (HDR), 1.72 acres of Park and Recreation (PR), 7.02 acres of Public/Quasi Public (P/QP), 3.04 acres of Open Space (OS) and 5.35 acres of right-of way to approximately 22.46 acres of Low Density Residential (LDR), 25.32 acres of MDR, 7.04 acres of HDR, 1.7 acres of PR, 3.05 acres of OS and 6.11 acres of right-of-way. As a result of this land use amendment, the plan area would gain 156 LDR lots, and lose 156 MDR lots.

Summary Evaluation:

Evaluation of General Plan Amendment, Specific Plan Amendment, and Rezone

As described in the attached Planning Commission staff report, the General Plan Amendment will reconfigure the land use designations of 65.68 acres of land. As described above, the proposed changes will add LDR acreage and decrease MDR acreage but will not change the overall number of residential units designated for the project area or extend beyond the development area of the SVSP. All 172 previously anticipated affordable HDR units will remain within the project area and will be provided on the proposed HDR site. This change will be reflected in next update to the Housing Element. No changes are proposed to the approved arterial and collector roadway network.

The tables and figures within the SVSP will be updated to reflect the General Plan land use changes. Additional language has been added to the Residential Development Standards and Design Guidelines sections to require a visual buffer of the electric substation from the HDR site. The Rezone will amend the zoning designation of the subject parcels to be consistent with the proposed Specific Plan and General Plan land use designations. Parcels resulting in land use designations of LDR or MDR will have a zoning designation of Small Lot Residential/Development Standard District (RS/DS). HDR parcels will have a zoning designation of Attached Housing District (R3). The PR, OS, and ROW parcels also have corresponding zoning designations of Parks and Recreation District (PR), Open Space (OS), and Right-of-Way (ROW).

The proposed project was found to be substantially consistent with the General Plan and Specific Plan goals and policies. Potential impacts to traffic, utilities (water, recycled water, wastewater and solid waste), and public facilities were evaluated in the Initial Study (provided as Exhibit A to the Planning Commission staff report) for the project and were found to have less of an impact than the existing plan.

Evaluation of Development Agreement Amendment (Attachment 1)

The proposed Development Agreement Amendment (DAA) is the first amendment to the Westpark Federico Development Agreement. The purpose of the amendment is to update the entitled land uses based on the requested General Plan land use amendments and outline any new obligations of the Landowner and the City based on the land use amendments. As described in the Planning Commission staff report, the DAA includes the following revisions:

- Section 2.2 and Section 3.12 to update the acreage dedicated to each land use consistent with the General Plan and Specific Plan land use changes.
- Section 2.6.2.1 to acknowledge the relocation of the 172 affordable housing units onto parcel FD-34 and to identify the requirement for 86 rental units to be available to very low income households and 86 rental units to be available to low income households.
- Section 3.17.1.2 to remove the landowner's ability to defer fees, with the exception of 50% of the SPRTA fee. For all new DAA requests in recent years, the City has consistently removed this fee deferral option.

- Updated Exhibit DD to show the removal of a section of bikeway within the FD-84 open space that would have connected LDR parcel FD-5 to Federico Drive. The bike trail was removed as part of the Clean Water Act (Federal 404) permitting process as the US Army Corp did not support the bike trail connection near wetlands within designated preserve open space areas. Should the City so choose to install this bike trail in the future, a separate wetland fill permit may be pursued by the City.

City staff reviewed the DAA and any comments were incorporated into the document.

Summary of Planning Commission hearing:

The project was heard by the City's Planning Commission on November 9, 2017. The applicant's representative addressed the Commission, spoke in favor of the project and requested approval by the Commission. Commission discussion was in support of the proposed entitlements. At the close of the meeting the Planning Commission unanimously approved (6 aye, 0 nay) the Tentative Subdivision Map and recommended the City Council approve the General Plan Amendment, Specific Plan Amendment, Development Agreement Amendment, and Rezone.

Public Outreach:

Early notification of the project was provided to the RCONA Board. A notice of the Planning Commission hearing and the City Council hearing was provided to property owners and residents within 300-feet of the project site. To date, no comments have been received on the project.

FISCAL IMPACT

To determine the potential fiscal impact to the City from the proposed land use changes, a fiscal analysis was prepared by EPS (Attachment 2 of the Planning Commission staff report). The analysis determined that the proposed land use changes will result in a net increase of more than \$795,000 in development impact fees. There will be no impact to the Community Facilities District (CFD) No.3 Special Taxes. Based on the fiscal analysis, the increase in fees will adequately cover the increase in service demands from the land use change. While the land use change will result in a neutral fiscal impact for services, EPS stated the City will likely see a long-term positive fiscal impact from the increase in property tax and sales tax revenue from LDR households. Given the fact that no change is proposed to the commercial land uses within the SVSP, no change is expected to affect sales tax revenue.

The Development Agreement outlines the requirement for payment of all applicable impact fees. No changes to the fees are proposed with this DA Amendment that would have a negative fiscal impact on the City.

ECONOMIC DEVELOPMENT / JOBS CREATED

The project will generate construction jobs. The proposed land use changes will have no impact on job creation.

ENVIRONMENTAL REVIEW

Consistent with California Environmental Quality Act (CEQA) Guidelines Section 15164, regarding a previously certified and adopted Environmental Impact Report (EIR), the proposed project must include preparation of the appropriate CEQA document. An EIR was certified with

adoption of the SVSP. Because the proposed project results in less density and fewer vehicle trips, the proposed project has less impacts than the approved land uses. An Initial Study to evaluate the environmental effects of the proposed project was prepared to confirm the impacts are less than what was approved with the original project. The proposed uses are substantially consistent with the buildout assumptions and would not increase the severity of already identified impacts. Therefore, there would be no new impacts previously identified in the SVSP EIR. Thus, pursuant to CEQA Guidelines, an Addendum to the SVSP EIR (SCH #2008032115, certified May 5, 2010) has been prepared to cover the minor technical changes and additions necessary to describe the proposed project.

Hydro Science prepared a technical study for this project to determine the projects potential new impacts to water. The study concluded the proposed project could have the potential to increase water demand by 15 acre feet per year (AFY). However, with the newly adopted Water Efficient Landscape Ordinance, the project would result in a water demand reduction of 47 AFY. The City's Engineering Division reviewed the land use changes for potential impacts to traffic and determined that a traffic analysis was not required. With the elimination of the P/QP land use, the project results in 165 less peak hour trips and 1,650 less daily trips (this assumes a FAR of 0.30 on the 7.02 acres and a peak generation rate of 1.8 trips/1,000 SF of building on the P/QP site).

Based on this information and the discussion in the Initial Study, the proposed project is substantially consistent with the buildout assumptions evaluated in the SVSP EIR and would not increase the severity of already identified significant impacts. Therefore, there would be no new significant impacts to the areas analyzed not previously identified in the SVSP EIR and therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City determined that *"none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred"* relative to the areas analyzed.

As part of the Addendum analysis, no new mitigation has been identified and therefore all existing mitigation from the SVSP EIR will be applied to the project as applicable. Refer to the Addendum for a full discussion of the environmental analysis. A copy of the Addendum is provided herein as Exhibit A to the Planning Commission staff report.

Respectfully Submitted,

Gina McColl, Associate Planner

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Planning Commission Staff Report

Planning Commission Staff Report with Attachments and Exhibits

Resolution No. 17-494

Exhibit B

Resolution No. 17-495

Exhibit C

DAA Ord

DAA #1

Resolution No. 17-496

Exhibit E

Rezone Ord

Exhibit F

**ITEM V-B: GENERAL PLAN AMENDMENT, DEVELOPMENT AGREEMENT AMENDMENT,
SPECIFIC PLAN AMENDMENT, REZONE, AND TENTATIVE SUBDIVISION MAP –
SVSP FEDERICO – 1701 WESTBROOK BL. - FILE # PL17-0024**

REQUEST

The entitlements include: 1) General Plan amendment to change the land use designations from approximately 40.27 acres of Medium Density Residential (MDR), 8.28 acres of High Density Residential (HDR), 1.72 acres of Park and Recreation (PR), 7.02 acres of Public/Quasi Public (P/QP), 3.04 acres of Open Space (OS) and 5.35 acres of right-of way to approximately 22.46 acres of Low Density Residential (LDR), 25.32 acres of MDR, 7.04 acres of HDR, 1.7 acres of PR, 3.05 acres of OS and 6.11 acres of right-of-way; 2) Development Agreement Amendments for the Westpark/Mourier/Federico Development Agreement; 3) Amendment to the Sierra Vista Specific Plan to reallocate acreage and units consistent with the land use changes; 4) a rezone of the property consistent with the land use changes; and 5) Small Lot Tentative Map to create 413 single family lots.

Applicant – Jeff Jones, Westpark Sierra Vista, LLC
Property Owner - Leonard Federico, Federico/Tyler Family Limited Partnership

SUMMARY RECOMMENDATION

The Planning Division recommends the Planning Commission take the following action:

- A. Consider the Addendum to the Sierra Vista Specific Plan EIR;
- B. Recommend the City Council approve the General Plan Amendment;
- C. Recommend the City Council approve the Development Agreement Amendment;
- D. Recommend the City Council approve the Specific Plan Amendment;
- E. Recommend the City Council approve the Rezone; and
- F. Adopt the three findings of fact and approve the Tentative Subdivision Map subject to one hundred (100) conditions of approval.

SUMMARY OF OUTSTANDING ISSUES

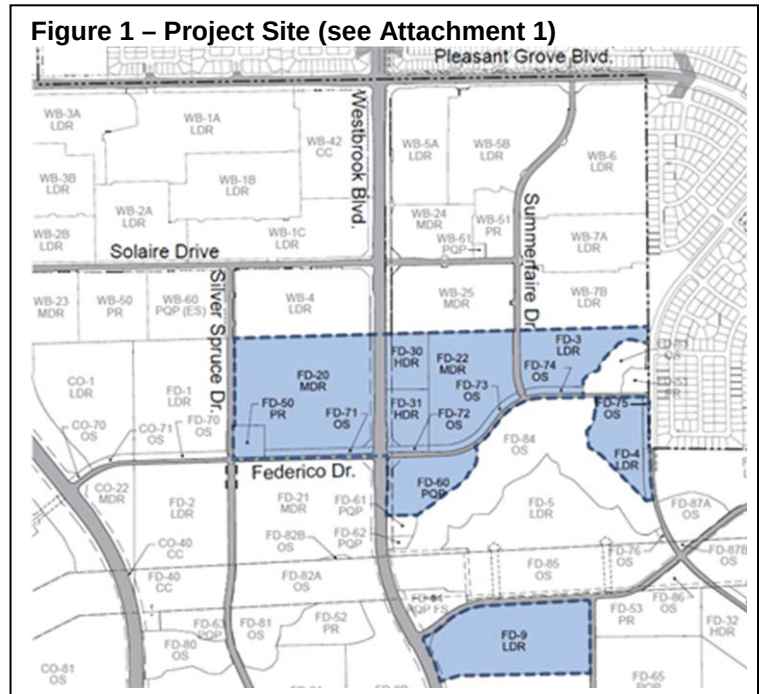
There are no outstanding issues with this project. The applicant has reviewed the conditions of approval and is agreement.

BACKGROUND

The project site is located within the undeveloped Sierra Vista Specific Plan (SVSP) area. The SVSP was adopted in 2010 and amended in 2012 to include the Westbrook land use amendments. The SVSP is the guiding document for development of the plan area and established the land use designations for parcels within the SVSP. The Final Subdivision Map that created the large lot land use parcels for the project area has been recorded. The proposed project includes amendments to some of the SVSP parcels, as shown in Figure 1, and identified as the Federico (FD) parcels. Development obligations for development of the Federico parcels are outlined in Westpark Federico Development Agreement (DA). This DA is one of nine (9) adopted DA's for the plan area.

PROJECT DESCRIPTION

A. General Plan Amendment – The project includes a General Plan Amendment (GPA) to reconfigure the land use designations of 65.68 acres of land. The type of existing land uses, which are Medium Density Residential (MDR), High Density Residential (HDR), Parks and Recreation (PR), Public/Quasi-Public (P/QP), Open Space (OS), and Right-of-Way (ROW) will be modified to include the Low Density Residential (LDR) land use and eliminate the Public/Quasi-Public (P/QP) land use. The proposed changes will add LDR acreage and decrease the MDR acreage but will not change the overall number of residential units designated for the project area or extend beyond the development area of the SVSP. No changes are proposed to the approved arterial and collector roadway network. Exhibit B is the proposed General Plan Amendment figure reflecting the land use changes. Exhibit C is the proposed text amendments updating the text with the amended land uses allocations. No policy amendments are requested with this project.



- B. Development Agreement Amendment, SVSP** – The project includes amendments to the “Development Agreement by and Between the City of Roseville and Westpark Sierra Vista, LLC as assignee of Westpark Federico, LLC, Mourier Investments, LLC, and Federico-Tyler Family Limited Partnership relative to the Sierra Vista Specific Plan,” for the purpose of reflecting the obligations associated with redesignating, rezoning, and subdividing the project area. This is the first amendment to this Development Agreement. The proposed Amendment is included as Exhibit D.
- C. Sierra Vista Specific Plan Amendment** – The project includes an Amendment to the SVSP, which includes land use changes consistent with those described in the General Plan Amendment. The Specific Plan Amendment also includes changes to the text, tables and figures to reflect the land use changes. Exhibit B is the proposed Specific Plan Amendment figure and Exhibit E is the proposed change pages for the text, tables, and figures of the Sierra Vista Specific Plan.
- D. Rezone** – The project includes the Rezone of land consistent with the proposed Specific Plan and General Plan land use designations. Parcels resulting in land use designations of LDR or MDR will have a zoning designation of Small Lot Residential/Development Standard District (RS/DS). HDR parcels will have a zoning designation of Attached Housing District (R3). The PR, OS, and ROW parcels also have corresponding zoning designations of Parks and Recreation District (PR), Open Space (OS), and Right-of-Way (ROW). The only change unique to the Rezone is the deletion of the Public/Quasi-public (P/QP) zoning designation from within the project boundary. Exhibit F is the proposed Rezone figure.
- E. Small Lot Tentative Subdivision Map** – The proposed Small Lot Tentative Subdivision Map includes 85.96 acres, and 413 single-family lots, 19 landscape lots, two park lots, 10 open space lots, and right-of way. The Small Lot Map is included as Exhibit G.

GENERAL PLAN AMENDMENT, SPECIFIC PLAN AMENDMENT, AND REZONE EVALUATION

General Plan and Specific Plan Amendments

As mentioned the General Plan Amendment and Specific Plan Amendment would make adjustments to the land use designations of several of the SVSP – Federico parcels for the purpose of increasing the amount of LDR units and decreasing the amount of MDR units. Additional acreage is needed to accommodate the LDR uses and therefore the P/QP land use will be replaced with the relocated HDR land use. The same overall number of residential units will be maintained within the SVSP. The land use changes are reflected in Table 1.

Table 1: SVSP Federico Land Use Changes

Land Use	Existing Land Uses*		Proposed Land Uses*		Difference	
	Acreage	Units	Acreage	Units	Acreage	Units
LDR	0	0	22.46	136	22.46	136
MDR	40.27	354	25.32	198	(14.95)	(156)
HDR	8.28	172	7.04	172	(1.24)	0
PR	1.72	n/a	1.7	n/a	(0.02)	n/a
P/QP	7.02	n/a	0	n/a	(7.02)	n/a
OS	3.04	n/a	3.05	n/a	0.01	n/a
ROW	5.35	n/a	6.11	n/a	0.76	n/a
Total	65.68	526	65.68	506**	0	(20)

* exact acreage can vary by a few decimals due to adjustments made during the final mapping process, which are typically a result of adjustments made to the right-of way.

** 1 LDR unit transferred to FD-3, 1 LDR unit transferred to FD-4, and 18 LDR units transferred to FD-9, which are outside the proposed land use change project area.

Proposed amendments to the General Plan and Specific Plan are analyzed for consistency with the goals and policies of the respective plans. As part of the change in land use, impacts to traffic, utilities (water, recycled water, wastewater and solid waste), and public facilities were evaluated. All were found to have less of an impact than the existing project. This evaluation is discussed in detail in the applicable sections of the Addendum to the SVSP EIR that was prepared to support this project. A copy of the Addendum is provided as Exhibit A. Also considered with the land use change was an evaluation of the policies related to land use mix and compatibility, affordable housing obligations, potential fiscal impacts to the City, and changes to the park design, as summarized below:

Land Use Mix and Compatibility - The project will make slight changes in the amount of acreage within the SVSP dedicated to either the LDR, MDR, HDR and P/QP uses. As a percentage of total acreage in the SVSP, LDR acreage will be increased by just over 1%, while the MDR and P/QP acreage will decrease by less than 1% and the HDR acreage will decrease by just over 1% (see SVSP Table 4.1, Exhibit E). These acreage adjustments are not significant and will substantially maintain the mix of land uses originally designated with the SVSP. The loss of the P/QP parcel for a future church use is not significant because

the church use can be provided on commercial or residential designated parcels available within the plan area.

The majority of the land use amendments replace existing residential land uses with other compatible residential land uses (e.g. MDR with LDR). Therefore, the project remains substantially consistent with the findings of approval from the original land use designation of the parcels. With adoption of the SVSP land use plan it was determined that any potential land use conflicts could be mitigated with adherence to the SVSP development and design standards. The same requirements apply to the subject parcels.

The proposed HDR site would be located adjacent to the electric substation. As land use adjacency of these two uses was not considered with the original land use plan, staff felt it was important to address the potential land use compatibility issues. Of concern was noise and visual impacts to the future residents of the HDR development. Information from Roseville Electric confirmed that noise impacts would not be a concern for the future residents, however, views of the substation could be less than ideal. Roseville Electric prohibits large scale trees and hedges adjacent to the substation for the protection of the substation operations. In order to ensure an adequate visual buffer is provided for the future HDR residents, additional design guidelines have been added to the SVSP to require the future buildings on the HDR parcel to be setback 30 feet from the substation property line and large scale trees be planted within the setback (but not within the first 20 feet) to screen residential views of the substation. With these additional guidelines, staff does not anticipate any land use conflicts between the uses.

Affordable Housing – Consistent with the General Plan Affordable Housing policies, the SVSP was required to designate affordable housing sites within the plan area. Within the proposed project area, the existing FD-30 and FD-31 HDR parcels each were designated to provide 86 affordable housing units. The proposed project merges the two parcels and relocates the HDR units to the former FD-60 P/QP parcel (now the FD-34 HDR parcel). All 172 affordable units will be provided on this FD-34 HDR parcel. Text and exhibit changes will be made to the General Plan and SVSP to acknowledge the relocation of affordable units.

Fiscal Impact – To determine the potential fiscal impact to the City from the proposed land use changes, a fiscal analysis was prepared by EPS (Attachment 2). The analysis determined that the proposed land use changes will result in a net increase of more than \$795,000 in development impact fees. There will be no impact to the Community Facilities District (CFD) No.3 Special Taxes. While the City will receive an increase in impact fees, the increase in fees will adequately cover the increase in service demands from the land use change. While the land use change will result in a neutral fiscal impact for services, EPS stated the City will likely see a long-term positive fiscal impact from the increase in property tax and sales tax revenue from LDR households. Given the fact that no change is proposed to the commercial land uses within the SVSP, no change is expected to the sales tax revenue.

FD-50 Park Site – The project will relocate the FD-50 park site from the northeast corner of the Federico Drive and Silver Spruce Drive intersection to the interior of the FD-20 MDR parcel. The SVSP includes a conceptual design of this park site. In coordination with the City's Parks Department a revised conceptual plan for the park site is provided. As discussed in the Tentative Subdivision Map section below, sidewalks will be provided to connect the park site to the paseos along Federico Drive and Silver Spruce Drive.

Rezone

The project would rezone the subject parcels to align the zoning designation with the land use designation. No new zoning designations are proposed. All LDR and MDR land use parcels will have a zoning designation of Small Lot Residential with a Design Standards overlay (RS/DS). The development standards for the RS/DS zoning designation are outlined in either the SVSP or the Development Agreement. The RS/DS development standards within the DA allow for a smaller lot size and reduced

building setbacks than the SVSP development standards. No deviations to the RS/DS standards are proposed with this project.

DEVELOPMENT AGREEMENT AMENDMENT

The proposed Development Agreement Amendment (DAA) is the first amendment to the Westpark Federico Development Agreement. The purpose of the amendment is to update the entitled land uses based on the requested General Plan land use amendments and outline any new obligations of the Landowner and the City based on the land use amendments. The DAA is provided as Exhibit D. The main components of the DAA are described below.

- Land Uses – revised Section 2.2 and Section 3.12 to update the acreage dedicated to each land use consistent with the General Plan and Specific Plan land use changes.
- Affordable Housing – revised Section 2.6.2.1 to acknowledge the relocation of the 172 affordable housing units onto parcel FD-34 and to identify the requirement for 86 rental units to be available to very low income households and 86 rental units to be available to low income households.
- Fee Deferral – revised Section 3.17.1.2 to remove the landowner's ability to differ fees, with the exception of 50% of the SPRTA fee. For all new DAA requests in recent years, the City has consistently removed this fee deferral option.
- Bikeway Master Plan Exhibit – updated Exhibit DD to show the removal of a section of bikeway within the FD-84 open space that would have connected LDR parcel FD-5 to Federico Drive. The bike trail was removed as part of the Clean Water Act (Federal 404) permitting process as the US Army Corp did not support the bike trail connection near wetlands within designated preserve open space areas. Should the City so choose to install this bike trail in the future, a separate wetland fill permit may be pursued by the City.

TENTATIVE SUBDIVISION MAP EVALUATION

The proposed Tentative Subdivision Map would subdivide large lot parcels FD-20, FD-22, FD-3, and FD-4 into 413 small lot residential parcels. Adjustments to the large lot parcels, which were previously approved, will coincide with the General Plan and SVSP land use changes proposed with the current application. Section 18.06.180 of the City of Roseville Subdivision Ordinance requires that three findings be made to approve or conditionally approve a Tentative Subdivision Map. The three findings are listed below in ***bold italic text*** and are followed by an evaluation of the map in relation to each finding.

1. ***The size, design, character, grading, location, orientation, and configuration of lots, roads and all improvements for the tentative parcel map are consistent with the density, uses, circulation and open space systems, applicable policies and standards of the General Plan or any applicable Specific Plan for the area, and the design standards of Title 18 (Subdivision Ordinance) of the Roseville Municipal Code.***

The map will create four residential neighborhoods, three with a LDR land use designation and one with a MDR land use designation. The FD-20 and FD-22 neighborhoods will be subdivided into two phases. All neighborhoods have a zoning designation of RS/DS. The average lot sizes within the neighborhoods will meet the minimum standards outlined in the Westpark Federico Development Agreement for the RS/DS zoning designation, as shown in Table 2.

Table 2: SVSP Federico Proposed Average Lot Sizes			
Parcel	Width (feet)	Depth (feet)	Area (sq.ft.)
<i>RS/DS Standard</i>	45	-	3,000
FD-3	55	105	5,775
FD-4	45	100	4,500
FD-20 A & B	45	100	4,500
FD 22 A	45	100	4,500
FD-22 B	50	100	5,000

The parcels are designed to facilitate traditional single family development.

The proposed subdivision preserves the roadway network surrounding the large lot parcels. Additional roadways are proposed within the subdivisions. The internal circulation within the neighborhoods has been designed to meet the SVSP guidelines for residential roadways. Access to each lot within the neighborhoods will be provided either from a residential street or an alleyway (which functions similar to a street). Within the FD-20A and B neighborhoods and the FD-22 A and B neighborhoods several of the lots are located on residential alleyways. The alleyways are narrower than a typical residential street, do not have sidewalks, or accommodate on-street parking. Due to the narrow width and dead-end nature of the alleyway, refuse vehicles cannot access the lots. As such, the City's Refuse Division placed a condition on the map (Condition 75B) to require all tenants of the units located on the alleyway to place refuse bins on the adjacent residential street. With this condition, the subdivision design can adequately be served by Refuse.

A paseo network for pedestrian and bicycle travel is planned throughout the SVSP. The subdivisions will provide connections to the paseos along Federico Drive and Silver Spruce Drive. Sidewalks will be provided on all residential streets, which ultimately lead to the paseo connections. Enhanced sidewalk paths have been provided at specific locations within the FD-20 neighborhood. These enhanced paths provide a separated sidewalk with landscaping on either side of the walk and areas for tree plantings. The enhanced paths were required to connect the paseo network to the FD-50 park site. The paths will be located on landscape lots (LS) that will be dedicated to the City for maintenance purposes. A condition of approval (Condition 82) has been added to the map to require the CFD to consider the cost of maintenance of these lots with the formation the creation of the CFD.

The subdivisions will be located on relatively flat land. As such the grading will be balanced with 238,000 cubic yards of cut and 238,000 cubic yards of fill. The DS Engineering Division has reviewed the preliminary grading and drainage information and added conditions to ensure the final grading and drainage plans comply with City standards.

- 2. *The subdivision will result in lots which can be used or built upon. The subdivision will not create lots which are impractical for improvement or use due to: the steepness of terrain or location of watercourses in the area; the size or shape of the lots or inadequate building area; inadequate frontage or access; or some other physical condition of the area.***

The proposed parcels are of sufficient size and shape to accommodate development that is consistent with the applicable zoning and design requirements. As mentioned above, the lots meet the minimum lot size standards for RS/DS designated parcels. The RS/DS standards have been determined to be of adequate size and shape to support development consistent with the SVSP guidelines.

The SVSP requires all development on RS/DS designated parcels with a land use density of seven (7) units/acre or greater to be evaluated for consistency with the Community Design Guidelines for Compact Residential Development through a Design Review Permit for Residential Subdivisions (DRRS). For this project parcels FD-20A & B have a density of 7.7 units/acre and 7.9 units/acre respectively. As the applicant will not be constructing homes on the parcels, a deferral of the DRRS entitlement is requested. The Roseville Municipal Code provides the requirement for the DRRS. As such, Condition 90 has been added as a reminder to the future builder of parcels FD-20 A & B. Typical design standards that will be applied to the development with the DRRS include variation of wall planes, roof forms, colors and materials on the units, window and door trim, de-emphasis of the garages and encouragement of front porches. The subdivision design are of adequate shape to support development that will be consistent with the applicable design guidelines.

The subdivision is located on relative flat land. A master drainage plan has been approved for the area. The Engineering Division reviewed the proposed grading and drainage plans and deemed them consistent with the master drainage plan.

3. *The design and density of the subdivision will not violate the existing requirements prescribed by the Regional Water Quality Control Board for the discharge of waste into the sewage system, Pursuant to Division 7 of the water code.*

Anticipated water quality impacts and discharge of waste are not affected by the proposed Tentative Subdivision Map. Technical memorandums were prepared to analyze the proposed projects impact to the water demand, water conservation, and sanitary sewer (see Attachments 3-5). Based on the information contained in the technical memorandums and the information shown on the proposed plans, the Environment Utilities Division determined the design of the sewer lines in the project area and treatment capacity at the City's sewage treatment plant was found to have adequate conveyance and capacity to accommodate development on the proposed parcels created by the Tentative Subdivision Map.

Based on the evaluation above, staff believes that the required findings can be made to approve the Tentative Subdivision Map for the small lots.

ENVIRONMENTAL DETERMINATION

Consistent with California Environmental Quality Act (CEQA) Guidelines Section 15164, regarding a previously certified and adopted Environmental Impact Report (EIR), the proposed project must include preparation of the appropriate CEQA document. An EIR was certified with adoption of the SVSP. Because the proposed project results in less density and fewer vehicle trips, the proposed project has less impacts than the approved land uses. An Initial Study to evaluate the environmental effects of the proposed project was prepared to confirm the impacts are less than what was approved with the original project. The proposed uses are substantially consistent with the buildout assumptions and would not increase the severity of already identified impacts. Therefore, there would be no new impacts previously identified in the SVSP EIR. Thus, pursuant to CEQA Guidelines, an Addendum to the SVSP EIR (SCH #2008032115, certified May 5, 2010) has been prepared to cover the minor technical changes and additions necessary to describe the proposed project.

Hydro Science prepared a technical study for this project to determine the projects potential new impacts to water. The study concluded the proposed project could have the potential to increase water demand by 15 acre feet per year (AFY). However, with the newly adopted Water Efficient Landscape Ordinance, the project would result in a water demand reduction of 47 AFY. The City's Engineering Division reviewed the land use changes for potential impacts to traffic and determined that a traffic analysis was not required. With the elimination of the P/QP land use, the project results in 165 less

peak hour trips and 1,650 less daily trips (this assumes a FAR of 0.30 on the 7.02 acres and a peak generation rate of 1.8 trips/1,000 SF of building on the P/QP site).

Based on this information and the discussion in the Initial Study, the proposed project is substantially consistent with the buildout assumptions evaluated in the SVSP EIR and would not increase the severity of already identified significant impacts. Therefore, there would be no new significant impacts to the areas analyzed not previously identified in the SVSP EIR and therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City determined that *“none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred”* relative to the areas analyzed.

As part of the Addendum analysis, no new mitigation has been identified and therefore all existing mitigation from the SVSP EIR will be applied to the project as applicable. Refer to the Addendum for a full discussion of the environmental analysis. A copy of the Addendum is provided herein as Exhibit A.

PUBLIC OUTREACH

The project site is located within the undeveloped SVSP and therefore neighborhood associations have yet to be formed. Early notification of the project was provided to the RCONA Board, and no comments were received as a result of the notice. A notice of the Planning Commission hearing was provided to property owners within 300-feet of the project site. To date, no comments have been received on the project.

RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

- A. Consider the **Addendum to the Sierra Vista Specific Plan Environmental Impact Report**;
- B. Recommend the City Council approve the **GENERAL PLAN AMENDMENT for SVSP FEDERICO – 1701 WESTBROOK BL. - FILE # PL17-0024** amending the General Plan Land Use Map as shown in Exhibit B, and amending the text and figures of the General Plan as shown in Exhibit C;
- C. Recommend that the City Council adopt the five findings of fact and approve the **1st DEVELOPMENT AGREEMENT AMENDMENT FOR THE WESTPARK FEDERICO DA - SVSP FEDERICO – 1701 WESTBROOK BL. - FILE # PL17-0024** as shown in Exhibit D;
 1. *The proposed Development Agreement Amendment is consistent with the objectives, policies, general land uses and programs specified in the General Plan;*
 2. *The Proposed Development Agreement Amendment is consistent with the provisions of Chapter 19.84 of the Roseville Zoning Ordinance;*
 3. *The Proposed Development Agreement will not be detrimental to the health, safety, or general welfare of the residents of the City of Roseville;*
 4. *The Proposed Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and*
 5. *The Proposed Development Agreement will provide sufficient benefit to the City to justify the amendment.*
- D. Recommend the City Council approve the amendments to the Sierra Vista Specific Plan for **SVSP FEDERICO – 1701 WESTBROOK BL. - FILE # PL17-0024** as shown in Exhibit B and Exhibit E;

- E. Recommend the City Council adopt the two findings of fact as stated below and approve the – **REZONE for SVSP FEDERICO – 1701 WESTBROOK BL. - FILE # PL17-0024** as shown in Exhibit F; and
1. *The proposed rezone is consistent with the objectives, policies, general land uses and programs specified in the General Plan.*
 2. *The proposed rezone is consistent with the public interest, health, safety, and welfare of the City.*
- F. Adopt the three findings of fact as stated below and approve **TENTATIVE SUBDIVISION MAP for SVSP FEDERICO – 1701 WESTBROOK BL. - FILE # PL17-0024**, as shown in Exhibit G subject to one-hundred (100) conditions of approval.
1. *The size, design, character, grading, location, orientation, and configuration of lots, roads and all improvements for the tentative subdivision map are consistent with the density, uses, circulation and open space systems, applicable policies and standards of the General Plan and the Community Design Guidelines, and the design standards of Title 18 (Subdivision Ordinance) of the Roseville Municipal Code.*
 2. *The subdivision will result in lots which can be used or built upon. The subdivision will not create lots which are impractical for improvement or use due to: the steepness of terrain or location of watercourses in the area; the size or shape of the lots or inadequate building area; inadequate frontage or access; or, some other physical condition of the area.*
 3. *The design and density of the subdivision will not violate the existing requirements prescribed by the Regional Water Quality Control Board for the discharge of waste into the sewage system, Pursuant to Division 7 of the Water Code.*

CONDITIONS OF APPROVAL FOR THE TENTATIVE SUBDIVISION MAP

1. The approval of a Tentative Map and/or tentative site plan does not constitute approval of proposed improvements as to size, design, materials, or location, unless specifically addressed in these conditions of approval. (Engineering)
2. The design and construction of all improvements shall conform to the Improvement Standards and Construction Standards of the City of Roseville, or as modified by these conditions of approval, or as directed by the City Engineer. (Engineering)
3. The developer shall not commence with any on-site improvements until such time as grading and/or improvement plans are approved and grading and/or encroachment permits are issued by the Department of Public Works. (Engineering)
4. The applicant shall pay City's actual costs for providing plan check, mapping, GIS, and inspection services. This may be a combination of staff costs and direct billing for contract professional services. Project billing may occur up to two months after end or warranty or Notice of Termination date for the SWPPP, whichever occurs later. (Engineering, Environmental Utilities, Finance)
5. Prior to the issuance of any improvement plans, owner must have obtained issuance of a 404 permit as defined by the Development Agreement between the City of Roseville and Westpark Federico, LLC, Mourier Investments, LLC and Federico-Tyler Family Limited Partnership. (Engineering)

6. The applicant shall be responsible for reimbursements to the West Roseville Specific Plan per Section 3.26 of the Development Agreement. (Engineering, Environmental Utilities)
7. An Affordable Rental Housing Agreement shall be executed prior to issuance of building permits for parcel FD-34. (Housing)

PRIOR TO ISSUANCE OF A GRADING PERMIT AND/OR IMPROVEMENT PLANS

8. Landscape Plans for all landscape corridors and all landscaped common areas shall be approved with the improvement plans. Landscaping shall be installed for Substantial Completion of the subdivision improvements. The landscape plan shall comply with the Sierra Vista Specific Plan and the City of Roseville Water Efficient Landscape Ordinance. (Planning, Engineering, Parks, Fire, Environmental Utilities)
9. The applicant shall submit to the Engineering Department the appropriate Army Corps of Engineers permit or clearance, the California Department of Fish and Game Stream Bed Alteration Agreement, and/or the Regional Water Quality Control Board Water Quality Certificate. (Planning)
10. The grading and improvement plans shall be designed in accordance with the City's Improvement Standards and Construction Standards and shall reflect the following:
 - a. Street improvements including, but not limited to, curb, gutter, sidewalk, pavement, drainage systems, traffic striping, signing, medians and markings, etc. along all existing and proposed City streets, as required by Engineering.
 - b. Grading shall comply with the City grading ordinance. Erosion control devices (sediment traps, ditches, straw bales, etc.) shall be shown on the grading plans or in the SWPPP. All erosion control shall be installed prior to the onset of wet weather. Erosion control is installed to minimize silt discharge from the project site. It is incumbent upon the applicant to ensure that necessary measures are taken to minimize silt discharge from the site. Therefore modification of the erosion control plan and/or SWPPP may be warranted during wet weather conditions.
 - c. A rough grading permit may be approved by the Engineering Department prior to approval of the improvement plans.
 - d. Access to the floodplain as required by Engineering and the Streets Department.
 - e. Standard Handicap ramps shall be installed at all curb returns per City Standards. (Engineering)
11. For all work to be performed off-site, permission to enter and construct shall be obtained from the property owner, in the form of a notarized right-of-entry. Said notarized right-of-entry shall be provided to Engineering prior to approval of any plans. (Engineering)
12. The applicant shall apply for and obtain an encroachment permit from the Engineering Department prior to any work conducted within the City right-of-way. (Engineering)
13. The phasing of the infrastructure shall be consistent with the Sierra Vista Federico Phase 1 – Infrastructure Matrix (as prepared by MacKay & Soms), the Sierra Vista Specific Plan and as defined in the Development Agreement between the City of Roseville and Westpark Federico, LLC, Mourier Investments, LLC and Federico-Tyler Family Limited Partnership. The phasing of subdivisions shall occur as outlined in the Sierra Vista Federico Phase 1 – Infrastructure Matrix. Acceptance of each subdivision by the City, shall be contingent on the prerequisite phases having been accepted by the City. (Engineering)

14. Westbrook Blvd. shall be constructed in conformance with the approved Tentative Map, the Sierra Vista Specific Plan and section 3.5.2(c) of the Development Agreement. In addition, the following conditions apply to Westbrook Blvd:
 - a. Standard 220 ft. deceleration lane w/120 ft. taper at Federico Drive.
 - b. Modified 150 ft. deceleration lane w/120 ft. taper at Wandering Star Drive.
 - c. Traffic signal underground conduit and loops shall be installed at Federico Drive with the construction of the intersection.
 - d. Shall maintain a minimum of 1-foot freeboard elevation, as measured from the lowest travel lane, above the 100-year flood elevation.
15. Federico Drive shall be constructed in conformance with the approved Tentative Map, the Sierra Vista Specific Plan and section 3.5.3 of the Development Agreement. In addition, the following conditions apply to Federico Drive.
 - a. Traffic signal underground conduit and loops shall be installed at Westbrook Boulevard with the construction of the intersection, if not already installed.
16. All alleys will be public roads and shall be designed to a TI of 7. The entrance to the alleys shall be design and constructed as a modified A-7 driveway per City Standard detail ST-1b. (Engineering)
17. The applicant shall remove and reconstruct any existing damaged curb, gutter, and sidewalk along the property frontage. During site inspection Engineering will designate the exact areas to be reconstructed. (Engineering)
18. All Lots/Parcels shall conform to Class 1 drainage, pursuant to the adopted City of Roseville Improvement Standards, except as shown on the tentative map or as approved in these conditions. (Engineering)
19. The following note shall be added to the Grading and/or Improvement Plans:

To minimize dust/grading impacts during construction the applicant shall:

 - a. Spray water on all exposed earth surfaces during clearing, grading, earth moving and other site preparation activities throughout the day.
 - b. Use tarpaulins or other affective covers on all stockpiled earth material and on all haul trucks.
 - c. Sweep the adjacent streets frontages at least once a day or as needed to remove silt and other dirt which is evident from construction activities.
 - d. Ensure that construction vehicles are cleaned prior to leaving the construction site to prevent dust and dirt from being tracked off site.
 - e. The City shall have the authority to stop all grading operations, if in the opinion of city staff, inadequate dust control measures are being practiced or excessive wind conditions contribute to fugitive dust emissions. (Engineering)

20. Prior to the approval of the improvement plans, it will be the project proponent's responsibility to pay the standard City Trench Cut Recovery Fee for any cuts within the City streets that are required for the installation of underground utilities. (Engineering)
21. A note shall be added to the grading plans that states:
*"Prior to the commencement of grading operations, the contractor shall identify the site where the **excess/borrow** earthen material shall be imported/deposited. If the **borrow/deposit** site is within the City of Roseville, the contractor shall produce a report issued by a geotechnical engineer to verify that the exported materials are suitable for the intended fill, and shall show proof of all approved grading plans. Haul routes to be used shall be specified."* (Engineering)
22. A standard bus shelter pad shall be installed on northbound Westbrook Boulevard past the corner of Federico Drive (#289) (Engineering, Alternative Transportation)
23. A separate easement shall be dedicated to the City of Roseville for the future bus stops at the following location on northbound Westbrook north of Federico (#289). (Engineering, Alternative Transportation)
24. Per the Sierra Vista Specific plan, pedestrian sidewalks along the open spaces will be installed at the time of construction of the following streets:

Federico Drive at FD 83 and FD 84
Market Street at FD 83 (Engineering, Alternative Transportation)
25. Provide Pedestrian access walkways from neighborhoods as shown on the tentative map to the paseo on Silver Spruce Drive from Parcel FD20. (Engineering, Alternative Transportation)
26. The applicant shall dedicate all necessary rights-of-way for the widening of any streets required with this entitlement. A separate document shall be drafted for approval and acceptance by the City of Roseville, and recorded at the County Recorder's Office. (Engineering)
27. The applicant shall dedicate a separate drainage easement to the City of Roseville for the storm drain facility required to transfer public storm waters through the site. The easement document shall be drafted for approval and acceptance by the City of Roseville, and recorded at the County Recorder's Office. (Engineering)
28. The grading plans for the site shall be accompanied with a shed map that defines that area tributary to this site. All drainage facilities shall be designed to accommodate the tributary flow. All on-site storm drainage shall be collected on site and shall be routed to the nearest existing storm drain stub of natural drainage course. (Engineering)
29. **Prior to the approval of the Improvement Plans**, the project proponent shall prepare and submit a Storm Water Pollution Prevention Plan (SWPPP) to the City, as defined by the Regional Water Quality Control Board. The SWPPP shall be submitted in a single three ring binder. Upon approval, the SWPPP will be returned to the project proponent during the pre-construction meeting. If the SWPPP is viewable in SMARTS then the WDID number can be provided to Engineering in lieu of a hard copy of the SWPPP. (Engineering)
30. Prior to approval of improvement plans, drainage calculations must be submitted that are consistent with the Master Drainage Study for the Sierra Vista Specific Plan or the Master Drainage Study shall be amended as necessary to accommodate any change in drainage sheds. Storm water detention for the 100-year storm event, including sizing and types of cross culverts, and drainage swales shall

also be consistent with the Master Drainage Study or the Master Drainage Study shall be amended to reflect any proposed changes. (Engineering)

31. All storm drainage shall be routed to the nearest storm drain system or natural drainage facility. Prior to discharge from the site, the storm water shall be treated with appropriate storm water pollution treatment device(s). All storm water treatment shall be consistent with the Preliminary Stormwater Compliance Form approved by Engineering. The proposed Low Impact Development (LID), consisting of grassy swales, soil amendments, disconnected roof drains and trees, shall be used throughout the proposed project. The design of the soil amendment LID shall be coordinated with Engineering and designed prior to Village rough grade plans being issued. The drainage outfalls shall extend down to the receiving water and shall be constructed with adequate velocity attenuation devices. (Engineering)
32. The grading plans shall be accompanied with engineered structural calculations for all retaining walls greater than 4 feet in height. All retaining walls shall be of either split faced masonry units, keystone type construction, or cast in place concrete with fascia treatment. (Engineering)
33. The developer shall be responsible for any necessary relocation of signal interconnect cables that may require re-location as a result of the construction of turn lanes and/or driveways. (Engineering)
34. To ensure that the design for any necessary widening, construction, or modifications of Public Streets does not conflict with existing dry utilities generally located behind the curb and gutter, and prior to the submittal of design drawings for those frontage improvements, the project proponent shall have the existing dry utilities pot holed for verification of location and depth. (Engineering)
35. Sight distances for all driveways shall be clearly shown on the improvement plans to verify that minimum standards are achieved. It will be the responsibility of the project proponent to provide appropriate landscaping and improvement plans, and to relocate and/or modify existing facilities as needed to meet these design objectives. (Engineering)
36. Improvement plans shall show the Preserve boundary and label it as a protected area. The Pre-Construction meeting shall address the presence of the Preserve, the sensitive habitats present and minimization of disturbance to the Preserve. During grading and construction the preserve area shall be avoided and shall not be used for parking, storage, or project staging. The contractor shall remove all trash blown into the preserve from adjacent construction on a daily basis. After construction is complete, the temporary fencing shall be removed from the preserve, along with all temporary erosion control measures (e.g., straw bales, straw waddles and stakes, silt fencing). (Engineering, Development and Operations, Planning)
37. Prior to construction within any phase of the project, high visibility temporary construction fencing shall be installed along the parcel adjacent to the Preserve. Fencing shall be maintained daily until permanent fencing is installed, at which time the temporary fencing shall be removed from the project site. (Engineering, Development and Operations, Planning)
38. With the exception of access required for maintenance and/or emergency vehicles, the project shall be designed to prevent vehicle access into the Preserve. Post and cable fencing or other improvements shall be utilized to meet this requirement. (Engineering, Development and Operations, Planning)
39. Landscaping adjacent to the Preserve shall be California native, drought-tolerant groundcover, shrubs, plants and trees. (Development and Operations, Planning)

40. Prior to the issuance of a grading permit or approval of Improvement Plans, the grading plans shall clearly identify all existing water, sewer and recycled water utilities within the boundaries of the project (including adjoining public right of way). Existing utilities shall be identified in plan view and in profile view where grading activities will modify existing site elevations over top of or within 15 feet of the utility. Any utilities that could potentially be impacted by the project shall be clearly identified along with the proposed protection measures. The developer shall be responsible for taking measures and incurring costs associated with protecting the existing water, sewer and recycled water utilities to the satisfaction of the Environmental Utilities Director. (Environmental Utilities)
41. Water and sewer infrastructure shall be designed and constructed pursuant to the adopted City of Roseville Improvement Standards and Construction Standards and shall reflect the following:
 - a. Sewer and water service laterals shall not be allowed off of water and sewer mains larger than 12 inches in diameter. (Environmental Utilities)
 - b. Utilities or permanent structures shall not be located within the area which would be disturbed by an open trench needed to expose sewer trunk mains deeper than 12' unless approved by Environmental Utilities in these conditions. The area needed to construct the trench is a sloped cone above the sewer main. The cone shall have 1:1 side slopes. (Environmental Utilities)
 - c. Water and sewer mains shall not exceed a depth of 12' below finished grade, unless authorized in these conditions. (Environmental Utilities)
 - d. All sewer manholes shall have all-weather 10-ton vehicular access unless authorized by these conditions. (Environmental Utilities)
42. Recycled water infrastructure shall be designed pursuant to the adopted City of Roseville Improvement Standards and the City of Roseville Construction Standards. The applicant shall pay all applicable recycled water fees. Easements shall be provided as necessary for recycled water infrastructure. (Environmental Utilities)
43. Any backflow preventers visible from the street shall be painted green to blend in with the surrounding landscaping. The backflow preventers shall be screened with landscaping and shall comply with the following criteria:
 - a. There shall be a minimum clearance of four feet (4'), on all sides, from the backflow preventer to the landscaping.
 - b. For maintenance purposes, the landscaping shall be installed on a maximum of three sides and the plant material shall not have thorns.
 - c. The control valves and the water meter shall be physically unobstructed.
 - d. The backflow preventer shall be covered with a green cover that will provide insulation. (Environmental Utilities)
44. A note shall be added to the Improvement Plans stating that all water backflow devices shall be tested and approved by the Environmental Utilities Department prior to the Notice of Completion for the improvements. (Environmental Utilities)
45. Parcel FD-62 is to be graded with road improvements fronting this parcel. (Environmental Utilities)

46. Fire hydrants shall be located as required by the Fire Department. The maximum distance between fire hydrants shall not exceed 500' on center. (Fire)
47. Minimum fire flow is 1,500 gallons per minute with 20 lbs. residual pressure. The fire flow and residual pressure may be increased, as determined by the Fire Marshall, where the project utility lines will serve non-residential uses. (Fire)
48. Fire hydrants shall be located as required by the Fire Department. The maximum distance between fire hydrants shall not exceed 500' on center. This provision applies only to future detached residential use only. (Fire)
49. Minimum fire flow is 1,500 gallons per minute with 20 lbs. residual pressure. The fire flow and residual pressure may be increased, as determined by the Fire Marshall, where the project utility lines will serve non-residential uses. This provision applies only to future detached residential use only. (Fire)
50. Testing of all fire systems shall be performed prior to the sales office can be opened for business. (Fire)
51. Framing construction cannot commerce until access roads and public fire hydrants are approved by the Fire Department. (Fire)
52. If this project will be phased, the fire department requirements for access and circulation throughout shall be approved by the City for such proposal. Access road shall comply in accordance with the California Fire Code and the City of Roseville's Amendments. A separate phasing plan shall be reviewed and approved by this department. (Fire)
53. Any facilities proposed for placement within public/electric utility easements shall be subject to review and approval by the Electric Department before any work commences in these areas. This includes, but is not limited to, landscaping, lighting, paving, signs, trees, walls, and structures of any type. (Electric)
54. All Electrical Department facilities, including street lights where applicable, shall be designed and built to the "City of Roseville Specifications for Residential Trenching". (Electric)
55. The design for electrical service for this project will begin when the Electric Department has received a full set of improvement plans for the project. (Electric)
56. All landscaping in areas containing electrical service equipment shall conform with the "Electric Department Landscape Design Requirements" as outlined in Section 7.00 of the Electric Department's "Specifications for Residential Trenching" (Electric)
57. For FD-34, no permanent structures shall be permitted within 12' of the electric sub-station FD-61.
58. The location and design of the gas service shall be determined by PG&E. The design of gas service for this project shall not begin until PG&E has received a full set of City approved improvement plans for the project. (PG&E)
59. It is the developer's responsibility to notify PG&E of any work required on PG&E facilities. (PG&E)
60. Landscape and irrigation plans shall comply to the latest Water Efficient Landscaping Ordinance (WELO). In particular, special attention should be paid to planter strips less than 10' wide as current restrictions are limiting. By submission of improvement plans, landscape architects' are indicating that the irrigation design meets stipulated thresholds for irrigation efficiencies. (Parks)

61. Over-grading onto the adjacent park (Lot FD-50) or city maintained open space (Lot FD-84) (existing or future) shall be prohibited, except as provided for in the SVSP and approved drainage master plan. (Parks)
62. Drainage shall be installed on the project's property to collect increased run-off due to development. Drainage shall not daylight onto City property. (Parks)
63. Existing trees along project property line shall be preserved. Damage to the tree during the course of construction shall be the property owner's responsibility. (Parks)
64. Accent lighting at entry monuments shall be above ground types. In-ground lighting will not be accepted. (Parks)
65. Signage at entry monuments shall be monolithic and bolted in place. Individual letters and epoxy or bolted in place will not be accepted. Notwithstanding the foregoing, the project may continue to use the approved signage for the Solaire community north of the project site, subject to approval of a sign permit and sufficient funding is included in the CFD for Services for repair and replacement. (Parks)
66. Utilities for park (FD-50) shall be coordinated with Parks, Recreation & Libraries. (Parks)
67. A master access plan for open space along the entire project ~~shall be~~ has been prepared and submitted. The plan shows proposed vehicle access points at a frequency that allows access to the entire open space areas. Final design of these access points shall be included as a part of the improvement plans for roadways adjacent to an Open Space parcel where an outfall or other feature is to contain an access point for maintenance. (Parks)
68. Costs for GIS mapping of city-maintained parcels shall be part of the project costs. (Parks)
69. For the landscape and irrigation plans for the City-maintained streetscapes (arterials and collector streets):
 - a. The landscape and irrigation systems associated with the above roadways for each village (or set of improvement plans) shall be designed in conformance with the approved Master Irrigation Plan (Exhibit) dated September 28, 2017.
 - b. These plan sets shall be submitted no later than the second submittal of improvement plans, along with a master irrigation plan showing points of connections/sizes, controller locations, mainline routes and sizes, sleeve locations and sizes, valve locations and sizes and available static water pressure.
 - c. Points of connections and sleeves shown on the approved master irrigation plan shall be reflected on the associated civil plans. (Parks)
70. The future City-maintained landscaping shall be installed concurrently with the construction of the adjacent villages or homes. (Parks)

PRIOR TO OR UPON RECORDATION OF FINAL/PARCEL MAP

71. The following easements shall be provided and shown on the Final/Parcel Map or by separate instrument, unless otherwise provided for in these conditions:
 - a. A public utilities easement along all road frontages per the SVSP;

- b. Water and sewer easements; and,
 - c. The final map shall include dedication of a public access easement over the open space in the Sierra Vista Large Lot Final Map for purposes of public trail use, trail construction and trail maintenance to be effective upon construction of the paved trail as called for in the Specific Plan.
72. Easement widths shall comply with the City's Improvement Standards and Construction Standards. (Environmental Utilities, Electric, Engineering)
73. All existing easements shall be maintained, unless otherwise provided for in these conditions. (Environmental Utilities, Electric, Engineering)
74. Separate document easements required by the City shall be prepared in accordance with the City's "Policy for Dedication of Easements to the City of Roseville". All legal descriptions shall be prepared by a licensed land Surveyor (Environmental Utilities, Electric, Engineering)
75. A declaration of Conditions, Covenants and Restrictions (CC&Rs), in a form approved by the City Attorney, shall be recorded on the entire property concurrently with the Final/Parcel Map. The CC&Rs shall include the following items: (Attorney, Planning)
- a. A clause prohibiting the amendment, revision or deletion of any sections in the CC&Rs required by these conditions of approval without the prior written consent of the City Attorney.
 - b. Dead end alleys in FD-20B, FD-22A, FD-22B that have no turn around bulb, will require that trash bins be wheeled out to a designated area on the main street for pick up. Words to this effect shall be placed in the CC&Rs. (Environmental Utilities)
76. The City shall not approve the Final Map for recordation until either:
- a. A subdivision agreement is entered into along with the necessary bonds and insurance as required by the City. Said agreement shall be in a form acceptable to the City Attorney.
- OR
- b. The improvement plans are approved, and the improvements are constructed and accepted as complete. In this case, the subdivider shall enter into a one-year maintenance agreement concurrent with the recordation of the Final Map. (Engineering)
77. Any structures crossing Lot/Parcel lines created by the Final/Parcel map shall be removed. (Engineering)
78. Lot/Parcel FD-83 (or other description of area) shall be dedicated as an easement (or in fee) to the City for the purposes of (floodplain, open space, or public access). (Engineering)
79. The street names shall be approved by the City of Roseville. (Engineering)
80. Applicant has the option of forming a Community Facilities District – Public Facilities (CFD) for the purpose of financing the construction and/or acquisition of public infrastructure and facilities within the project area. (Finance)

81. A Community Facilities District – Public Services (Services CFD) shall be formed for the subject property prior to the issuance of the first residential building permit, excluding permits for model homes or certificates of occupancy for non-residential uses. This district is being formed in order to fund maintenance of landscaping, open space, trails and neighborhood parks. It is the applicant's responsibility to cooperate with the Finance Department in preparing the appropriate documentation for the formation of the Services CFD. In order to allow the CFD to be in place at the beginning of the Levy cycle, the documentation shall be provided to the Finance Department not later than March 15 of the year preceding the Levy cycle in which the Services CFD will become effective. (Finance)
82. The special tax levied to fund the Services CFD shall include the cost for maintenance of the Landscape Lots (as identified on the Tentative Subdivision Map) and the cost for maintenance of the neighborhood entry signs. (Finance, Parks)
83. The subject property shall be annexed into Municipal Services District #3 (Muni CFD) prior to the issuance of the first residential building permit, excluding permits for model homes or certificates of occupancy for non-residential uses. This property is being added into this district in order to provide the funds required to offset the property's impact on City general fund resources available to pay for municipal services citywide, including the project area. It is the applicant's responsibility to cooperate with the Finance Department in preparing the appropriate documentation for the annexation of this property into the CFD. In order to allow the CFD to be in place at the beginning of the Levy cycle, the documentation shall be provided to the Finance Department not later than March 15 of the year preceding the Levy cycle in which the Muni CFD will become effective. (Finance)
84. The Final/Parcel Map shall include an irrevocable offer to dedicate public rights-of-way and public and/or private easements as required by the City. Lettered Lot//Parcel along major roads shall be dedicated as landscape/pedestrian/public utility easements and in fee to the City as open space. (Engineering)
85. The words "traffic control appurtenances" shall be included in the list of utilities allowed in public utilities easements (PUE's) located along public roadways. (Engineering)
86. The Final/Lot/Parcel/Parcel Map shall be submitted per, "The Digital Submittal of Cadastral Surveys". Submittal shall occur after Engineering approval but prior to Council approval (Engineering)
87. The cost of any facilities which are identified in the CIP and are beyond those needed for this project may be reimbursed to the developer. In accordance with §66485 and §66486 of the Subdivision Map Act, any improvements constructed by the subdivider which contain supplemental size, capacity, number, or length for the benefit of property not within the subdivision and which improvements are to be dedicated to the public, the subdivider shall be entitled to reimbursement for that portion of the cost of the improvements which is in excess of the construction required for the subdivision. (Engineering)
88. Electric construction costs incurred by the City of Roseville Electric Department for this project shall be paid for by the developer per the applicable policy. (Electric)
89. The applicant shall pay all applicable water and sewer fees. (Environmental Utilities)

OTHER CONDITIONS OF APPROVAL

90. The future builder of MDR land use designated Parcels FD-20 A & B shall obtain a Design Review Permit for Residential Subdivision (DRRS) prior to issue of building permits on the parcels. (Planning)

91. The applicant shall pay City's actual costs for providing plan check, installation and inspection services. This may be a combination of staff costs and direct billing for contract professional services (Environmental Utilities, Engineering)
92. Any relocation, rearrangement, or change to existing electric facilities due to this development shall be at the developer's expense. (Electric)
93. It is the responsibility of the developer to insure that all existing electric facilities remain free and clear of any obstructions during construction and when the project is complete. (Electric)
94. Existing public facilities damaged during the course of construction shall be repaired by the applicant, at the applicant's expense, to the satisfaction of the City. (Engineering)
95. The project is subject to the noise standards established in the City's Noise Ordinance. In accordance with the City's Noise Ordinance project construction is exempt between the hours of seven a.m. and seven p.m. Monday through Friday, and between the hours of eight a.m. and eight p.m. Saturday and Sunday. Provided, however, that all construction equipment shall be fitted with factory installed muffling devices and that all construction equipment shall be maintained in good working order. (Engineering)
96. If site survey or earth moving work results in the discovery of hazardous materials in containers or what appears to be hazardous wastes released into the ground, the contractor shall notify the Roseville Fire Department immediately. A representative from the Fire Department will make a determination as to whether the incident is reportable or not and if site remediation is required. Non-emergency releases or notifications about the presence of containers found shall be reported to the Fire Department. (Fire)
97. All plant material shall be maintained under a 90 calendar day establishment period after initial planting. Upon completion of the establishment period, all plant material shall remain under warrantee for an additional 9 months minimum. Any plant material which does not survive during the establishment period shall be immediately replaced. Any trees or shrubs which do not survive during the warrantee period shall be replaced one month prior to the end of the warrantee period. Tree or shrub replacement made necessary due to acts of God, neglect or vandalism shall be exempt from the warrantee.
98. The dedication of parkland (future parks and/or open space) shall be deeded to the City through an Irrevocable Offer of Dedication (IOD). Timing of such shall be as set forth in the Development Agreement.
 - a. For streetscapes to be City-maintained, the lots shall be separate parcels and accepted through the standard Certificate of Compliance (COC) process for street improvements. The establishment period shall be complete at COC unless a letter of agreement outlining establishment responsibilities beyond the COC has been executed between the City and Developer. All HOA maintained landscaping shall be clearly identified on the landscape plans at time of plan approval. (Parks)
99. The project shall comply with all applicable environmental mitigation measures identified in the Sierra Vista Specific Plan. (Planning)
100. The Tentative Subdivision/Parcel Map application shall not be deemed approved until the actions on the Rezoning, Development Agreement and Specific Plan Amendment are approved and become effective. (Planning)

ATTACHMENTS

1. Project Boundary Map
2. Fiscal Analysis, EPS, August 7, 2017
3. SVSP Federico Water Demand Technical Memo, Hydro Science, August 30, 2017
4. SVSP Federico Water Conservation Plan, Hydro Science, August 30, 2017
5. SVSP Federico Sanitary Sewer Master Plan Update Technical Memo, MacKay & Soms, August 16, 2017

EXHIBITS

- A. Addendum to the SVSP EIR
- B. General Plan/Specific Plan Map Exhibit
- C. General Plan Amendment – Redlines
- D. Development Agreement Amendment
- E. Specific Plan Amendment –Redlines (map amendment is reflected in Exhibit B)
- F. Rezone Exhibit
- G. Tentative Subdivision Map
- H. Market Street Exhibit
- I. Infrastructure Matrix

<u>Note to Applicant and/or Developer:</u> Please contact the Planning Division staff at (916) 774-5276 prior to the Commission meeting if you have any questions on any of the recommended conditions for your project. If you challenge the decision of the Commission in court, you may be limited to raising only those issues which you or someone else raised at the public hearing held for this project, or in written correspondence delivered to the Planning Manager at, or prior to, the public hearing.
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A complete copy of the November 9, 2017 Planning Commission Staff Report including all attachments and exhibits can be found at

<https://roseville.novusagenda.com/AgendaPublic/CoverSheet.aspx?ItemID=2810&MeetingID=205>

RESOLUTION NO. 17-494

AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATIONS ON
CERTAIN PROPERTY IN THE CITY OF ROSEVILLE

WHEREAS, a proposal has been submitted to amend the General Plan of the City of Roseville by changing the land use designations on certain property located in the Sierra Vista Specific Plan; and

WHEREAS, the Planning Commission held a public hearing on the proposed General Plan amendments on November 9, 2017; and

WHEREAS, on December 6, 2017, the City Council held a public hearing at which time the proposed amendments were considered; and

WHEREAS, on December 6, 2017, the City Council considered an addendum to the Sierra Vista Environmental Impact Report (EIR); and

WHEREAS, the City Council has independently considered the significant environmental effects of the Sierra Vista Specific Plan Federico Project ("Project") as shown in the initial study/ addendum; and

WHEREAS, the Council desires to approve said amendments to the Roseville General Plan as conducive to public interest, health, safety and welfare, and consistent with the land use practices of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the General Plan Amendments changing the land use designations on certain property located in the Sierra Vista Specific Plan (attached as Exhibit B) are hereby adopted.

BE IT FURTHER RESOLVED, that the Development Services Director is hereby directed to retain said General Plan Amendments on permanent public display in the Development Services Department of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

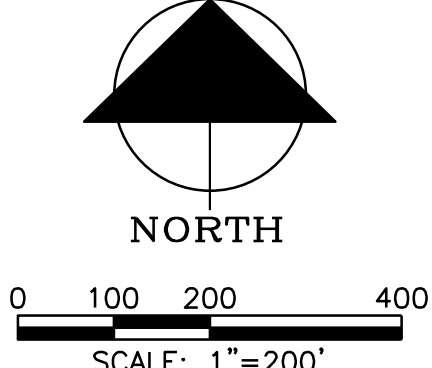
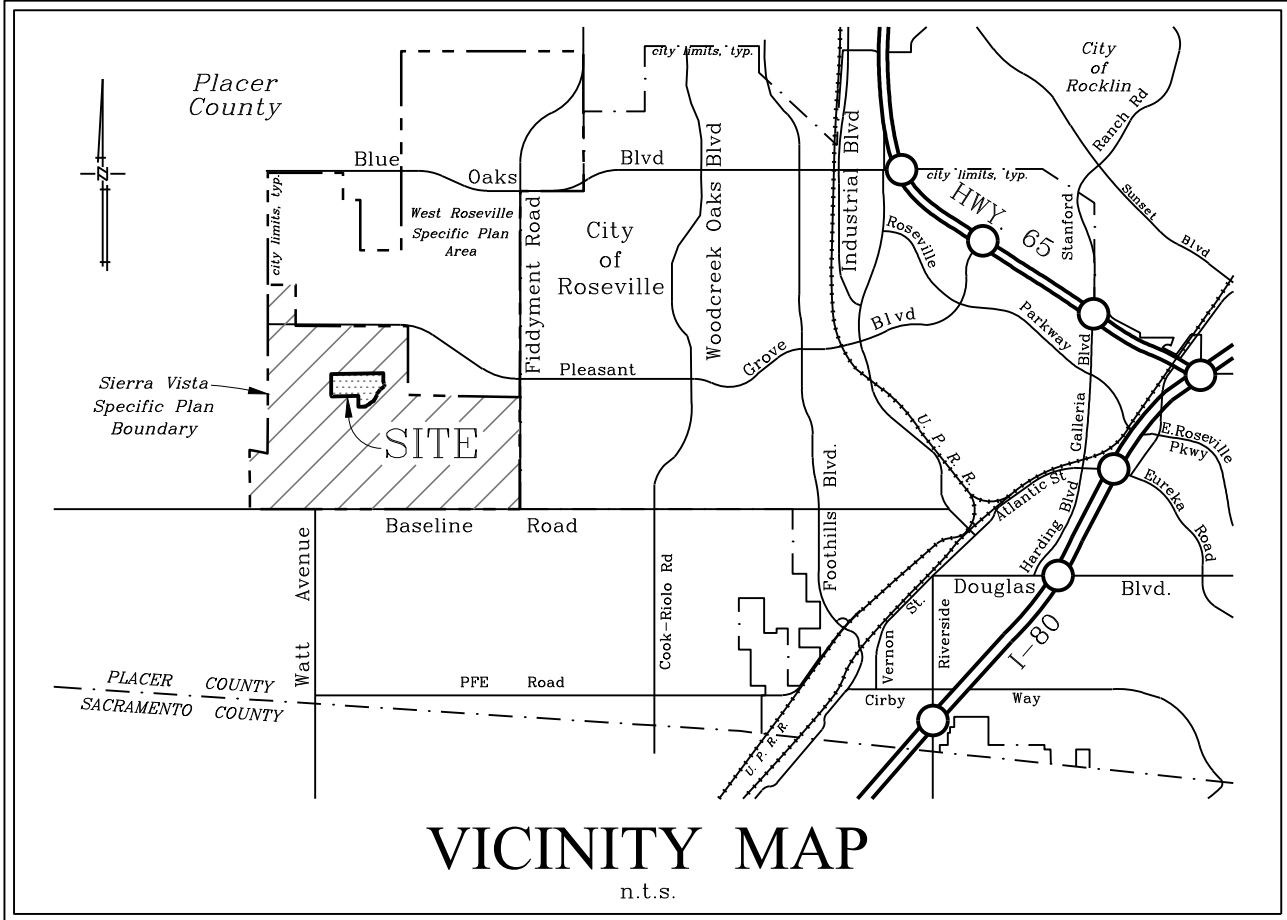
City Clerk



EXISTING LAND USE



PROPOSED LAND USE



EXISTING LAND USE SUMMARY				
Parcel	Land Use	Acreage	Units	Density
FD-20	MDR (Residential)	26.00 ac	226 du	8.7 du/ac
FD-22	MDR (Residential)	14.27 ac	128 du	9.0 du/ac
FD-30	HDR (Residential)	4.14 ac	86 du	20.8 du/ac
FD-31	HDR (Residential)	4.14 ac	86 du	20.8 du/ac
FD-50	PR (Park)	1.72 ac		
FD-60	Public/Quasi-Public (Church)	7.02 ac		
FD-71	Open Space (Paseo)	1.28 ac		
FD-72	Open Space (Paseo)	0.44 ac		
FD-73	Open Space (Paseo)	1.32 ac		
ROW	Right-of-Way	5.35 ac		
Total		65.68 ac	526 du	

PROPOSED LAND USE SUMMARY				
Parcel	Land Use	Acreage	Units	Density
FD-20A	MDR (Residential)	14.21 ac	110 du	7.7 du/ac
FD-20B	MDR (Residential)	11.11 ac	88 du	7.9 du/ac
FD-22A	LDR (Residential)	11.97 ac	76 du	6.3 du/ac
FD-22B	LDR (Residential)	10.49 ac	60 du	5.7 du/ac
FD-34	HDR (Residential)	7.04 ac	172 du	24.4 du/ac
FD-50	PR (Park)	1.70 ac		
FD-71A	Open Space (Paseo)	0.71 ac		
FD-71B	Open Space (Paseo)	0.82 ac		
FD-72A	Open Space (Paseo)	0.25 ac		
FD-72B	Open Space (Paseo)	0.27 ac		
FD-73A	Open Space (Paseo)	0.51 ac		
FD-73B	Open Space (Paseo)	0.49 ac		
ROW	Right-of-Way	6.11 ac		
Total		65.68 ac	506 du	

GENERAL PLAN AMENDMENT &
SPECIFIC PLAN AMENDMENT EXHIBIT

FEDERICO - PHASE 1

A portion of the Sierra Vista Specific Plan Area

Scale: 1" = 200' Roseville, California August 17, 2017



RESOLUTION NO. 17-495

AMENDING THE GENERAL PLAN TO CHANGE TABLES AND FIGURES WITHIN THE
LAND USE ELEMENT, OPEN SPACE & CONSERVATION ELEMENT, PARKS &
RECREATION ELEMENT, AND SAFETY ELEMENT RELATED TO RECONFIGURATION OF
LARGE LOT PARCELS AND ADJUSTMENTS TO THE LAND USE ACREAGE WITH THE
SIERRA VISTA SPECIFIC PLAN

WHEREAS, a proposal has been submitted to amend the General Plan of the City of Roseville by changing the tables and figures text within the Land Use Element, Open Space & Conservation Element, Parks & Recreation Element, and Safety Element related to the reconfiguration of large lot parcels and adjustments to the land use acreage within the Sierra Vista Specific Plan; and

WHEREAS, the Planning Commission held a public hearing on the proposed General Plan amendment on November 9, 2017; and

WHEREAS, on December 6, 2017, the City Council held a public hearing at which time the proposed amendments were considered; and

WHEREAS, on December 6, 2017, the City Council considered an addendum to the Sierra Vista Specific Plan Environmental Impact Report (EIR); and

WHEREAS, the City Council has independently considered the significant environmental effects of the Sierra Vista Specific Plan Federico Project ("Project") as shown in the initial study/addendum; and

WHEREAS, the Council desires to approve said amendments to the Roseville General Plan as conducive to public interest, health, safety and welfare, and consistent with the land use practices of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the General Plan Amendment changing the tables and figures within the Land Use Element, Open Space & Conservation Element, Parks & Recreation Element, and Safety Element (attached as Exhibit C) are hereby adopted.

BE IT FURTHER RESOLVED, that the Development Services Director is hereby directed to retain said General Plan Amendment on permanent public display in the Development Services Department of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

City Clerk

**TABLE II-2
TOTAL LAND USE ALLOCATION**

USE CATEGORY	GROSS ¹ ACRES	% OF TOTAL ACRES
Residential (RES)	12,854 12,861	45%
Commercial (COM)	2,276	8%
Business Professional (BP)	792	3%
Industrial (IND)	2,369	8%
Open Space (OS)	3,151	11%
Park & Recreation (PR)	2,136	8%
Public/Quasi Public (P/QP)	2,719 2,712	10%
Right of Way (ROW)	1,978	7%
TOTAL	28,274	100%

SOURCE: City of Roseville Planning Division
Updated: September 6, 2017

**TABLE II-3
LAND USE ALLOCATION BY INCORPORATED SUBAREA (in acres)**

SUBAREA	RES	COM ²	BP	IND ³	OS ⁴	PR ⁵	P/QP ⁶	ROW	TOTAL ACRES
INFILL	3,349	571	201	914	479	465	2,109	426	8,514
SERSP	559	83	99	0	74	111	20	78	1,024
NERSP	132	300	308	0	94	13	10	97	954
NWRSP	1,759	119	11	0	155	353	107	159	2,663
NCRSP	656	339	162	78	183	100	75	232	1,825
NIPA	307	68	6	1,287	173	53	9	129	2,031
DWSP	659	13	0	0	98	378	4	51	1,203
HRNSP	294	162	0	0	37	37	48	99	677
NRSP	998	81	0	0	184	117	68	121	1,569
SRSP	616	35	5	0	270	78	23	90	1,117
WRSP	1,758	55	0	88	705	251	147	190	3,194
RGSP	21	29	0	0	0	0	0	0	50
DTSP	27	110	0	2	0	37	0	0	176
SVSP	1,133 1,140	241	0	0	357	105	72 65	173	2,081
CSP	248	19	0	0	177	16	10	32	502
ARSP	338	51	0	0	165	22	17	101	694
TOTAL ACRES	12,854 12,861	2,276	792	2,369	3,151	2,136	2,719 2,712	1,978	28,274

SOURCE: City of Roseville Planning Division
Updated: September 6, 2017

¹ Gross acreage includes road and highway rights-of-way, easements, etc.

² Commercial includes neighborhood commercial, community commercial, regional commercial and central business district.

³ Industrial includes general industrial, light industrial, and transfer station.

⁴ Open Space includes open space, floodway open space, paseos, wildlife/vernal pool preserves, and 80 acres of Urban Reserve.

⁵ Parks and Recreation includes developed park and recreation areas and golf courses.

⁶ Public/Quasi Public includes: schools, churches, fire stations, electrical substations, corporation yards, well sites, tank and pump station sites, solid waste recycled drop off and park & ride lots.

**Insert Figure V-1
(Open Space Areas)**

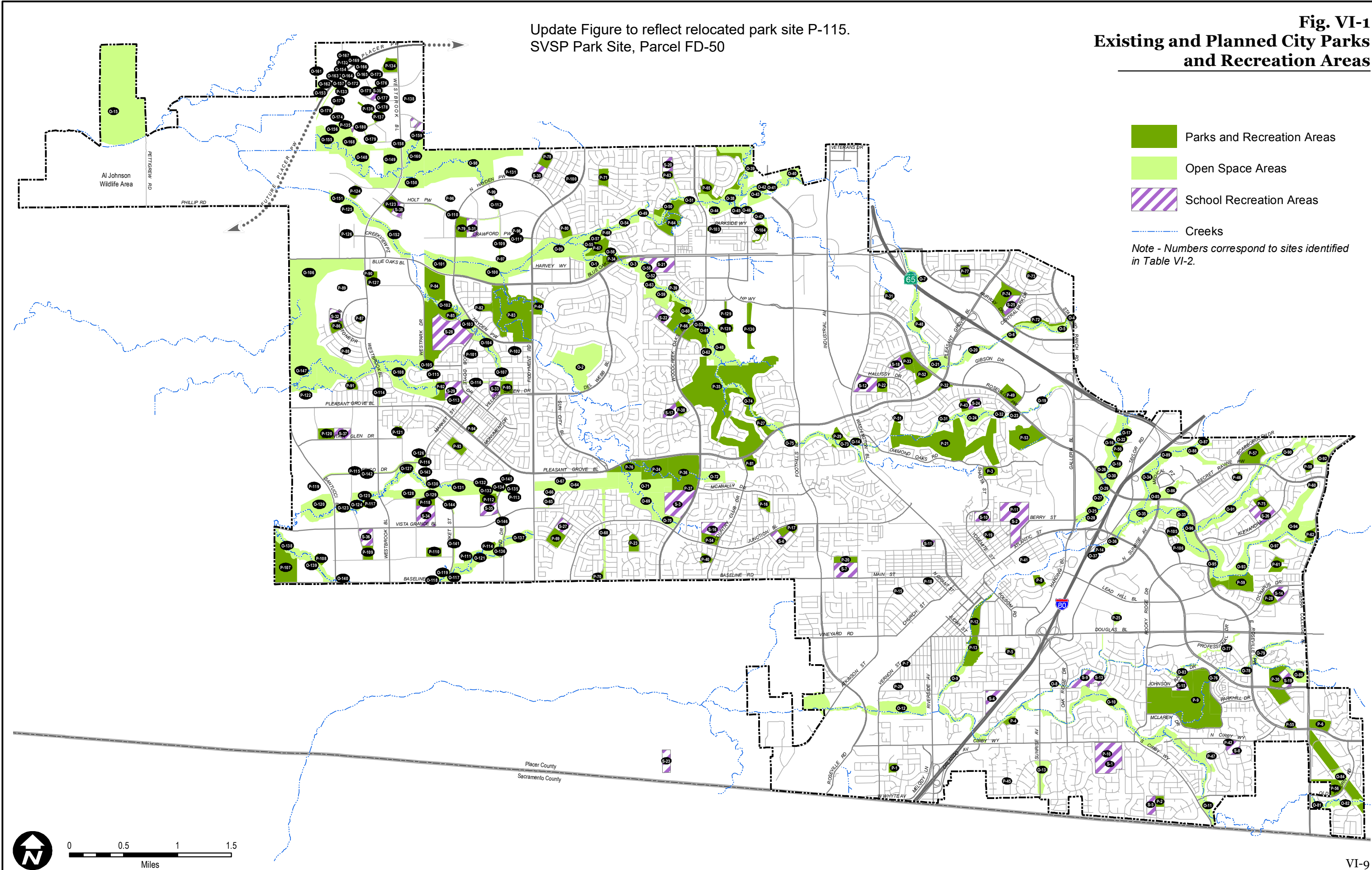
Update Fig. V-1 Open Space Areas to show relocated
park site FD-50

Fig. VI-1
Existing and Planned City Parks
and Recreation Areas

Update Figure to reflect relocated park site P-115.
SVSP Park Site, Parcel FD-50

-  Parks and Recreation Areas
-  Open Space Areas
-  School Recreation Areas
-  Creeks

Note - Numbers correspond to sites identified in Table VI-2.



**Insert Figure VIII-3
(Land Uses with City's Regulatory Floodplain)**

Update Figure VIII-3 to reflect General Plan Land Use map changes

ORDINANCE NO. ____

ADOPTING THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WESTPARK SIERRA VISTA, LLC, AS ASSIGNEE OF WESTPARK FEDERICO, LLC, MOURIER INVESTMENTS, LLC, AND FEDERICO-TYLER FAMILY LIMITED PARTNERSHIP AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a First Amendment to Development Agreement by and between Westpark Sierra Vista, LLC, as assignee of Westpark Federico, LLC, Mourier Investments, LLC, and Federico-Tyler Family Limited Partnership, pertaining to the property located within the Sierra Vista Specific Plan Federico project area.

SECTION 2. Prior to considering the proposed Development Agreement, the City Council considered an Addendum to the Sierra Vista Specific Plan Environmental Impact Report (EIR) certified on May 5, 2010, pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*; and

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the First Amendment to Development Agreement, and makes the following findings:

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

SECTION 4. The First Amendment to Development Agreement, by and between the City of Roseville and Westpark Sierra Vista, LLC, as assignee of Westpark Federico, LLC,

Mourier Investments, LLC, and Federico-Tyler Family Limited Partnership, 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 upon receipt and approval by the City Attorney's office.

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

**FIRST AMENDMENT OF DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF ROSEVILLE AND WESTPARK SIERRA VISTA, LLC, AS
ASSIGNEE OF WESTPARK FEDERICO, LLC, MOURIER INVESTMENTS,
LLC, AND FEDERICO-TYLER FAMILY LIMITED PARTNERSHIP
RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN**

This First Amendment of Development Agreement is entered into this ____ day of _____, 2017, by and between the CITY OF ROSEVILLE, a municipal corporation ("City") and WESTPARK SIERRA VISTA, LLC, a California limited liability company ("Westpark Sierra Vista"), as Assignee of WESTPARK FEDERICO, LLC, a California limited liability company ("Westpark Federico"), MOURIER INVESTMENTS, LLC, a California limited liability company ("Mourier"), and FEDERICO-TYLER FAMILY LIMITED PARTNERSHIP, a California limited partnership ("Federico") (collectively, "Landowner"), pursuant to Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

A. Westpark Sierra Vista's predecessor in interest, Westpark Federico, along with Mourier and Federico and City, entered into a Development Agreement (the "Development Agreement") which was approved by the City Council of City on May 19, 2010, and recorded on June 18, 2010, in the Official Records of Placer County as Document No. 2010-0045943-00. Westpark Federico assigned its interest in the Development Agreement to Westpark Sierra Vista pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated as of January 5, 2011, and recorded January 12, 2011, as Document No. 2011-0003089-00, in the Official Records of Placer County, California. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

B. Westpark Sierra Vista's predecessor in interest, Westpark Federico, along with Mourier, Federico, and City entered into the Development Agreement relative to development within a portion of the Sierra Vista Specific Plan Area ("Specific Plan", "SVSP" or "Plan Area"), as such is more precisely defined in Exhibits "A" and "B" of the Development Agreement (the "Property").

C. This First Amendment to the Development Agreement (the "First Amendment") affects certain portions of the Property (the "First Amendment

Property”), as described in Exhibit “A” and Exhibit “B” attached to this First Amendment, and shall run with the land described in Exhibits “A” and “B” hereto. This First Amendment does not affect or apply in any manner with respect to the remainder of the Property described in the Development Agreement.

D. Concurrent with its consideration of this First Amendment, City is processing a General Plan Amendment (Resolution No. _____), Specific Plan Amendment (Resolution No. _____), Rezone (Ordinance No. _____), and a Small Lot Tentative Subdivision Map (SUB-_____) for purposes of redesignating, rezoning, and subdividing the First Amendment Property. City and Landowner wish to enter into this First Amendment in order to provide consistency with these land use approvals for the First Amendment Property.

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

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AMENDMENT OF DEVELOPMENT AGREEMENT. The following sections and exhibits of the Development Agreement are hereby amended as follows to reflect and incorporate the land use changes for the First Amendment Property:

a. REVISED SECTION 2.2. The summary table of Section 2.2 (“Vested Entitlements”) is revised as follows:

“Low Density Residential	951 units on 189.9 Net Acres;
Medium Density Residential	641 units on 77.8 Net Acres;
High Density Residential	522 units on 24.5 Net Acres;
Community Commercial	7.5 Net Acres;
Community Commercial/Commercial	
Mixed Use	40 units on 5.7 Net Acres;
Park	16.5 Net Acres;
Open Space	112.0 Net Acres;
Open Space (paseo)	7.5 Net Acres;
Schools	21.6 Net Acres;
Electric Substation	1.1 Net Acres;
Water Treatment/Well Site	2.8 Net Acres;
Church	6.9 Net Acres;
Recycle Center	0.5 Net Acres;
Fire Station	3.2 Net Acres;
Right of Way	37.6 Net Acres.”

b. REVISED SECTION 2.6.2.1. Section 2.6.2.1 is revised in its entirety to read as follows:

“2.6.2.1 Affordable Obligation. Landowner agrees that one hundred and seventy-two (172) affordable rental units will be reserved within the First Amendment Property, including eighty-six (86) units for rental to very low income households and eighty-six (86) units for rental to low income households as follows:

Parcel	Total Units In Parcel	Total Affordable Unit Allocation	Very Low Income Rental Units	Low Income Rental Units
FD-34	172	172	86	86
Total	172	172	86	86

c. REVISED SECTION 3.12. Section 3.12 is revised in its entirety to read as follows to reflect and incorporate the land use changes for the First Amendment Property:

“3.12. Parks, Open Space, and Bike Trails. Landowner shall dedicate to City a total of 16.54 acres of active park land and 119.54 acres of open space lands, pay fees for construction of park improvements, paseo improvements, road improvements, open space frontage improvements, and trail improvements and construct park frontage improvements as set forth in this Section and the Phasing Plan as shown in Exhibit “BB”.

Landowner shall not construct any private single family access gates or private access from single family homeowner’s property onto public spaces, such as parks, preserves, and paseos. Additionally, Landowner shall place the foregoing restriction as applicable to homeowners in the CC&Rs for any single family residential subdivision.”

d. REVISED SECTION 3.12.1. Section 3.12.1 is revised in its entirety to read as follows to reflect and incorporate the land use changes for the First Amendment Property:

“3.12.1 Park and Open Space Dedications. Landowner shall dedicate to City a total of 16.5 acres of active neighborhood parkland, 7.54 acres open space paseo and 112.0 acres of open space. The following four park parcels, eight open space paseo parcels, and twelve open space parcels shall be dedicated to City as described below and shown in Exhibit “BB”:

1. A 1.7-acre, more or less, portion of the Property for the purposes of a public park, shown as Parcel FD-50;
2. A 1.1-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel FD-51;
3. A 5.5-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel FD-52;
4. A 8.1-acre, more or less, portion of the Property for the purpose of a public park, shown as Parcel FD-53;
5. A 1.12-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-70;
6. A 0.71-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-71A, and a 0.82-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-71B;
7. A 0.25-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-72A, and a 0.27-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-72B;
8. A 0.51-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-73A, and a 0.49-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-73B;
9. A 0.27-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-74A, and a 0.33-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-74B;
10. A 1.17-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel

FD-75;

11. A 0.15-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-76;
12. A 1.36-acre, more or less, portion of the Property for the purpose of an open space paseo, shown as Parcel FD-77;
13. A 5.7-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel FD-80;
14. A 5.5-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel FD-81;
15. A 11.1-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel FD-82A;
16. A 0.1-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel FD-82B;
17. A 3.4-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel FD-83;
18. A 25.3-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation

of wetland habitat and open space, shown as Parcel FD-84;

19. A 20.8-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel FD-85;
20. A 1.7-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel FD-86;
21. A 4.1-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel FD-87A;
22. A 0.2-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel FD-87B;
23. A 13.2-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel FD-88A; and
24. A 20.9-acre, more or less, portion of the Property for the purposes of drainage, flood control, bike trails, fuel modification (i.e., fire breaks), and preservation of wetland habitat and open space, shown as Parcel FD-88B.

Landowner shall dedicate any park lands, open space paseos and open space Parcels within the Property provided that the applicable final Large Lot Subdivision Map creating a separate parcel for the subject site has been recorded. City shall accept such dedication of any park lands, open space paseos

and open space Parcels at the time when all infrastructure improvements (e.g., curb and gutter, roadway, utilities, utility stubs, etc.) adjacent to the parcels, i.e., frontage along the parcel, are substantially complete. In the event the Landowner uses any of the above mentioned parcels for temporary construction activity or staging (e.g., detention basins, rock crushing operations, dirt/debris stockpiling, etc.), the Landowner shall, prior to acceptance by City, restore the site to a like condition to what existed prior to such temporary construction or staging activity."

e. REVISED SECTION 3.17.1.2. Section 3.17.1.2 is revised in its entirety to reflect and incorporate the land use changes for the First Amendment Property, including adding a new final paragraph which is only applicable to the First Amendment Property, to read as follows:

"3.17.1.2 If Landowner, by itself or in conjunction with Participating Owners, desires to pursue a Community Facilities District, City and Landowner (and Participating Owners, if applicable), agree that, with the consent of Landowner (and Participating Owners, if applicable), and to the extent permitted by law, City and Landowner (and Participating Owners, if applicable), shall use their best efforts to cause bonds to be issued and in amounts sufficient to affect the purposes of this section. City and Landowner (and Participating Owners, if applicable), further agree that, with the consent of Landowner (and Participating Owners, if applicable), or their successor(s) in interest, and to the extent permitted by law, the City agrees to the following:

- (a) Maximum Annual Taxes for residential units, when aggregated with all other existing or expected taxes and assessments (excluding homeowners association assessments), shall not exceed 2.00% of the assessed valuation, net of the homeowner's exemption (2% Test).
- (b) The Special Tax shall be levied for as long as needed to service the principal and interest on bond debt, and to pay for any additional authorized facilities not reimbursed with bond proceeds as defined in the Funding, Construction, and Acquisition Agreement. However, the Special Tax shall be levied for a period that allows for at least two non-overlapping bond sales to cover deferred fees as set forth in (i) below. The Special Tax levied may exceed 50 years.
- (c) City shall not unreasonably deny the Maximum

Annual Tax escalating at 2% per year.

- (d) Authorized facilities shall include, among other items, development impact fees for public improvements.
- (e) Annual Costs shall provide that special taxes not used for debt service and City administration be paid to Participating Owners, including Landowner, for any authorized facilities not reimbursed with bond proceeds (pay-as-you-go). City shall reasonably consider a reasonable interest component for any authorized facilities reimbursed with pay-as-you-go provided for in the Funding, Construction and Acquisition Agreement defined below.
- (f) Landowner and Participating Owners, if applicable, may utilize the Statewide Community Infrastructure Program ("SCIP") program for any eligible impact fees.
- (g) Landowner, and Participating Owners, if applicable, may utilize a phased bond sale or sales.
- (h) Landowner, and Participating Owners, if applicable, may utilize private placement of bonds.
- (i) Except for the First Amendment Property, bond proceeds from bond sales commencing in the year 31 timeframe shall include an amount no greater than \$5,600 per residential unit, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted, consisting of a portion or all of the following fees set forth in this Agreement or otherwise provided in the Roseville Municipal Code that would normally be paid at the time of issuance of building permits for low, medium or high density residential dwelling units:
 - (1) City-Wide Park Fee (Section 3.12.4)
 - (2) City Public Facilities Fee (Roseville Municipal Code Chapter 4.52);

(3) Public Benefit Fee (Section 3.14.3).

City reserves the discretion to determine which portions (amount) of each of the fees described in above subsections (1), (2), and (3) may be deferred to the bond sale. Notwithstanding any provision in this Agreement to the contrary, any amount exceeding \$5,600, adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted (or exceeding such actual lesser amount for MDR or HDR units determined by City), per residential unit shall be due and payable to City upon issuance of a building permit commencing with the first applicable building permit for the SVSP. Notwithstanding any other provision in this Agreement to the contrary, if any of the fees described in above subsections (1), (2), and (3) are required by City for non-residential development then such fees shall be collected upon issuance of building permit commencing with the first applicable building permit.

Should SPRTA approve any portion or all of the Tier II Traffic Fee for portions of the Property other than the First Amendment Property being likewise deferred to payment from bond sale proceeds commencing in the year 31 timeframe, then such amount per residential unit deferred for the Tier II Traffic Fee shall reduce dollar-for-dollar the above-referenced per residential unit fees otherwise deferred to future bond sale proceeds as provided for in this Section 3.17.1.2 (i). For portions of the Property other than the First Amendment Property, if SPRTA Tier II traffic fees cannot be so deferred to payment from bond sale proceeds commencing in the year 31 timeframe, City shall within the rate and method for Project CFD(s) other than for the First Amendment Property provided for in Section 3.17 accommodate total additional pay-as-you-go revenue up to \$500 per residential unit for City-Wide park improvements from the pay-as-you-go financing over a period starting in year 10 of the Project CFD(s) for other than the First Amendment Property, up to \$100 per residential unit per year for 5 years, provided, however, that City constructs City-Wide park

improvements in either the SVSP or WRSP within twenty-four (24) months of commencement of collection of such additional pay-as-you-go revenues. In the event that City does collect such additional pay-as-you-go revenues, and proceeds forward to construct such improvements, the City Public Facilities Fee referenced herein to be deferred to payment from bond sale proceeds commencing in the year 31 timeframe shall be reduced by \$500 per unit to account for the additional pay-as-you-go revenues required by City.

Each Participating Owner shall only be responsible for its pro-rata share of special taxes as set forth in the rate and method for the Project CFD(s).

For the First Amendment Property, the only fee deferral eligible to be paid with bond proceeds from future bond sales commencing in the year 31 timeframe shall be, should SPRTA approve such deferral, up to fifty percent (50%) of the SPRTA Tier II Traffic Fee that would otherwise be paid at the time of issuance of building permits for low, medium, and high density residential dwelling units, and there shall be no fee deferral of any City fees for such residential dwelling units in the First Amendment Property to bond proceeds from bond sales commencing in the year 31 timeframe.

Should the Project CFD(s) including the Property (but excluding the First Amendment Property) not be formed at the time that any particular building permit is issued within a large lot map parcel on the Property outside of the First Amendment Property, or any property owner in the SVSP desires to pay such fees in this Section 3.17.1.1 (i) rather than defer payment to such future CFD bond proceeds, the fees set forth in this Section 3.17.1.2 (i) for such building permit(s) shall not be eligible to be paid in such CFD bond proceeds but, notwithstanding any provision in this Agreement to the contrary, shall be paid at the time of issuance of such building permit(s). Upon formation of the Project CFD(s) including the Property (but excluding the First Amendment Property), the fees set forth in this Section 3.17.1.2 (i) for unbuilt residential units shall be paid from bond proceeds in such bond sales commencing in the year 31 timeframe, unless an SVSP property owner desires to pay such fees at the time of issuance of building permit(s).

f. EXHIBITS. The exhibits attached to the Development Agreement are proposed to be either deleted and replaced by new exhibits attached to this First Amendment, in the case of Exhibits E, F, BB, and DD, or are attached to this First Amendment as exhibits for this First Amendment only, in the case of Exhibits A and B, as follows:

Exhibit A - Legal Description of First Amendment Property

Exhibit B - Plat of First Amendment Property

Exhibit E - Land Use Plan

Exhibit F - Affordable Housing Sites

Exhibit BB - Parks and Open Space

Exhibit DD - Bikeway Master Plan

2. CONSISTENCY WITH GENERAL PLAN. The City Council has found and determined that this First Amendment of the Development Agreement is consistent with the General Plan and the Sierra Vista Specific Plan.

3. AMENDMENT. This First Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein, and is limited and applies only to development of the First Amendment Property, and does not affect or apply in any manner with respect to the development of any other property within the Sierra Vista Specific Plan Area, including, without limitation, any other portion of the Property. As amended hereby, the Development Agreement remains in full force and effect.

4. FORM OF AMENDMENT. This First Amendment is executed in two duplicate originals, each of which is deemed to be an original.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this First Amendment in duplicate 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 _____, 2017.

[Signatures on following pages]

CITY OF ROSEVILLE,
A municipal corporation

By: _____
Rob Jensen
City Manager

ATTEST:

By: _____
Sonia Orozco
City Clerk

APPROVED AS TO FORM;

By: _____
Robert R. Schmitt
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
Kevin Payne
Development Services Director

LANDOWNER:

Federico/Tyler Family Limited
Partnership, a California limited
partnership

By: 
Leonard A. Federico, Trustee of
James A. and Grace R. Federico
Family Revocable Trust, as
Amended and restated in 2005
Partner

By: 
Grace R. Federico, Trustee of the
James A. and Grace R. Federico
Family Revocable Trust, as
Amended and restated in 2005
Partnership

By: _____
Anna Starks, Trustee of the Anna J.
Starks Revocable Trust UTA
February 14, 2000
Partner

By: 
Leonard A. Federico, Trustee of the
Leonard and Virginia Federico
Family Trust dated November 20,
2001
Partner

By: _____
Janet M. Wright, Trustee of the
Michael M. Wright Family Trust
dated March 22, 2002
Partner

By: _____
Gary J. Federico, Trustee of the
Gary J. and Annie L. Federico
Family Revocable Trust UTA dated

CITY OF ROSEVILLE,
A municipal corporation

By: _____
Rob Jensen
City Manager

ATTEST:

By: _____
Sonia Orozco
City Clerk

APPROVED AS TO FORM;

By: _____
Robert R. Schmitt
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
Kevin Payne
Development Services Director

LANDOWNER:

Federico/Tyler Family Limited
Partnership, a California limited
partnership

By: _____
Leonard A. Federico, Trustee of
James A. and Grace R. Federico
Family Revocable Trust, as
Amended and restated in 2005
Partner

By: _____
Grace R. Federico, Trustee of the
James A. and Grace R. Federico
Family Revocable Trust, as
Amended and restated in 2005
Partnership

By: Anna Starks
Anna Starks, Trustee of the Anna J.
Starks Revocable Trust UTA
February 14, 2000
Partner

By: _____
Leonard A. Federico, Trustee of the
Leonard and Virginia Federico
Family Trust dated November 20,
2001
Partner

By: Janet M Wright
Janet M. Wright, Trustee of the
Michael J and Janet M Michael M. Wright Family Trust
dated March 22, 2002
Partner

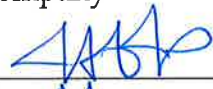
By: Gary Federico
Gary J. Federico, Trustee of the
Gary J. and Annie L. Federico
Family Revocable Trust UTA dated

June 29, 2000
Partner

MOURIER INVESTMENTS, LLC
a California limited liability
company

By: 
John L. Mourier, III
Managing Member 

WESTPARK SIERRA VISTA, LLC, a
California limited liability
company

By: 
Its: Manager

CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)
County of Placer) ss

On November 28, 2017 before me, Karen Headley,
Notary Public, personally appeared Rod Yamaguchi,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/
they executed the same in his/her/their authorized capacity(ies), and that by his/her/
their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



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 this 1st day of DECEMBER, 2017, before me, SANDRA LESSARD, Notary Public, personally appeared JEFF JONES 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.

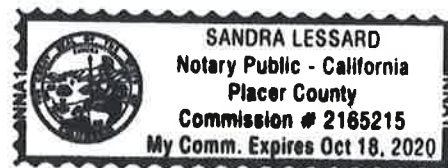
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Sandra Lessard

(Seal)



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 Fresno)

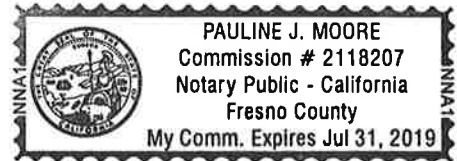
On November 30, 2017 before me, Pauline J. Moore, Notary Public
(insert name and title of the officer)

personally appeared Leonard A. Federico,
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 Pauline J. Moore (Seal)



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 SACRAMENTO)

On this 30 day of November, 2017, before me, Sandra Lessard, Notary Public, personally appeared Janet M. Wright 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.

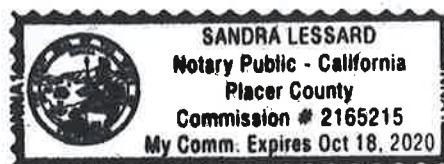
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Sandra Lessard

(Seal)



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 SACRAMENTO)

On this 12 day of December, 2017, before me, SANDRA LESSARD, Notary Public, personally appeared ANNA STARKS 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: _____

[Handwritten Signature]

(Seal)



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 SACRAMENTO)

On this 1st day of DECEMBER, 2017, before me, SANDRA LESSARD, Notary Public, personally appeared GARY J. FEDERICO 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: _____

Sandra Lessard

(Seal)

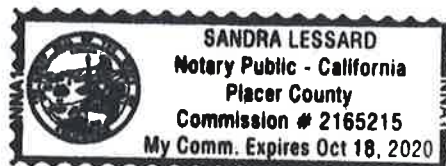
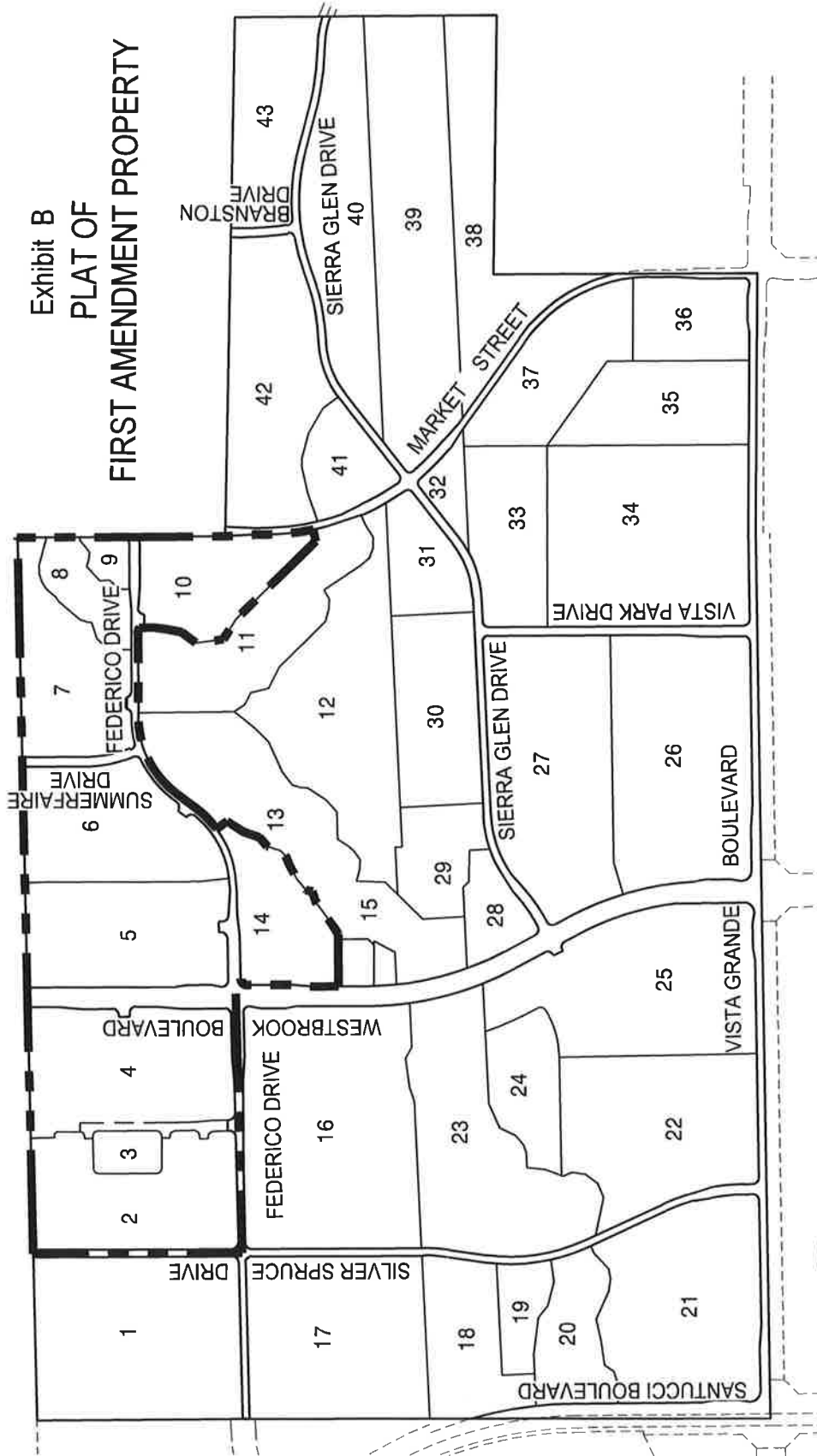


EXHIBIT A

Legal Description of First Amendment Property

Lots 2 through 10, inclusive, and Lot 14 as shown and so designated on that certain Final Map entitled "Sierra Vista – Federico Large Lot Subdivision, Subdivision No. PL 15-0192" filed for record on _____, 2017 in Book ____ of Maps, at Page _____, Placer County Records.

Exhibit B
PLAT OF
FIRST AMENDMENT PROPERTY



NORTH

0 400 800 1600

1"=800'

Mackay & Somp
ENGINEERS PLANNERS SURVEYORS
2552 Euclid Road, Suite 100, Roseville, CA 95661 (916) 773-1169

SIERRA VISTA - FEDERICO
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL15-0192
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA



Exhibit F Affordable Housing Sites



LEGEND

-  AFFORDABLE HOUSING SITE
(as defined in the approved Specific Plan document and Development Agreement)

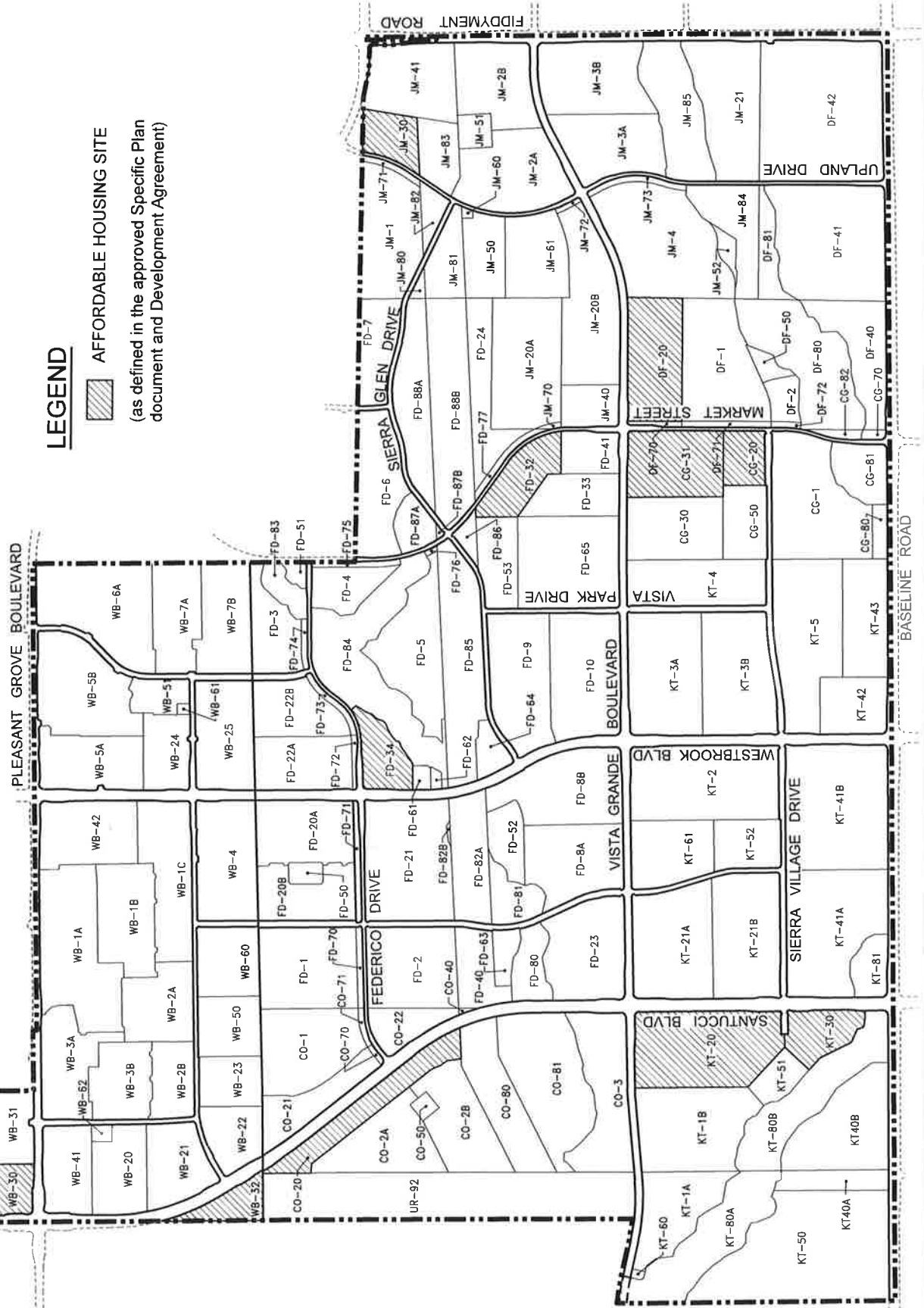


Exhibit BB

Parks and Open Space

LEGEND

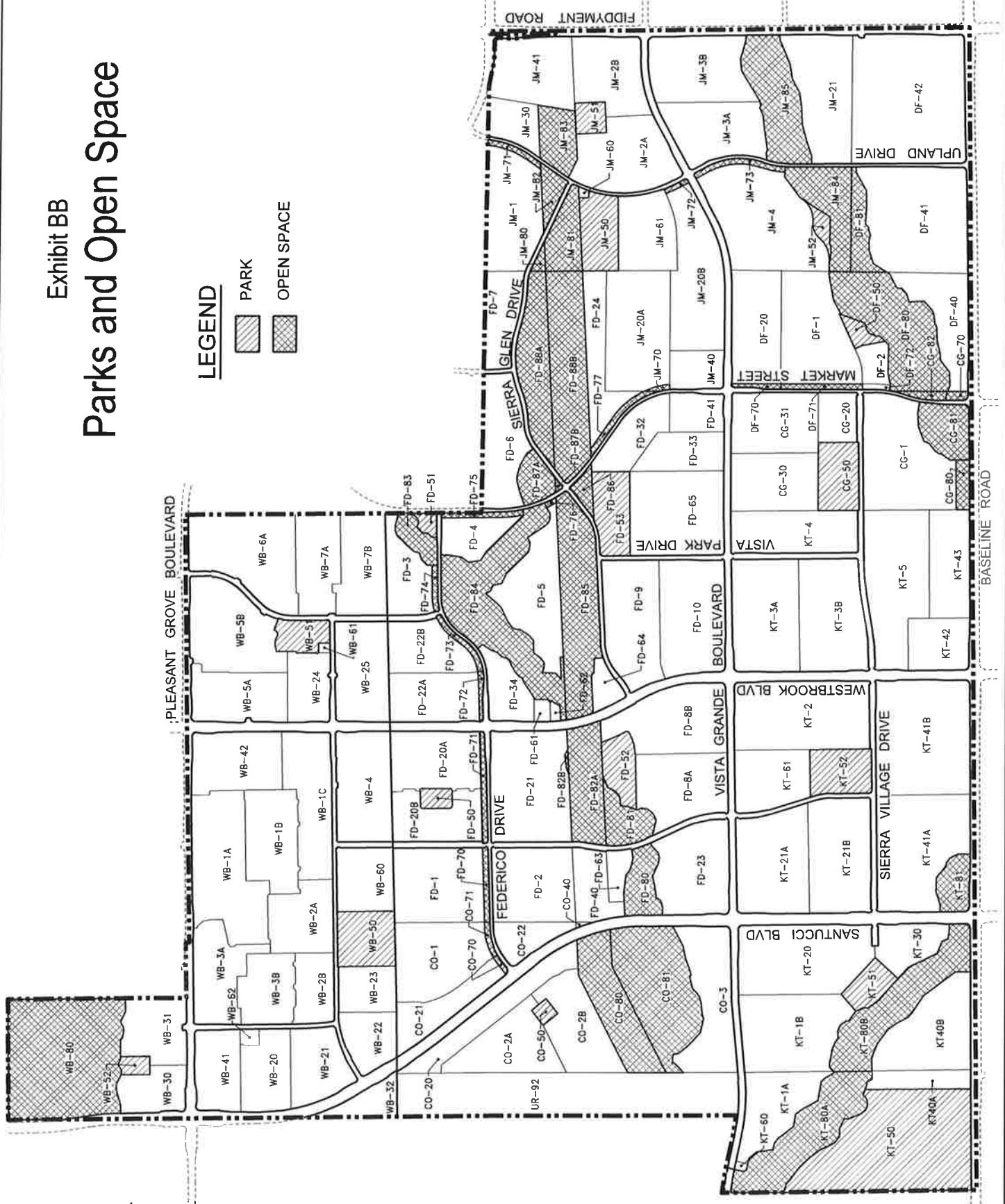
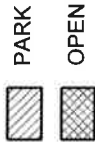


Exhibit DD

Bikeway Master Plan

LEGEND

- CLASS I (off-street, paved)
- CLASS II (on-street dedicated lanes)

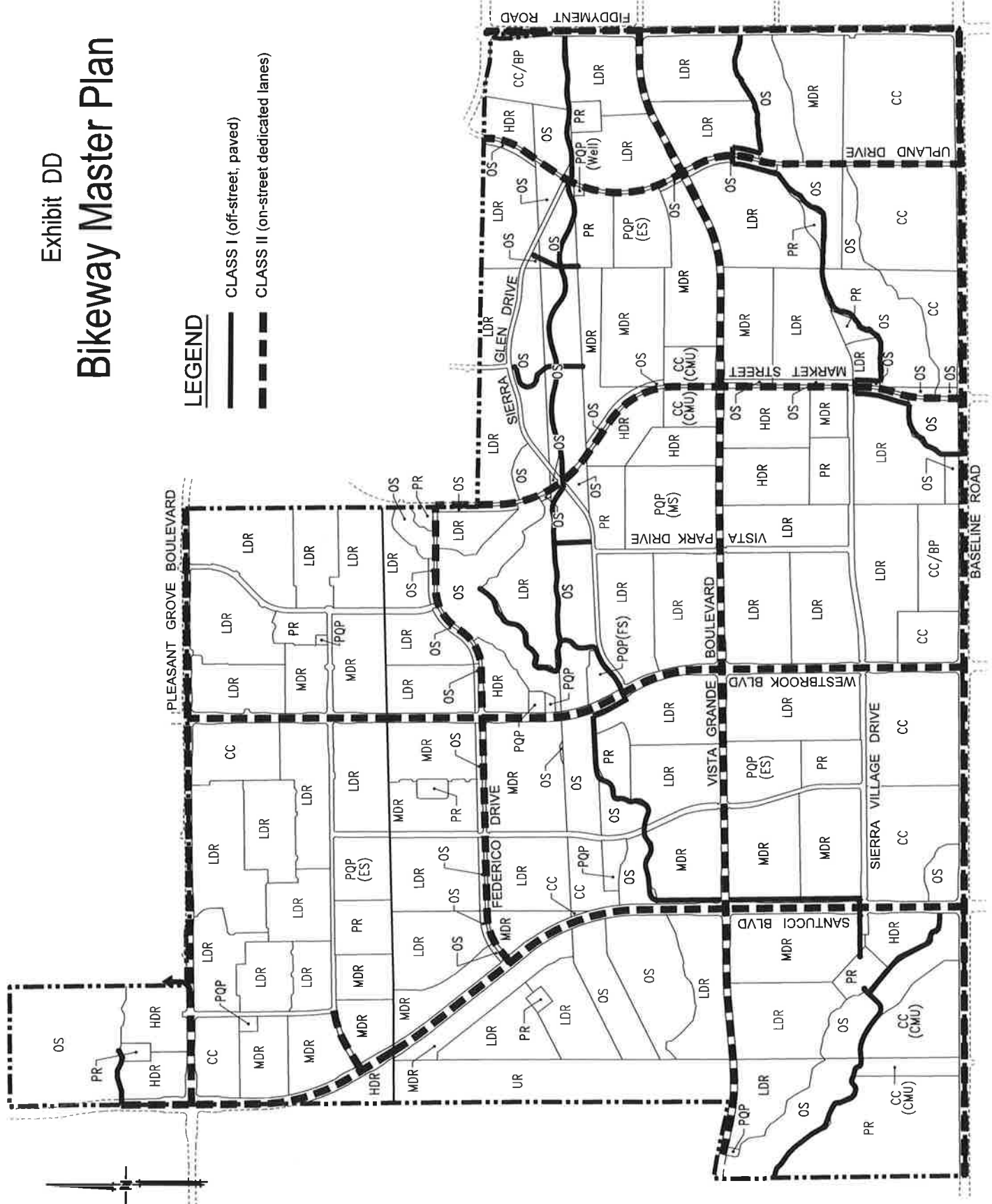


Exhibit DD

RESOLUTION NO. 17-496

AMENDING THE TEXT OF THE
SIERRA VISTA SPECIFIC PLAN FOR THE SIERRA VISTA SPECIFIC PLAN FEDERICO
PROJECT

WHEREAS, a proposal for amendment to the text of the Sierra Vista Specific Plan of the City of Roseville was submitted to the Planning Commission of the City; and

WHEREAS, the Planning Commission held a public hearing on the proposed amendment on November 9, 2017; and

WHEREAS, on December 6, 2017, the City Council held a public hearing at which time the proposed amendment was considered; and

WHEREAS, the amendment as proposed is consistent with the adopted City of Roseville General Plan; and

WHEREAS, it is the desire of this City Council to approve said amendment to the text of the Sierra Vista Specific Plan as consistent with the objectives, policies, programs and land use designations specified in the City of Roseville General Plan and Sierra Vista Specific Plan;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the text of the Sierra Vista Specific Plan is hereby amended as shown in Exhibit "B & E", attached hereto (Amendment).

BE IT FURTHER RESOLVED that the Amendment is consistent with the objectives, policies, programs and land use designations specified in the City of Roseville General Plan and Sierra Vista Specific Plan.

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

Federico Phase 1 SPA

Redline Change Pages
for
Sierra Vista Specific Plan

City Submittal Draft #1
June 6, 2017

1.2 Project Objectives

The ultimate development pattern and urban framework for the SVSP are guided by the following objectives:

- ❑ **Complete Comprehensive Planning for the SVSP Area:** Formulate a specific plan and related land use planning documents and regulatory approvals for the SVSP as a means of expanding the City in an orderly manner, and that accommodates Roseville's share of future regional population growth, that is compatible with surrounding land uses, that complements the pattern and intensity of existing development in the City, and that provides new benefits to the City.
- ❑ **Mix of Land Uses:** Provide for a mix of land uses within the SVSP to create a balanced community with 8,679 residential units on approximately ~~1,139~~ ~~1,133~~ acres; 241 acres of commercial, commercial mixed-use, and business professional uses; ~~487~~ ~~494~~ acres of parks and open space, and supporting public/quasi-public uses; and 40 acres of urban reserve.
- ❑ **Existing Policies:** Satisfy the City policies, regulations and expectations as defined in the General Plan, City/Placer County Memorandum of Understanding (MOU), City/USFWS MOU, Growth Management Visioning Committee recommendations, Council Edge Policy, Zoning Ordinance, Improvement Standards, and other applicable plans, documents, and programs adopted by the City.
- ❑ **Blueprint Consistency:** Provide for development that meets the City's nine identified Blueprint implementation strategies to achieve the Blueprint Principles adopted by the City Council in June 2005. Achieve project design characteristics that are reflective of the general policy direction embodied in the City's adopted General Plan and Blueprint implementation strategies, including connectivity between neighborhoods commercial uses, and schools and parks. By focusing development on lands adjacent to existing urban areas and infrastructure, the Blueprint strives to reduce the pressure to urbanize other agricultural or habitat lands within the greater Sacramento region, and thereby minimize long-term environmental impacts within the region.
- ❑ **Commercial/Employment Center:** Provide for retail/commercial and office opportunities along key sub-regional transportation corridors such as Baseline Road and Santucci Blvd.
- ❑ **Jobs/Housing Balance:** Strive for a land use mix and pattern of development that provides linkages between jobs and employment uses, will provide a reasonable jobs/housing balance, and will maintain the fiscal viability of the City.
- ❑ **Housing Opportunities:** Plan for approximately 8,679 residential units to provide housing choices in varying densities that respond to all market segments, including opportunities for rental units and affordable housing consistent with the City's General Plan.

Table 4-1: Plan Area Land Use Summary

Land Use Designation		Applied Zoning Districts	Acres	% of Total Acres	Units	% of Total Units
Residential Neighborhoods						
LDR	Low Density Residential	RS/DS	645.0 622.7	31.1 30.0%	3,182 3,026	36.7 34.8%
LDR	LDR – Age Restricted	RS/DS	91.6	4.4%	493	5.7%
MDR	Medium Density Residential	RS/DS	311.3 326.2	15.0 15.7%	2,479 2,635	28.6 30.4%
HDR	High Density Residential	R3	90.8 92.0	4.4%	2,270	26.2%
Sub-totals			1,138.7 1,132.5	54.9% 54.5%	8,424	97.1%
Commercial and Employment						
CC	Community Commercial (Commercial Mixed Use)	CMU/SA	35.0	1.7%	255	2.94%
CC/BP	Community Commercial/ Business Professional (Mixed Use)	CC/SA	27.4 39	1.32%	--	--
CC	Community Commercial	CC & GC	178.2	8.6%	--	--
Sub-totals			240.6	11.6%	255	2.94%
Open Space/Public						
P/QP	Public/Quasi-Public	P/QP	64.7 71.72	3.1 3.45%	--	--
PR	Parks & Recreation	PR	105.4	5.1%	--	--
OS	Open Space	OS	303.2 7	14.6 1%	--	--
OS	Paseo (60'-wide)	OS	13.9 6	0.7 0.67%	--	--
UR	Urban Reserve	UR	40.1 98	1.9 3%	--	--
Sub-totals			527.3 534.5	25.4 25.8%	--	--
Right of Way/ Landscape Corridor			169.1 168.1	8.1%	--	--
TOTAL			2075.7 ac	100%	8,679 du	100%

Note: See Table 7-4 for net Paseo total acres

Last Updated: ~~May 9, 2017~~ April 20, 2016

Table 4-2: Land Use, Zoning, & Acreage by Parcel (cont.)

PARCEL	GENERAL PLAN LAND USE (Specific Plan Land Use)	ZONING	ACRES	ALLOCATED UNITS	FINALED UNITS	AVAILABLE UNITS	DENSITY
FD-1	LDR (Residential)	RS/DS	18.37	91	0	0	5.0
FD-2	LDR (Residential)	RS/DS	16.92	81	0	0	4.8
FD-3	LDR (Residential)	RS/DS	9.15	46 45	0	0	5.0 4.9
FD-4	LDR (Residential)	RS/DS	6.526-66	33 32	0	0	5.1 4.8
FD-5	LDR (Residential)	RS/DS	17.36	87	0	0	5.0
FD-6	LDR (Residential)	RS/DS	14.32	69	0	0	4.8
FD-7	LDR (Residential)	RS/DS	8.74	42	0	0	4.8
FD-8A	LDR (Residential)	RS/DS	16.26	78	0	0	4.8
FD-8B	LDR (Residential)	RS/DS	18.85	86	0	0	4.6
FD-9	LDR (Residential)	RS/DS	18.68	109 94	0	0	5.8 4.9
FD-10	LDR (Residential)	RS/DS	20.26	93	0	0	4.6
FD-20A	MDR (Residential)	RS/DS	14.21 26-00	110 226	0	0	7.7 8.7
FD-20B	MDR (Residential)	RS/DS	11.11	88	0	0	7.9
FD-21	MDR (Residential)	RS/DS	24.28	204	0	0	8.4
FD-22A	LDR MDR (Residential)	RS/DS	11.97 14-27	76 128	0	0	6.3 9.0
FD-22B	LDR (Residential)	RS/DS	10.49	60	0	0	5.7
FD-23	MDR (Residential)	RS/DS	17.46	143	0	0	8.2
FD-24	MDR (Residential)	RS/DS	10.71	96	0	0	9.0
FD-30	HDR (Residential)	R3	4.14	86	0	0	20.8
FD-31	HDR (Residential)	R3	4.14	86	0	0	20.8
FD-32	HDR (Residential)	R3	8.88	178	0	0	20.0
FD-33	HDR (Residential)	R3	8.56	172	0	0	20.1
FD-34	HDR (Residential)	R3	7.04	172	0	0	24.4
FD-40	CC (Commercial)	CC	7.46				
FD-41	Commercial Mixed Use	CMU/SA	5.75	40	0	0	20.0
FD-50	PR (Park)	PR	1.70 1-73				
FD-51	PR (Park)	PR	1.12 1-07				
FD-52	PR (Park)	PR	5.51				
FD-53	PR (Park)	PR	8.15				
FD-60	Public/Quasi-Public (Church)	P/QP	6.92				
FD-61	Public/Quasi-Public (Electrical Substation)	P/QP	1.06				
FD-62	Public/Quasi-Public (Recycle Center)	P/QP	0.50				
FD-63	Public/Quasi-Public (Water Treatment/Well)	P/QP	2.83				
FD-64	Public/Quasi-Public (Fire Station)	P/QP	3.18				
FD-65	Public/Quasi-Public (Middle School)	P/QP	21.60				
FD-70	OS (Open Space/Paseo)	OS	1.12				
FD-71	OS (Open Space/Paseo)	OS	1.53 1-28				
FD-72	OS (Open Space/Paseo)	OS	0.52 0-44				
FD-73	OS (Open Space/Paseo)	OS	1.00 1-32				
FD-74	OS (Open Space/Paseo)	OS	0.60 0-69				
FD-75	OS (Open Space/Paseo)	OS	1.17 1-16				
FD-76	OS (Open Space/Paseo)	OS	0.15				
FD-77	OS (Open Space/Paseo)	OS	1.36				
FD-80	OS (Open Space)	OS	5.66				
FD-81	OS (Open Space)	OS	5.50				
FD-82A	OS (Open Space)	OS	11.09				
FD-82B	OS (Open Space)	OS	0.14				
FD-83	OS (Open Space)	OS	3.38 3-50				
FD-84	OS (Open Space)	OS	25.34				
FD-85	OS (Open Space)	OS	20.80				
FD-86	OS (Open Space)	OS	1.68				
FD-87A	OS (Open Space)	OS	4.10				
FD-87B	OS (Open Space)	OS	0.18				
FD-88A	OS (Open Space)	OS	13.17				
FD-88B	OS (Open Space)	OS	20.89				
Sub-totals (Federico)			468.38469-35	2,154	0	0	

Table 4-2: Land Use, Zoning, & Acreage by Parcel (cont.)

PARCEL	GENERAL PLAN LAND USE (Specific Plan Land Use)	ZONING	ACRES	ALLOCATED UNITS	FINALED UNITS	AVAILABLE UNITS	DENSITY
UR-92	Urban Reserve	UR	40.08				
Sub-totals (Urban Reserve)			40.08	0	0	0	
WB-1A	LDR (Residential – Age-Restricted)	RS/DS	22.5	87	0	0	4.0
WB-1B	LDR (Residential – Age-Restricted)	RS/DS	14.2	87	0	0	6.0
WB-1C	LDR (Residential – Age-Restricted)	RS/DS	14.8	85	0	0	6.0
WB-2A	LDR (Residential – Age-Restricted)	RS/DS	11.4	66	0	0	6.0
WB-2B	LDR (Residential – Age-Restricted)	RS/DS	6.9	35	0	0	5.0
WB-3A	LDR (Residential – Age-Restricted)	RS/DS	11.6	66	0	0	6.0
WB-3B	LDR (Residential – Age-Restricted)	RS/DS	10.2	67	0	0	7.0
WB-4	LDR (Residential)	RS/DS	16.0	100	0	0	6.3
WB-5	LDR (Residential)	RS/DS	30.5	157	0	0	5.0
WB-6	LDR (Residential)	RS/DS	21.6	103	0	0	5.0
WB-7	LDR (Residential)	RS/DS	25.1	145	0	0	5.8
WB-20	MDR (Residential)	RS/DS	10.0	73	0	0	7.3
WB-21	MDR (Residential)	RS/DS	10.0	72	0	0	7.2
WB-22	MDR (Residential)	RS/DS	7.4	54	0	0	7.3
WB-23	MDR (Residential)	RS/DS	7.2	59	0	0	8.0
WB-24	MDR (Residential)	RS/DS	7.5	53	0	0	7.0
WB-25	MDR (Residential)	RS/DS	14.3	100	0	0	7.0
WB-30	HDR (Residential)	R3	7.9	237	0	0	30.0
WB-31	HDR (Residential)	R3	11.1	255	0	0	29.0*
WB-32	HDR (Residential)	R3	5.1	128	0	0	25.0
WB-41	CC (Commercial)	CC	10.0				
WB-42	CC (Commercial)	CC	14.5				
WB-50	PR (Park)	PR	8.7				
WB-51	PR (Park)	PR	4.40				
WB-52	PR (Park)	PR	1.5				
WB-60	Public/Quasi-Public (Elementary School)	P/QP	10.00				
WB-61	Public/Quasi-Public (Well)	P/QP	0.30				
WB-62	Public/Quasi-Public (Lift Station)	P/QP	0.80				
WB-80	OS (Open Space)	OS	36.6				
Sub-totals (Westbrook)			352.1	2,029	0	0	
ROW	Right of Way/Landscape Corridors		169.1 168.1				
Sub-totals (ROW)			169.1 168.1	0	0	0	
Total			2,075.7	8,679	0	0	

Table Updated ~~May 9, 2017 – Federico Phase 1 SLTM and SPA~~ ~~March 9, 2017 – WB-4 & WB-7 Unit Transfer~~

High Density Residential (HDR)

Density:	13.0 to 30.0 dwelling units per acre
Applied Zoning District:	R3 Attached Housing
Description:	The High Density Residential (HDR) land use designation primarily accommodates attached housing, but depending on the unit type, could also include detached housing, within the density range noted above. The types of housing units that could be accommodated in this designation include, but are not limited to, detached townhomes, courtyard townhomes/condominiums, garden-style apartments, and podium design apartments/condominiums. <u>Where an HDR site abuts a substation site, a minimum 12-foot separation is required between structures on the HDR site and an adjoining property line on the substation site.</u> In addition, these types of multi-family housing provide for both a mix of for-sale and for-rent units and may be utilized to help achieve the SVSP's affordable housing plan.
Permitted Uses and Development Standards	As specified in the City of Roseville Zoning Ordinance.



Residential Unit Transfers

There may be a desire or need to adjust (reduce or increase) the number of units assigned to some large-lot residential parcels. These adjustments may be permitted, pursuant to the provisions outlined in section 10.8 (Residential Unit Transfers) of this Specific Plan.

Custom Homes

Custom homes may be designated for construction in any low density residential subdivision in the SVSP. Custom homes are single-family residential units that have unique exterior styling and individualized interior floor plans, such that each home's architectural design is distinct from others in the subdivision. Typically, custom homes have detailed architectural features and upscale amenities that give them an appearance and character similar to, or qualitatively exceeding that of individually designed homes found in the City's other custom and/or executive housing neighborhoods.

While the SVSP does not predetermine the location of custom home subdivisions, they may be created subject to market demand and

C. Parks, Open Space, and Public Areas

Approximately ~~24%~~ 25% of the Sierra Vista Specific Plan has been designated for public uses and open space. As illustrated on the land use plan, this includes parcels for Public/Quasi-Public (P/QP), Parks and Recreation (PR), Open Space, and Paseos (OS). The SVSP incorporates several parcels for P/QP uses to support development of schools and public facilities. Numerous park sites are also provided throughout the Plan Area's residential neighborhoods. Among these is a planned "Signature Park" that would function as a citywide amenity. Open Space areas are a significant component of the SVSP, which provide areas for habitat preserves or passive recreation. All open space and public uses have been designated and are sized consistent with General Plan policies and standards. Open Space parcels were identified in cooperation with federal resource agencies as part of the City's Resource Agency Early Consultation Process. In addition, approximately 2% of the Plan Area is designated as Urban Reserve (UR), which is a holding designation that anticipates future urbanization.

Public/Quasi-Public (P/QP)

Applied Zoning Districts:	P/QP
Description:	The Public/ Quasi-Public land use designation accommodates a variety of public-serving uses and facilities. These sites will provide for public schools (one middle school and three elementary schools), a church , and a fire station. In addition, sites for the construction of various essential service facilities are provided throughout the Plan Area, in accordance with requirements of the City's utility departments. These include facilities for an electric substation, groundwater wells, water treatment, water storage tanks, and solid waste recycling. Municipal and school facilities are discussed in more detail in Public Services Plan and Utilities Plan (Chapters 7 and 8).
Permitted Uses and Development Standards	As specified in the City of Roseville Zoning Ordinance.



Table 5-2: Affordable Housing Goal

Income Category	Units Required to Meet Goal
40% Very-Low-Income	347 du
40% Low-Income	347 du
20% Middle-Income	174 du
Total Affordable Housing Need	868 du (10% of 8,679 du)

Allocation of Affordable Housing Goal

The affordable housing units within the SVSP have been allocated to specific MDR and HDR parcels as identified in Table 5-3, with designated parcels reflected on Figure 5-1. The intent is to distribute affordable units throughout the Plan Area. In addition, through implementation of the Affordable Housing Plan, the City should work with property owners to define alternative solutions, such as carriage units or granny flats in LDR and MDR areas, which also meet the intent of the Program.

Table 5-3: Affordable Housing Allocation

Parcel	Land Use	Total Units in Parcel	Total Affordable Allocation	Very Low Income Rental	Low Income Rental	Middle ² Income Purchase
CG-20	MDR	44	20			20
CO-20	MDR	84	34			34
DF-20¹	MDR	113	23	9	9	5
KT-20	MDR	202	31			31
CG-31	HDR	420	80	40	40	
FD-30	HDR	86	86	43	43	
FD-31	HDR	86	86	43	43	
FD-32	HDR	178	43			43
FD-34	HDR	172	172	86	86	
KT-30	HDR	150	124	62	62	
JM-30	HDR	138	138	69	69	
WB-30	HDR	237	237 ³	68	169 ³	
WB-32	HDR	128	128 ³	92	36 ³	
Total			1,030³	426	471³	133

- 1 Carriage units are intended to fulfill the very-low and low income obligation
- 2 Middle-income purchase unit obligations may also be fulfilled via additional low-income rental units. 41 middle-income units were converted to low-income units via the Westbrook SPA approved in 2016.
3. Includes 162 units transferred to Westbrook from WRSP Parcel W-16.

NOTE: SVSP Section 5.4 allows for the transfer of affordable units. Check with the Housing Division to confirm current affordable housing obligations.

Parks and Open Space Provided

Approximately 423 acres of the Sierra Vista Specific Plan has been designated for citywide parks, neighborhood parks, paseos, and open space Preserves. Specifically, the Plan Area designates approximately 105 acres for citywide and neighborhood parks, 14 acres for paseos, and 304 acres for open space areas. Sierra Vista's park lands are summarized in Table 7-3 and sited throughout the Plan Area as illustrated on Figure 7-1.

Credited Parks and Open Space

A total of 195.6 acres of credited park land are required within the Plan Area in order to comply with the General Plan's park land dedication requirements. This includes land for citywide and neighborhood parks, as well as open space.

Each acre set aside for active park use is credited as a full acre towards meeting the General Plan park dedication requirement. Depending on the ultimate use, recreational value, or application of Sierra Vista's open space parcels, full or partial credit may be granted for open space land containing informal recreational facilities, paseos, open space amenities, or natural features.

Park land credits for each parcel are outlined in Table 7-3, with a cumulative summary summarized in Table 7-4, below. The credits applied are reflective of each parcel's recreational value as a park or open space amenity.

Table 7-3: Park and Open Space Lands and Credits by Parcel

Parcel	Type	Acreage	Credit Ratio	Credited Ac.
Citywide Park Facilities				
KT-50	Citywide Park	39.95	1:1	39.95
<i>Subtotal</i>		39.95 ac.		39.95 ac.
Neighborhood Parks				
CG-50	Neighborhood Park	7.63	1:1	7.63
CO-50	Neighborhood Park	1.00	1:1	1.00
DF-50	Neighborhood Park	1.79	1:1	1.79
FD-50	Neighborhood Park	1.70 1.73	1:1	1.70 1.73
FD-51	Neighborhood Park	1.12 1.07	1:1	1.12 1.07
FD-52	Neighborhood Park	5.51	1:1	5.51
FD-53	Neighborhood Park/School	8.15	1:1	8.15
JM-50	Neighborhood Park/School	8.00	1:1	8.00
JM-51	Neighborhood Park	2.62	1:1	2.62
JM-52	Neighborhood Park	1.50	1:1	1.50
KT-51	Neighborhood Park	4.24	1:1	4.24

Table 7-3: Park and Open Space Lands and Credits by Parcel

Parcel	Type	Acreage	Credit Ratio	Credited Ac.
KT-52	Neighborhood Park/School	7.61	1:1	7.61
WB-50	Neighborhood Park/School	8.7	1:1	8.7
WB-51	Neighborhood Park	4.40	1:1	4.40
WB-52	Neighborhood Park	1.53	1:1	1.53
<i>Subtotal</i>		65.50 49 -ac.		65.50 49 -ac.
Open Space				
CG-80	Open Space	1.87	1:5	0.37
CG-81	Open Space	6.83	1:5	1.37
CG-82	Open Space	0.95	1:5	0.19
CO-80	Open Space - powerline	14.18	1:10	1.42
CO-81	Open Space	22.92	1:5	4.58
DF-80	Open Space	21.58	1:5	4.32
DF-81	Open Space	4.71	1:5	0.94
FD-80	Open Space	5.66	1:5	1.13
FD-81	Open Space	5.50	1:5	1.10
FD-82A	Open Space - powerline	11.09	1:10	1.11
FD-82B	Open Space	0.14	1:5	0.03
FD-83	Open Space	3.38 50	1:5	0.68 70
FD-84	Open Space	25.34	1:5	5.07
FD-85	Open Space - powerline	20.80	1:10	2.08
FD-86	Open Space - powerline	1.68	1:10	0.17
FD-87A	Open Space	4.10	1:5	0.82
FD-87B	Open Space - powerline	0.18	1:10	0.02
FD-88A	Open Space	13.17	1:5	2.63
FD-88B	Open Space - powerline	20.89	1:10	2.09
JM-80	Open Space	0.63	1:5	0.13
JM-81	Open Space - powerline	6.50	1:10	0.65
JM-82	Open Space - powerline	2.67	1:10	0.27
JM-83	Open Space - powerline	6.25	1:10	0.63
JM-84	Open Space	10.38	1:5	2.08
JM-85	Open Space	15.19	1:5	3.04
KT-80A	Open Space	17.91	1:5	3.58
KT-80B	Open Space	17.42	1:5	3.48
KT-81	Open Space	4.65	1:5	0.93
WB-80	Open Space	36.58	1:5	7.32
Paseos	Open Space – Paseos (see Table 7-5)	13.89 13.96	1:1	6.03 6.05
<i>Subtotal</i>		317.04 317.23 -ac.		58.26 58.30 ac.
TOTAL		422.49 422.66 -ac.		163.71 164.03 -ac.

Table 7-4: Park Credit Summary

Park Type	Credited Acreage Required	Total Acreage Provided	Credited Acreage Received	Surplus/ Shortfall
Citywide	65.2 acres	40.0 acres	40.0 acres	-25.2 acres
Neighborhood	65.2 acres	65.5 acres	65.5 65.2 acres	+0.3 acres
Open Space (includes paseos)	65.2 acres	317.0 317.2 acres	58.3 acres	-6.9 acres
Total Requirement	195.6 acres	422.5 422.7 acres	163.8 163.5 acres	-31.8 acres

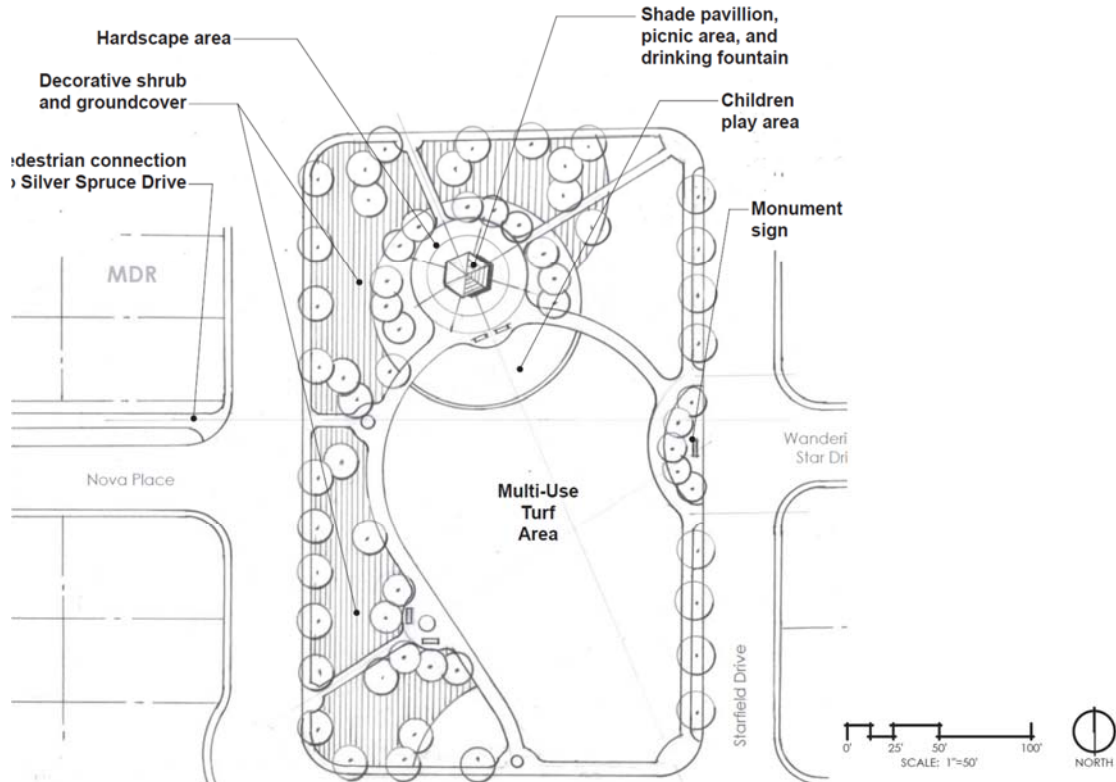
As illustrated above, Sierra Vista satisfies the City's neighborhood park land dedication requirements. However, there is a shortfall in the citywide park and open space components. The Citywide and open space land dedication shortfall is to be satisfied via the City's park in-lieu fee pursuant to General Plan policy.

In addition, paseos are eligible for open space credit. The SVSP includes a paseo design whereby the typical landscape corridors along collector streets (Market Street, Upland Drive, and Federico Drive), are widened by a total width of 26 feet along the collector roadway edge. This additional widened portion of landscape is referred to as paseo and is eligible to receive a 1:1 acre open space parkland credit. A total of ~~6.03~~ 6.05 acres of paseo landscaping will augment the required collector roadway's typical landscape corridor. Therefore, this portion of the paseo is eligible for a total open space credit of ~~6.03~~ 6.05 acres. The specific design for the collector roadways includes one side of the street with a total landscape & paseo width of 60', and the other side with a 30'-wide landscape & paseo. Combined, the total landscape easement and widened paseo component total approximately ~~13.89~~ 13.96 acres as noted in Table 7-3, above. Table 7-5, below, includes a detailed summary of each paseo parcel and its applied open space credit.

Table 7-5: Paseo Credit Summary

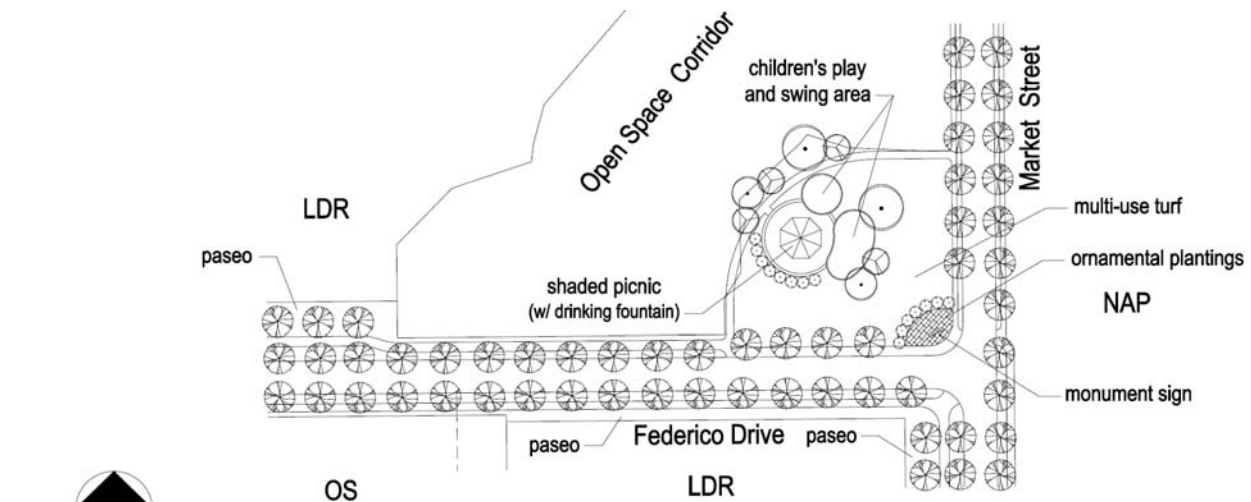
Paseo Corridor/ Parcel Designation	Parcel Size (60'-wide corridor)	Paseo Credit at 1:1*
Federico Drive		
CO-70	0.25 ac.	0.11 ac.
CO-71	0.52 ac.	0.23 ac.
FD-70	1.12 ac.	0.49 ac.
FD-71	1.53 1.28 ac.	0.66 0.55 ac.
FD-72	0.52 0.44 ac.	0.23 0.19 ac.
FD-73	1.00 1.32 ac.	0.43 0.57 ac.
FD-74	0.60 0.69 ac.	0.26 0.30 ac.
<i>subtotal</i>	5.54 5.62 ac.	2.41 2.44 ac.
Market Street		
CG-70	0.53 ac.	0.23 ac.
DF-70	0.61 ac.	0.26 ac.
DF-71	1.24 ac.	0.54 ac.
DF-72	0.42 ac.	0.18 ac.
FD-75	1.17 1.16 ac.	0.51 0.50 ac.
FD-76	0.15 ac.	0.07 ac.
FD-77	1.36 ac.	0.59 ac.
JM-70	0.26 ac.	0.11 ac.
<i>subtotal</i>	5.74 5.73 ac.	2.49 2.48 ac.
Upland Drive		
JM-71	0.88 ac.	0.38 ac.
JM-72	0.32 ac.	0.14 ac.
JM-73	1.41 ac.	0.61 ac.
<i>subtotal</i>	2.61 ac.	1.13 ac.
Total	13.89 13.96 ac.	6.03 6.05 ac.

* **Note:** Open space park credit is given for the incremental widening/upsizing of a standard collector street and associated landscape corridor, which constitutes that 26'-wide portion of the paseo, as described above.



Note: This concept plan is subject to change based on funding, environmental conditions, or other factors.

Concept Plan for Neighborhood Park Parcel FD-50 **UPDATED EXHIBIT**



* mix of turf and shrub areas to be determined at the time of final park design.

Parcel FD-51 PR (± 1.1 ac)

Note: This concept plan is subject to change based on funding, environmental conditions, or other factors.

Concept Plan for Neighborhood Park Parcel FD-51

7.3 Schools

A. School Requirements



As shown on Figure 7-2, the majority of the Plan Area is located within the Center Unified School District (CUSD), which serves kindergarten through 12th grade students. The SVSP generates an estimated 1,670 ~~1,662~~ elementary school (K-6) students, 779 ~~774~~ middle school (7-8) students, and 1,300 ~~1,293~~ high school (9-12) students within the CUSD boundaries, as shown in Table 7-6. These Plan Area students generate the need for between two and three new elementary schools and one new middle school in the CUSD.

The remaining portion of the Plan Area is located within the Roseville City School District (RCSD) and Roseville Joint Union High School District (RJUHS). The RCSD serves kindergarten through 8th grade students, while the RJUHS serves 9th through 12th grade students. At buildout, the SVSP generates an estimated 372 ~~396~~ elementary school (K-5) students and 158 ~~166~~ middle school (6-8) students in the RCSD, and 205 ~~211~~ high school (9-12) students in the RJUHS.

Table 7-6: Student Generation

	LDR/ MDR Factor	HDR Factor	CMU Factor	Students Generated	School Capacity	Schools Required
Center Unified School District ¹						
Grades K-6	0.354	0.046	0.046	<u>1,670</u> 1,662	800	<u>2.1</u> 2.0
Grades 7-8	0.158	0.034	0.034	<u>779</u> 774	900	0.9
Grades 9-12	0.272	0.042	0.042	<u>1,300</u> 1,293	2,000	<u>0.7</u> 0.6
Roseville City School District ²						
Grades K-5	0.2930	0.1365	n/a	<u>372</u> 396	600	<u>0.6</u> 0.7
Grades 6-8	0.1247	0.0407	n/a	<u>158</u> 166	1,000	0.2
Roseville Joint Union High School District ²						
Grades 9-12	.161	0.036	n/a	<u>205</u> 211	1,800	0.1

1. 4,390 LDR/MDR units, 39 Age-Restricted LDR units, 2,270 ~~2,098~~ HDR units, and 255 CMU units assumed. Age restricted units not included in student generation calculations.
2. 1,271 LDR/MDR units, 454 Age-Restricted LDR units, and 0 ~~172~~ HDR units assumed. Age restricted units not included in student generation calculations.

Note: Student generation rates provided by Center Unified School District, Roseville City School District, and Roseville Joint Union High School District.

Table 10-1: Land Use & Residential Units by Phase

Phase	LDR	MDR	HDR	CMU	Comm.	Park	P/QP	Total
A	204.6 ac. 993 973 du	52.2 ac. 455 du	23.6 ac. 488 du	11.4 ac. 80 du	15.1 ac.	21.3 ac.	37.0 ac.	365.2 ac. 2,016 1,996 du
B	126.6 ac. 632 du	40.5 ac. 325 du	28.6 ac. 840 du		103.1 ac.	9.4 ac.		308.2 ac. 1,797 du
C	175.4 ac. 835 du	108.5 ac. 876 du	7.5 ac. 150 du	23.6 ac. 175 du	62.9 ac.	58.3 ac.	15.1 ac.	451.3 ac. 2,036 du
D	40.9 18.4 ac. 227 91 du	50.3 64.6 ac. 402 558 du	7.0 8.3 ac. 172 du			1.7 ac.	1.5 8.5 ac.	101.4 101.5 ac. 801 821 du
E	77.2 ac. 394 du	21.8 ac. 153 du				4.4 ac.	0.3 ac.	103.7 ac. 547 du
F	107.6 ac. 582 du	7.2 ac. 59 du			14.5 ac.	8.7 ac.	10.8 ac.	148.8 ac. 641 du
G		27.4 ac. 221 du	24.1 ac. 620 du		10.0 ac.	1.5 ac.		63.0 ac. 841 du
Total	732.3 709.8 ac. 3,663 3,507 du	307.9 322.2 ac. 2,491 2,647 du	90.8 92.1 ac. 2,270 du	35.0 ac. 255 du	205.6 ac.	105.3 ac.	64.7 71.7 ac	1541.6 ac. 1,541.7 ac. 8,679 du

B.8 Residential Subdivision Design

Residential subdivisions are subject to the design requirements of the City's Subdivision Ordinance. In order to ensure that neighborhoods provide cross connectivity for automobiles, bicyclists, and pedestrians, subdivision design should be guided by the design goals in this subsection. The intent is that individual subdivisions are designed in a manner that blur the lines between subdivision edges, and are walkable and well-connected. While connectivity is desired, some neighborhoods may be gated in the locations indicated on Figure B-25, provided they do not limit access to a public park. The guidelines for residential subdivisions address three key design characteristics:

- ❑ **Neighborhood Connectivity** – how common edges between subdivisions should be integrated;
- ❑ **Gated Subdivisions** – how gated subdivisions can be incorporated in the Plan Area;
- ❑ **Edge Conditions** – how to treat neighborhood/subdivision edges along arterials, collectors, open space preserves, and paseos; ~~and~~
- ❑ **Residential Grading Adjacent to Pleasant Grove Boulevard** – how to treat the grading of lots in Neighborhoods WB-1, WB-2, WB-5, WB-6, and WB-21 that back to Pleasant Grove Blvd; ~~and-~~
- ❑ **HDR Interface with Substation Site** – how to treat the edge between HDR Parcel FD-34 and P/QP Parcel FD-61.

A. Neighborhood Connectivity

As outlined in Chapter 3, Vision and Principles, one of the SVSP's goals is to create highly-connected residential neighborhoods. It is recognized that it is a design challenge to create neighborhood connectivity across hard edges such as arterial roadways, open space preserves, and other site features. However, where large lot parcel edges are between subdivisions and the types of hard edges described above do not exist, providing connectivity between subdivisions is encouraged. This type of connectivity is typically achieved through street connections between residential subdivisions, but can also be provided via pedestrian passage ways.

The SVSP identifies parcels where connectivity is required between neighborhood units, which are illustrated on Figure B-25. The exact location of street connections is to be determined through small-lot subdivision design. If subdivisions for adjacent large lot parcels are processed at separate times, the first subdivision to be processed by the City will establish the location for cross connection points. Guidelines that

D. Residential Grading Adjacent to Pleasant Grove Boulevard

The future finished grade elevation of Pleasant Grove Boulevard adjacent to Neighborhoods WB-1, WB-2, WB-5, WB-6 or WB-2 is likely to be from 2 feet to 6 feet higher than the adjacent lots that may back or side onto the right-of-way. The landscape corridor adjacent to Pleasant Grove Boulevard in this location is to be designed to at a similar grade as the roadway with positive drainage (minimum 2% slope) away from the residential neighborhood. As described in Figure B-26, a slope bank will be used on the residential side of the wall at the back of the landscape corridor to transition the grade of the right-of-way to the residential lot. The design of the residential neighborhoods shall provide for a minimum flat area in the rear yard of these homes of fourteen feet (14') measured from the toe of the slope to the future home to be constructed on the lot. Retaining walls may be used in these locations to achieve or expand the minimum flat area of the rear yard, however for retaining walls in excess of three feet (3') a minimum space between the wall at the back of the landscape corridor and the retaining wall shall be six feet (6') to provide appropriate space for tree and shrub planting.

E. HDR Interface with Substation Site

A High Density Residential (HDR) site (Parcel FD-34) is located adjacent to a Public/Quasi-Public (P/QP) site (Parcel FD-61) on Westbrook Boulevard. The P/QP site is designated for construction of an electric substation. In order to create an appropriate interface between each land use, the following design measures should guide the final design of the HDR site:

- ❑ A minimum 12-foot wide buffer shall be provided along the common property line between the HDR site and the substation site. The buffer may consist of a combination of landscaping, parking, and/or a drive aisle.
- ❑ Residential buildings shall maintain a minimum 30-foot setback from the substation site.
- ❑ Carports, garages, and non-residential accessory structures, including roof overhangs, shall maintain a minimum 12-foot setback from the substation site.
- ❑ Landscaping within 12-feet of the substation site shall have a growth habit that does not exceed 6-feet in height at maturity and shall consist of plant materials that do not facilitate the ability for people to climb over the masonry wall surrounding the substation.
- ❑ Tree plantings that provide additional screening of the substation from residential buildings shall be reviewed and approved as part of the design review process for the HDR site. No trees shall be permitted within 20 feet of the substation site.

ORDINANCE NO.

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 "F," attached and incorporated herein by reference, is hereby rezoned as follows:

In accordance with the zoning standards designated in the City of Roseville Zoning Ordinance and the Sierra Vista Specific 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:

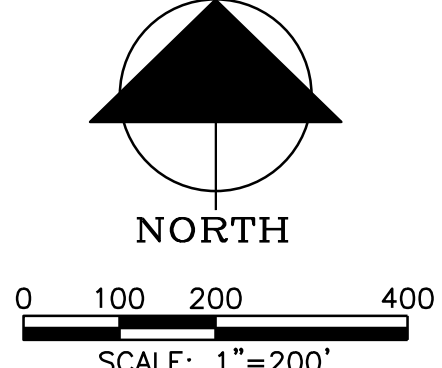
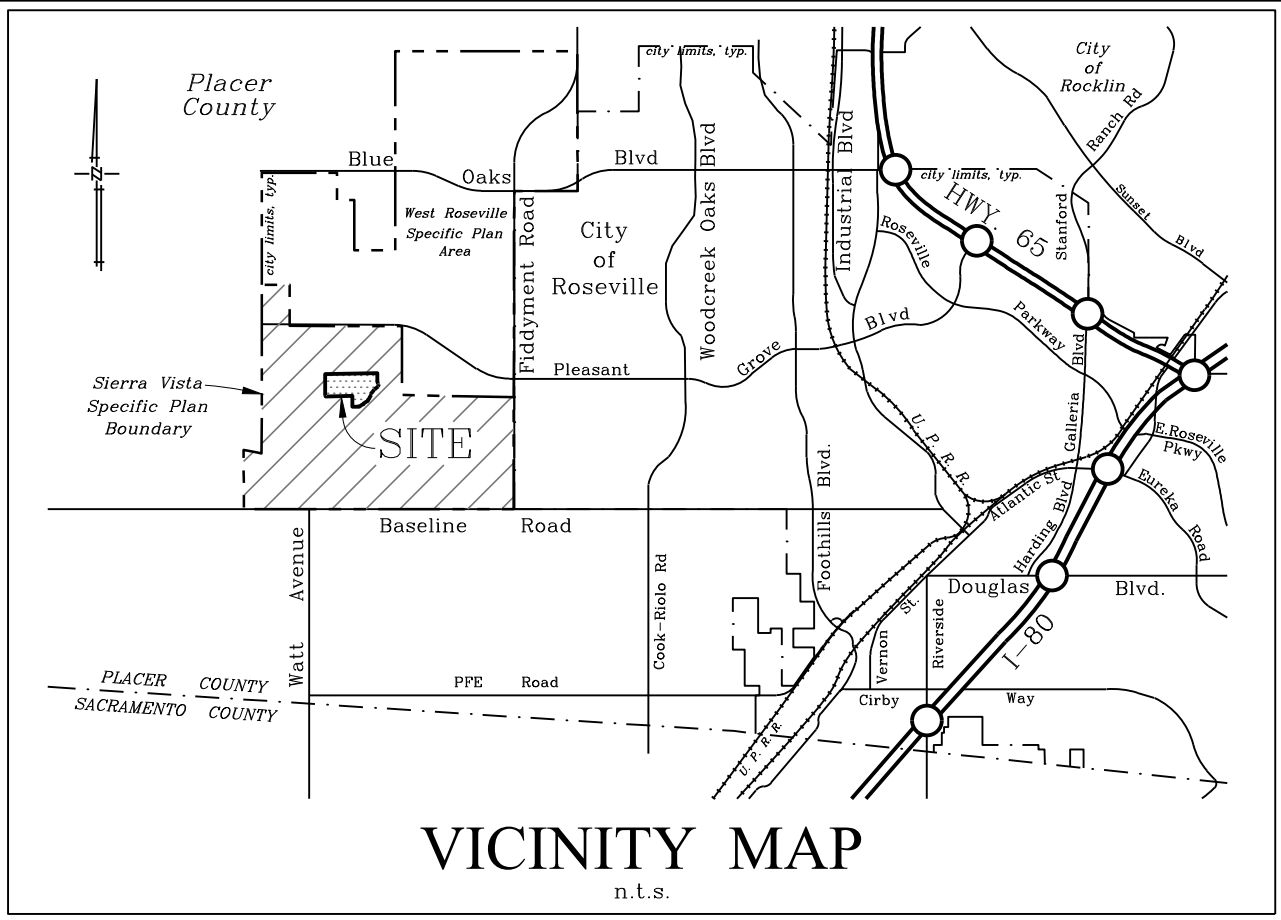
City Clerk



EXISTING ZONING



PROPOSED ZONING



EXISTING ZONING SUMMARY					PROPOSED ZONING SUMMARY				
Parcel	Zoning	Acreage	Units	Density	Parcel	Zoning	Acreage	Units	Density
FD-20	RS/DS	26.00 ac	226 du	8.7 du/ac	FD-20A	RS/DS	14.21 ac	110 du	7.7 du/ac
FD-22	RS/DS	14.27 ac	128 du	9.0 du/ac	FD-20B	RS/DS	11.11 ac	88 du	7.9 du/ac
FD-30	R3	4.14 ac	86 du	20.8 du/ac	FD-22A	RS/DS	11.97 ac	76 du	6.3 du/ac
FD-31	R3	4.14 ac	86 du	20.8 du/ac	FD-22B	RS/DS	10.49 ac	60 du	5.7 du/ac
FD-50	PR	1.72 ac			FD-34	R3	7.04 ac	172 du	24.4 du/ac
FD-60	P/QP	7.02 ac			FD-50	PR	1.70 ac		
FD-71	OS	1.28 ac			FD-71A	OS	0.71 ac		
FD-72	OS	0.44 ac			FD-71B	OS	0.82 ac		
FD-73	OS	1.32 ac			FD-72A	OS	0.25 ac		
ROW	Right-of-Way	5.35 ac			FD-72B	OS	0.27 ac		
Total		65.68 ac	526 du		FD-73A	OS	0.51 ac		
					FD-73B	OS	0.49 ac		
					ROW	Right-of-Way	6.11 ac		
					Total		65.68 ac	506 du	

REZONE EXHIBIT

FEDERICO - PHASE 1

A portion of the Sierra Vista Specific Plan Area

Scale: 1" = 200' Roseville, California August 17, 2017

