



AGENDA

November 20, 2019

CITY COUNCIL MEETING
HOUSING SUCCESSOR MEETING
6:00 p.m.
Council Chambers
311 Vernon Street
Roseville, California
www.roseville.ca.us

THE CITY OF ROSEVILLE WELCOMES YOUR PARTICIPATION

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

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

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

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

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

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

Security procedures are in place to attend Roseville City Council meetings. All attendees must successfully pass through a security metal detector. Any person with a prohibited item will not be allowed entry. Prohibited items include, but are not limited to: firearms (even with valid CCW), knives, pepper spray/mace, explosives of any kind/ any weapons and/or dangerous devices of any kind, illegal drugs and alcohol.

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

1. **CALL TO ORDER**
2. **ROLL CALL**

3. PLEDGE OF ALLEGIANCE

4. MEETING PROCEDURES

5. PRESENTATIONS

5.1. Resolution - Junior Detectives of Roseville

Commend Makenna Rogers, Hope Claiborne, Kashton Claiborne, and Logan Hultman, the Junior Detectives of Roseville for their selfless efforts and successful response to a community call for action.

CONTACT: M. Bettencourt 916-774-5266 mbettencourt@roseville.ca.us

5.2. Park Naming Recommendations

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 19-506 APPROVING PARK NAME RECOMMENDATIONS. Staff recommends F-97, a 1.5-acre pocket park south of North Hayden in West Roseville (Fiddymont Farm), be named Jim Gray Park; and the naming of F-101, a 1-acre pocket park, north of North Hayden in West Roseville (Fiddymont Farm), be deferred until the next naming cycle in 2020. Park identification signs for new parks will be included in the construction budgets of each park.

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

6. PUBLIC COMMENTS

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

7.1. Library eBooks - Annual Purchase Order

Memo from Parks, Recreation & Libraries Supervisor Chris Rohde and Parks, Recreation & Libraries Director Jill Geller recommending the City Council approve a sole source purchase order with cloudLibrary™/Bibliotheca to purchase eBooks for the Roseville Public Library's collection. The cost for the eBooks will not exceed \$40,000.00 and is included in the approved FY2019-20 Parks, Recreation & Libraries Department budget.

CC #: 0435

File #: 0203-10

CONTACT: Chris Rohde 916-746-1216 crohde@roseville.ca.us

7.2. Padmount Capacitor Banks (RFQ 10-3233) – Purchase Orders

Memo from Buyer Babette Owens and Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 19-502 APPROVING A PURCHASE ORDER FOR PADMOUNT CAPACITOR BANKS; and adopt RESOLUTION NO. 19-503 APPROVING A PURCHASE ORDER FOR PADMOUNT CAPACITOR BANKS; and adopt

RESOLUTION NO. 19-504 APPROVING A PURCHASE ORDER FOR PADMOUNT CAPACITOR BANKS. Staff recommends Council authorize purchase orders to Scott Engineering, Inc., ABB Enterprise Software Inc., and Anixter Inc. for the purchase of 12kV, 600/1200 KVAR pole or padmount capacitor banks, 200/400 KVAR single capacitor units, and switches to be purchased on an as-needed basis. This equipment will be used for new development and to replace end-of-life equipment throughout the Roseville Electric system. The estimated annual cost is \$350,000.00 and funding is included in the Electric Department's Contribution in Aid of Construction Capitol Improvement Project (CIP) and 12kV Upgrade & Extension CIP FY2019-20 budget. Staff requests authorization to renew without further Council approval, contingent upon budget approval each year.

CC #: 0455

File #: 0203-07

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

7.3. Janitorial Supplies - Purchase Order

Memo from Buyer Tiffany Valdez and Chief Financial Officer Dennis Kauffman recommending the City Council authorize purchase orders to Waxie Sanitary Supply for the purchase of janitorial supplies on an as-needed basis utilizing the City of Sacramento bid number EV00000059. Janitorial supplies are used in support of custodial services for City facilities. The estimated total cost of the janitorial supplies is \$45,000.00 or not to exceed budgeted amounts. Funding is included in the FY2019-20 budget for all departments.

CC #: 0434

File #: 0203-04

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

7.4. 60kV Voltage Transformer - Sole Source Purchase Order

Memo from Senior Power Engineer Chris Porter and Electric Utility Director Michelle Bertolino recommending the City Council approve a sole source purchase order with ABB Inc. dba ABB DE Inc., for a quantity of nine 60kV voltage transformers. The cost is \$52,279.22 and funding is included in the Electric Department FY2019-20 budget. The voltage transformers are necessary components for electric system upgrade projects.

CC #: 0424

File #: 0203-07-02

CONTACT: Chris Porter 916-774-5615 cporter@roseville.ca.us

7.5. 60kV Overhead Aluminum Conductor Steel Supported Conductor (RFQ 10-3236) – Purchase Orders

Memo from Buyer Babette Owens and Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 19-507 APPROVING A PURCHASE ORDER FOR 60 KV OVERHEAD ALUMINUM CONDUCTOR STEEL SUPPORTED (ACSS) CONDUCTORS to Southwire Electric, LLC on an as-needed basis. The estimated annual cost for FY2019-20 is \$200,000.00 and is included in the

Electric Department's approved budget. Staff requests authorization to renew without further City Council approval, contingent upon budget approval each year.

CC #: 0461

File #: 0203-07

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

7.6. Emergency Restoration Services (RFP 01-027)

Memo from Office Assistant Tisha Chinn and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 19-492 APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND AMERICAN TECHNOLOGIES INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000084); and adopt RESOLUTION NO. 19-493 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND JON K. TAKATA CORPORATION DBA RESTORATION MANAGEMENT COMPANY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S2003110). Staff recommends Council approve a contract purchase agreement with American Technologies Inc. and service agreement with Jon K. Takata Corporation dba Restoration Management Company to provide emergency restoration services in accordance with Request for Proposals (RFP) 01-027 each in the amount of \$75,000.00. The RFP allows for four optional renewal years at one-year intervals. Staff requests authorization to utilize the optional renewal years of the agreement without further Council approvals until the agreement expires or until City staff determines that continuing with the same vendors is not in the City's best interest.

CC #: 0447

File #: 0203-04

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

7.7. General Construction Services (RFP 01-030)

Memo from Office Assistant Tisha Chinn and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 19-484 APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND BULLARD INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000076); and adopt RESOLUTION NO. 19-485 APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND CARTER-KELLY INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000077); and adopt RESOLUTION NO. 19-486 APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND CREEKSIDE COMMERCIAL BUILDERS INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000079); and adopt RESOLUTION NO. 19-487 APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND

NOLEN CONSTRUCTION COMPANY INC. DBA NOLEN CONTRACTORS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000078). Staff recommends approval of four contract purchase agreements to provide general construction services: Bullard Inc. for \$250,000.00, Carter-Kelly Inc. for \$250,000.00, Creekside Commercial Builders Inc. for \$100,000.00 and Nolen Construction Company Inc dba Nolen Contractors for \$100,000.00. Staff requests authorization to utilize the four optional renewal years at one-year intervals without further Council approvals until the agreements expire or until City staff determines that continuing with the same vendors is not in the City's best interest.

CC #: 0444

File #: 0203-04

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

Resolutions

7.8. Commercial Corridor Planning - Senate Bill 2 Grant Application

Memo from Senior Planner Lauren Hocker and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 19-488 AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT AN SB 2 PLANNING GRANTS PROGRAM APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD), AND TO EXECUTE ALL RELATED FORMS AND AGREEMENTS ON BEHALF OF THE CITY OF ROSEVILLE. Staff is requesting City Council authorization to submit a SB 2 Planning Grants Program Application to the California Department of Housing and Community Development, for the purpose of securing \$310,000.00 of grant funding for corridor planning in the areas of Atlantic Street, Douglas Boulevard, Harding Boulevard, and Sunrise Avenue. Approval of the grant application does not negatively impact the City's General Fund.

CC #: 0443

File #: 0214

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

7.9. Roseville Sanitary Landfill - Declaring as Surplus Property

Memo from Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 19-481 DECLARING THE ROSEVILLE SANITARY LANDFILL PROPERTY AS SURPLUS PROPERTY. This item concerns a request for the City Council to adopt a resolution declaring the former Roseville Sanitary Landfill property as surplus to the needs of the City. Over the past several years, staff has been approached by multiple groups interested in the potential for commercial and/or residential development of the property. Given past and recent interest, staff recommends exploring disposition of this property to eliminate a long-term liability to solid waste utility ratepayers.

CC #: 0440

File #: 1003

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

7.10. Westpark Phase 4 Village W-18D - Notice of Completion

Memo from Construction Inspector Andrew Druck and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 19-499 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS WESTPARK PHASE 4 VILLAGE W-18D PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 0453

File #: 0400-04-09-1

CONTACT: Andrew Druck 916-223-7577 adruck@roseville.ca.us

7.11. Westbrook - Phase 2 Villages 2A & 3A - Notice of Completion

Memo from Construction Inspector Andrew Druck and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 19-495 RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS WESTBROOK-PHASE 2 VILLAGES 2A & 3A PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 0449

File #: 0400-04-12-1

CONTACT: Andrew Druck 916-223-7577 adruck@roseville.ca.us

7.12. Westbrook - Phase 2 Villages 2B & 3B - Notice of Completion

Memo from Construction Inspector Andrew Druck and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 19-496 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS WESTBROOK-PHASE 2 VILLAGES 2B & 3B PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE,

THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 0450

File #: 0400-04-12-1

CONTACT: Andrew Druck 916-223-7577 adruck@roseville.ca.us

7.13. Westbrook - Phase 2 & 3 - Notice of Completion

Memo from Construction Inspector Andrew Druck and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 19-494 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS WESTBROOK-PHASE 2 & 3 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 0448

File #: 0400-04-12-1

CONTACT: Andrew Druck 916-223-7577 adruck@roseville.ca.us

7.14. Diamond Creek North Roseville Specific Plan Parcel DC - 30 & 33 - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 19-491 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE, BBC DIAMOND CREEK LLC, AND LENNAR HOMES OF CALIFORNIA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Diamond Creek NRSP Parcel DC - 30 & 33 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 57 residential lots, 1 public right of way lot, 1 open space lot and 5 private common ownership lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 0446

File #: 0400-04-07-1

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

7.15. Westbrook - Phase 3, Village 20 - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 19-497 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND K. HOVNANIAN HOMES OF NORTHERN CALIFORNIA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Westbrook - Phase 3, Village 20 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 66 residential lots and 2 landscape lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 0451

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

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

7.16. Westbrook - Phase 3, Village 21 - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 19-498 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND K. HOVNANIAN HOMES OF NORTHERN CALIFORNIA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve the Westbrook - Phase 3, Village 21 final map. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating 81 residential lots and 6 landscape lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 0452

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

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

7.17. Issue Management Services - Professional Services Agreement Amendment and Cost Share Agreement

Memo from Utility Government Relations Administrator Noelle Mattock and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 19-482 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND HERMOCILLO-AZEVEDO STRATEGIC COMMUNICATIONS LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 19-483 APPROVING A COST SHARE AGREEMENT FOR ISSUE MANAGEMENT SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE, THE CITY OF SACRAMENTO AND PLACER COUNTY WATER AGENCY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of an additional four-year term for management services with Hermocillo-Azevedo Strategic Communications LLC in the amount of \$100,000.00 which is currently budgeted in FY2019-20, through the Water

Operations Fund, funded through utility rate revenue, subject to appropriation by the City Council in future budgets; and a four-year cost share agreement between the City, City of Sacramento, and Placer County Water Agency to continue working on shared issues of concern. Roseville's annual cost share of \$100,000.00 is currently budgeted in FY2019-20, through the Water Operations Fund, funded through utility rate revenue, subject to appropriation by the City Council in future budgets.

CC #: 0441

File #: 0800-02

CONTACT: Noelle Mattock 916-774-5504 ncmattock@roseville.ca.us

7.18. Dry Creek Wastewater Treatment Plant Biosolids Handling (RFP 08-056) - Contract Purchase Agreement

Memo from Principal Engineer Bryan Buchanan and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 19-505 APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SYNAGRO-WWT, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000009). This item requests approval of an agreement for comprehensive biosolids management services with Synagro-WWT, Inc. in the amount of \$765,000.00 and authorization for staff to renew this agreement for four optional one-year renewals without further Council approval. Funding for the contract purchase agreement is included in the FY2019-20 operations budget for the Dry Creek Wastewater Treatment Plant and will be included in the next four fiscal years' budgets for the optional renewal years.

CC #: 0456

File #: 0800-02

CONTACT: Bryan Buchanan 916-746-1812 bbuchanan@roseville.ca.us

7.19. 6382 Phillip Road - Declaring as Surplus Property

Memo from Economic Development Manager Troy Holt and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 19-478 DECLARING 6382 PHILLIP ROAD AS SURPLUS PROPERTY. Staff is recommending that 6382 Phillip Road be declared as surplus property. This parcel is underutilized and there are no current identified future needs for this property. There are no costs or fiscal impacts associated with this request.

CC #: 0445

File #: 1003

CONTACT: Troy Holt 916-746-1173 tgholt@roseville.ca.us

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

7.20. Agricultural License to Farm Rice - Al Johnson Wildlife Area

Memo from Parks, Recreation and Libraries Superintendent Brian Castelluccio and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 19-476 APPROVING AN

AGRICULTURAL LICENSE TO FARM RICE, BY AND BETWEEN THE CITY OF ROSEVILLE, AUBURN RAVINE RANCH, INC., AND B & B LIVESTOCK, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council approve the Agricultural License to Farm Rice for rice farming with Auburn Ravine Ranch, Inc., and B & B Livestock, for a period of five years. The agreement will generate revenue of \$62,220.00 annually to the Al Johnson Wildlife Area Fund.

CC #: 0425

File #: 0704-02

CONTACT: Brian Castelluccio 916-746-1755 bcastelluccio@roseville.ca.us

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

7.21. Railcar Training Courses - Budget Adjustment

Memo from Battalion Chief Matt Lauchner and Fire Chief Rick Bartee recommending the City Council adopt ORDINANCE NO. 6154 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Fire Department was awarded a \$108,000.00 two-year contract by the California Office of Emergency Services to teach three tank car safety courses in cooperation with Union Pacific to first responders across the state. Staff is requesting a budget adjustment of \$72,000.00 for FY2019-20 to cover the personnel and material costs to put on this highly technical training. The remaining \$36,000.00 will be requested during the FY2020-21 budget process. The two-year contract provides revenue to offset the costs of the training. There is no net impact on the General Fund.

CC #: 0439

File #: 0324 & 0201-01

CONTACT: Rick Bartee 916-774-5825 rbartee@roseville.ca.us

Ordinances (for second reading and adoption)

7.22. Second Reading of Ordinance - Roseville Municipal Code Amendment to Massage Services Appeals

ORDINANCE NO. 6155 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 9.10.090, 9.10.100, 9.10.120 AND 9.10.150 OF CHAPTER 9.10 OF TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING MASSAGE SERVICES, for second reading and adoption.

CC #: 0459

File #: 0300

CONTACT: Marc Glynn 916-774-5095 mglynn@roseville.ca.us

7.23. Second Reading of Ordinance - 2019 Building Standards Code Adoption

ORDINANCE NO. 6156 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 16.04.100, 16.04.310, 16.04.410, 16.04.830, AND 16.04.870 REPEALING SECTIONS 16.04.106, AND 16.04.860 OF CHAPTER 16.04 OF TITLE 16 REGARDING BUILDINGS AND CONSTRUCTION, REMOVING CHAPTER 16.15 OF TITLE 16 REGARDING HIGH-RISE BUILDINGS, AND REPEALING AND REPLACING CHAPTER 16.16 OF TITLE 16 OF THE ROSEVILLE MUNICIPAL CODE REGARDING FIRE CODE, for second reading and adoption.

CC #: 0460

File #: 0501

CONTACT: Jason Rizzi 916-774-5802 jrizzi@roseville.ca.us
Jim Mangino 916-774-5390 jmangino@roseville.ca.us

Reports / Requests

7.24. Out of State Travel Request - Electric Department

Memo from Power Engineer Vincent Bottoni and Electric Utility Director Michelle Bertolino requesting the City Council approve out-of-state travel for one Electric Utility employee to attend the EUCI's Distribution System Planning and Optimization conference in Denver, Colorado on February 25-27, 2020. The total cost for the travel will be approximately \$3,000.00. Funding is available in the Electric Utility's FY2019-20 budget.

CC #: 0437

File #: 0600-02

CONTACT: Vincent Bottoni 916-774-5641 vbottoni@roseville.ca.us

7.25. Out-of-State Travel Request - Fire Department

Memo from Assistant Fire Chief Brian Diemer and Fire Chief Rick Bartee requesting the City Council approve out-of-state travel for one additional Fire Department member to attend two factory inspections of a new Pierce Enforcer Type 1 Engine being built by Pierce Manufacturing in Appleton, Wisconsin. Costs related to travel, air fare, lodging, per diem and back-fill in the approximate amount of \$7,800.00, will be covered by the Fire Department's current fiscal year budget.

CC #: 0431

File #: 0600-02

CONTACT: Brian Diemer 916-746-1932 bdiemer@roseville.ca.us

7.26. Out-of-State Travel Request - Public Works Department

Memo from Associate Engineer Noah Siviglia and Public Works Director Jason Shykowski recommending the City Council approve one engineer to attend the out-of-state American Concrete Pavement Association 56th Annual Meeting in December 2019 in New Orleans, Louisiana, including the Annual Excellence in Concrete Paving Awards Banquet as the winner recipient for the Roller Compacted Concrete project in the Special Application category. This also includes attendance at the Concrete Pavement University break-out sessions.

There is no cost for the conference, awards banquet, and break-out sessions. Airfare, hotel, and parking costs estimated at \$1,200.00 will be covered by the approved Roller Compacted Concrete project budget.

CC #: 0438

File #: 0600-02

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

END OF CONSENT CALENDAR

8. 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.

8.1. District Based Elections - Public Hearing #5

Memo from Assistant City Attorney Michelle Sheidenberger and City Clerk Sonia Orozco recommending the City Council introduce for first reading an ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING CHAPTER 2.06 OF TITLE 2 OF THE ROSEVILLE MUNICIPAL CODE REGARDING DISTRICT BASED MUNICIPAL ELECTIONS establishing a by-district election process in five City Council districts pursuant to California Elections Code Section 10010. The fiscal impact is estimated to be between \$35,000.00 to \$50,000.00 which includes costs for National Demographics Corporation to assist with drawing district boundaries.

CC #: 0462

File #: 0502

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

M. Sheidenberger 916-774-5325 msheidenberger@roseville.ca.us

8.2. Hewlett-Packard - Development Agreement Amendment

Memo from Associate Planner Kinarik Shallow and Development Services Director Mike Isom recommending the City Council introduce for first reading ORDINANCE ADOPTING AN EIGHTH AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND R10 FOOTHILL, LLC RELATIVE TO THE HEWLETT-PACKARD ROSEVILLE MASTER PLAN FOR PARCEL 2 AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The purpose of this request is to formalize the development capacities, clarify development obligations, and extend the term of the agreement specific to the R10 Foothill, LLC (Cokeva) property. These actions are applicant-initiated and do not include additional obligations or exactions. All fiscal impacts were previously evaluated in the Hewlett-Packard (HP) Master Plan, the original HP development agreement (DA), and the 1st Amendment to the HP DA. This action has no significant impacts to the City's General Fund.

CC #: 0432

File #: 0400-04-18-1

CONTACT: Kinarik Shallow 916-746-1309 kshallow@roseville.ca.us

9. ORDINANCES

9.1. Central Park Phase 3 Project - Budget Adjustment and Award of Contract

Memo from Park Development Analyst Rjahja Canlas and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt ORDINANCE NO. 6152 ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE; and adopt RESOLUTION NO. 19-477 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ABIDE BUILDERS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Central Park is a 20-acre citywide park site located on Fairway Drive and Central Park Drive in the Highland Reserve North Specific Plan Area. Staff recommends award of the base bid and all additive alternatives for a total contract award amount of \$5,242,480.00. Funding for the construction of Central Park was initially provided through the Citywide Park Fund in the FY2014-15 budget. The recommended budget adjustment establishes the new capital improvement project (CIP) and establishes three funding sources: movement of \$1,251,901.00 from the existing CIP to the new CIP, transfer of \$2,919,000.00 from the Citywide Park Development Fund to the new CIP, and the transfer of \$1,753,101.00 from the Public Facilities Fund to the new CIP. This will result in a total project budget of \$5,924,002.00 in the new CIP which includes the cost of construction, permits, inspections, construction administration, and contingency. Staff recommends award of the project to Abide Builders, Inc. in the amount of \$5,242,480.00, and requests authorization to approve change order requests in an amount not to exceed 10% of the contracted amount. Maintenance of the Phase 3 acreage and amenities will be a new operating budget obligation funded by the additional General Fund resources provided by

the Measure B half-cent local sales tax.

CC #: 0427

File #: 0704-01 & 0201-01

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

10. RESOLUTIONS

10.1. The Gathering Inn Bathroom and Shower Facilities Renovation Project – Community Development Block Grant Agreement and Regulatory Agreement

Memo from Housing Analyst Kristine Faelz and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 19-500 APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE GATHERING INN, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 19-501 APPROVING A REGULATORY AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE GATHERING INN, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends that the City Council approve a Community Development Block Grant (CDBG) Agreement and associated Regulatory Agreement with The Gathering Inn for the renovation of the bathroom and shower facilities to address building code, accessibility and capacity issues. The cost of the project is \$326,528.00 and will be funded by CDBG funds. This item does not impact the City's General Fund.

CC #: 0454

File #: 0113-02 & 0709

CONTACT: Kristine Faelz 916-774-5451 kpfaelz@roseville.ca.us

10.2. Solar Installation Project – Community Development Block Grant Agreement and Regulatory Agreement

Memo from Housing Analyst Kristine Faelz and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 19-489 APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ADVOCATES FOR MENTALLY ILL HOUSING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 19-490 APPROVING A REGULATORY AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ADVOCATES FOR MENTALLY ILL HOUSING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends City Council approve the Regulatory Agreement between the City and Advocates for Mentally Ill Housing, Inc. (AMIH) for the purpose of securing AMIH's obligations to maintain the property at 319 Main Street as permanent supportive housing for individuals with mental illness for a term of fifteen (15) years. The City will be using Community Development Block Grant (CDBG) funds to assist AMIH with the installation of a rooftop solar system. The solar

system installation project was approved with the adoption of the CDBG FY2019-20 Action Plan. The cost of the project is \$85,500.00 and will be funded by CDBG funds. This item does not impact the City's General Fund.

CC #: 0428

File #: 0113-02 & 0709

CONTACT: Kristine Faelz 916-774-5451 kpfaelz@roseville.ca.us

10.3. HOUSING SUCCESSOR - Home Start - Owner Participation Agreement Amendment

Memo from Housing Analyst Trisha Isom and Economic Development Director Laura Matteoli recommending the City Council adopt HOUSING SUCCESSOR AGENCY RESOLUTION NO. 4-19 APPROVING A SECOND AMENDMENT TO OWNER PARTICIPATION AGREEMENT FOR 410 RIVERSIDE AVENUE, BY AND BETWEEN THE CITY OF ROSEVILLE ACTING IN ITS CAPACITY AS THE HOUSING SUCCESSOR TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF ROSEVILLE, AND ROSEVILLE HOME START, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of the Second Amendment to the Owner Participation Agreement between the City, acting as the Housing Successor, and Roseville Home Start to allow the use of the 27-unit property at 410 Riverside Avenue to provide affordable permanent supportive housing units focused on serving very low income families. No General Fund resources will be used for the implementation of the amendment to the agreement.

CC #: 0436

File #: 0709

CONTACT: Trisha Isom 916-746-1239 tisom@roseville.ca.us

10.4. Homeless Outreach Workers Contract and Budget Adjustment

Memo from Suzanne Acrell and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 19-480 APPROVING A CONTRACT FOR SERVICES, BY AND BETWEEN THE CITY OF ROSEVILLE AND PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6153 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item is to take action on a contract with Placer County to hire two homeless outreach workers to be embedded with the Roseville Police Department's Social Services Unit for two years at a cost to the City of \$40,000.00 per year (\$20,000.00 from the Community Development Block Grant (CDBG) program and \$20,000.00 from the Downtown Roseville Partnership). This item has no impact on the City's General Fund. The budget adjustment requests authority to spend \$98,078.00 of CDBG program income received this fiscal year, of which \$20,000.00 will be used for the first year

commitment to the Homeless Outreach Worker Contract, and the remaining \$78,078.00 will be used for labor compliance monitoring for existing CDBG contracts and other public facility projects.

CC #: 0433

File #: 0709 & 0201-01

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

11. DEPARTMENT UPDATES

12. COUNCIL REPORTS / PUBLIC COMMENTS

13. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 0458
File #: 0102-10

Title: Resolution - Junior Detectives of Roseville
Contact: M. Bettencourt 916-774-5266 mbettencourt@roseville.ca.us

Meeting Date: 11/20/2019
Item #: 5.1.

RECOMMENDATION TO COUNCIL

Commend Makenna Rogers, Hope Claiborne, Kashton Claiborne, and Logan Hultman, the Junior Detectives of Roseville for their selfless efforts and successful response to a community call for action.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

M. Bettencourt, Deputy City Clerk

Sonia Orozco, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Junior Detectives of Roseville

CITY OF ROSEVILLE



OF

COMMENDATION AND CONGRATULATIONS

WHEREAS, on Monday September 30th, 2019 a ninety-seven year old woman went missing from her home in Roseville California; and

WHEREAS, the Roseville Police Department asked for the public's assistance to locate the at-risk missing person; and

WHEREAS, upon hearing the overhead announcements for assistance Makenna Rogers, Hope Claiborne, Kashton Claiborne, and Logan Hultman, neighborhood friends decided to jump into action and help first responders search for the missing senior citizen; and

WHEREAS, your commitment to help someone in need, lead your group of junior detectives to locate the missing person and report her whereabouts to the Police Department; and

NOW, THEREFORE, I, JOHN B. ALLARD II, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA do hereby commend Makenna Rogers, Hope Claiborne, Kashton Claiborne, and Logan Hultman, the **JUNIOR DETECTIVES OF ROSEVILLE** for their selfless efforts and successful response to a community call for action.

SIGNED this 20TH day of November, 2019

JOHN B. ALLARD II, MAYOR

ATTEST:

**SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA**





COUNCIL COMMUNICATION

CC #: 0457

File #: 0704

Title: Park Naming Recommendations
Contact: Tara Gee 916-774-5253 tgee@roseville.ca.us

Meeting Date: 11/20/2019

Item #: 5.2.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution to approve the following park names:

- 1) Jim Gray Park for F-97, a 1.5-acre pocket park south of North Hayden in West Roseville (Fiddymment Farm); and
- 2) Defer the naming of F-101, a 1-acre pocket park, north of North Hayden in West Roseville (Fiddymment Farm) until the next naming cycle (2020).

BACKGROUND

Advertisement for names for the above parks occurred in mid-July through mid-August 2019. The advertisement period was four (4) weeks. The Park Naming Subcommittee, consisting of two City Council members and three Parks and Recreation Commissioners, met on September 18, 2019 to review the name submissions along with names on the “active” list from last year. “Active” names are those received the year prior and not selected. The Subcommittee recommended that F-97 be named after Jim Gray. F-97 is a 1.5-acre pocket park off of North Hayden Parkway in the Fiddymment Farm area of West Roseville. Ground breaking is expected this Winter 2019-20.

A second pocket park, F-101, was also advertised for naming. This is a 1-acre pocket park north of North Hayden in West Roseville (Fiddymment Farm). Given the timeline to begin construction of this park (late spring or summer 2020), the Subcommittee has chosen to postpone naming this park until the next park naming cycle. Per the policy, the park naming advertisement occurs each July.

Consistent with policy, a short list of names will be forwarded for recommendation to the City Council, upon review and approval by the Parks & Recreation Commission. This year, the Subcommittee elected to forward only one name recommendation.

Names not selected for recommendation will remain on the “active” list for one year. Please see the attachments for the submission received during this latest advertisement.

Parks & Recreation Commission

The Parks & Recreation Commission reviewed the Subcommittee recommendations at the October 7, 2019 meeting and approved forwarding these recommendations on to the City Council.

FISCAL IMPACT

Park identification signs for new parks will be included in the construction budgets of each park. There will be no General Fund impact.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Tara Gee, Park Planning & Development Superintendent

Jill Geller, Parks, Recreation & Libraries Director

A handwritten signature in blue ink, appearing to read 'Dominick Casey', with a stylized, overlapping loop structure.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-506

2019 Name Submissions

Active List

RESOLUTION NO. 19-506

APPROVING PARK NAME RECOMMENDATIONS

WHEREAS, names were solicited in July 2019 for the naming of two noted new parks;
and

WHEREAS, the Parks Naming Subcommittee met on September 18, 2019 to review the
name submissions along with names on the “active” list from last year; and

WHEREAS, the Parks Naming Subcommittee recommended only one name
recommendation, as follows:

- 1) Jim Gray Park for F-97, a 1.5 acre pocket park south of North Hayden in West
Roseville (Fiddymment Farm); and
- 2) Defer the naming of F-101, a 1 acre pocket park, north of North Hayden in West
Roseville (Fiddymment Farm) until the next naming cycle (2020).

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
the names recommended by the Parks Naming Subcommittee are hereby approved.

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



RECEIVED

2019 AUG 16 PM 12:22

CITY CLERK DEPARTMENT
ROSEVILLE, CA**Suggested Name For a Park or Facility Within a Park**Suggested Name Antonio "Tony" Bermudez(Print or type the suggested name exactly how you would like it to read)Park Preference: ☒ Any park site ☐ _____ (Specify park)# of years as a Roseville Resident 82 years**Reason for Suggestion** (Must be completed for further consideration):

Mr. Bermudez is 90 years old and is a Korean War Veteran. He graduated from Roseville High School (Class of 1949). Mr. Bermudez 4 sisters and 5 brothers also GRADUATED FROM R.H.S. Mr. Bermudez has made significant service contributions to the community having lived in Roseville since 1937.

Mr. Bermudez worked at the Town Theatre and Roseville Theatre beginning in 1947 with Mrs Sylvia Besana. Mr. Bermudez attended Vernon St School K-5 and 6-7-8 at Atlantic Middle School.

Mr. Bermudez excelled in high school sports and played many years as a player/coach for the Roseville Adult Sports Softball & Basketball. Mr. Bermudez was one of the founders of the Roseville Gink (over) 60 years.

Attach a second sheet if necessary.

☐ Attachment included
& RESUMEName Theresa Bermudez
(of individual submitting request)Address 335 Zola AvePhone Number/Email Address 916 223-3911 tabermudez@yahoo.com

Please submit this form to the City Clerk's office for name consideration. All names must be in accordance with the established City criteria. Submit one name per form.

FOR CITY USE ONLY:For FY _____ Has this name been submitted before? ☐ Yes ☐ No
If yes, when? _____

Subcommittee Review Comments:

Additionally, re-naming of an existing park due to costs, potential loss of neighborhood identity and other considerations shall be discouraged. The City Council reserves the right to consider park sites, not associated with a specific individual(s), to add onto an existing established park name due to special circumstances. In such cases, the original park name shall not be replaced. Under these special circumstances, community contributions towards the offset of costs incurred to change signage shall be a component of the approval process. To ensure geographically named parks remain a part of the process, an effort shall be made to balance the naming of parks in the range of 20% of the parks within the park system inventory shall be geographically based at any given time.

Selection Process

The Park Naming subcommittee is made up of the three officers of the Parks and Recreation Commission; the Mayor and one City Council member.

1. The Subcommittee shall review all names and recommend a short list of up to three name for each new park or recreation facility scheduled for construction during the same fiscal year;
2. the short list of selected names shall be reviewed by the Parks and Recreation Commission for consideration at a formal meeting;
3. Thereafter, the Parks and Recreation Commission shall forward the short list of recommendations to the City Council for formal approval. The Commission may elect to recommend a name per park or facility for Council consideration along with the short list; All names submitted during the submission period shall be forwarded to the City Council with the recommendations. This shall include the "active list" of names from the previous year;
4. Potential namesakes will be contacted by Staff prior to the Parks & Recreation Commission meeting

Suggested Name for a Park or Facility Within a Park (over-continued)

"Pony Tail" Girls Softball League which later changed its name to Roseville Girls Bobby Sox League along with Phil Kister and Jim Keenan in 1963. He coached until 1973.

Mr. Benavidez also worked for the Roseville Southern Pacific Railroad for 37½ years.

Mr. Benavidez has attended the St. Rose Catholic Parish since 1937 having also managed the Catholic girls softball team in 1968.

Mr. Benavidez played softball from 1950-1955 for the Guadalupe Catholic Society.

Most recently in 2009, Mr. Benavidez was inducted into the Mexican American Hall of Fame Sports Association and was honored for his service to his country by the American G.I. Forum, a congressionally chartered Hispanic veterans' organization.

Antonio C. Bermudez
335 Zola Avenue
Roseville, CA 95747
916.783.3721

Achievement(s):

Mexican American Athletic Club

- Played softball for two years (1945 – 1947)

Roseville High School (Class of 1949)

As a student attending Roseville High School from 1946 – 1949, I played the following sports:

- **Baseball** - my freshman, sophomore and junior years (1946 – 1948)
- **Basketball** - my freshman, sophomore and junior years (1946 – 1948)
- **Football** - my freshman and sophomore years (1946 and 1947)
- **Track** - my freshman, sophomore and junior years (1946 – 1948)
- **Boxing** - my freshman year (1946)

Roseville City League

As a resident of the City of Roseville, I played the following sports:

- **Roseville City League Fast Pitch Softball** (1945 – 1976) – Won the Championship in 1972, 1973 and 1974
- **Roseville City League Basketball** – (1965 – 1975)
- **Roseville Pony Tail Girls Softball League** - One of the founders of the Roseville Girls "Pony Tail" softball league (1963 – 1970) which later changed it's name to Roseville Girls Bobby Sox League; I managed the "pony tail" league for seven years and then later managed the Roseville Bobby Sox League for three years (1970 – 1973) for a total of ten years.
- **Roseville Railroad Pacific Fruit and Express (PFE) Bowling League** - I was an avid bowler from 1977 – 1986

Saint Rose Catholic Parish Church (Roseville, CA)

As a member of Saint Rose Catholic Parish, I managed and played the following sports:

- Managed Catholic girls softball team in 1968
- Guadalupe Catholic Society – I played softball from 1950 – 1955



RECEIVED

2019 AUG 16 AM 11:42

CITY CLERK DEPARTMENT
ROSEVILLE, CA

Suggested Name For a Park or Facility Within a Park

Suggested Name Frank Luna Jr.

(Print or type the suggested name **exactly** how you would like it to read)

Park Preference: ☒ Any park site ☐ _____ (Specify park)

of years as a Roseville Resident 73

Reason for Suggestion (Must be completed for further consideration):

Frank Luna Jr was a life long resident of Roseville. He attended Atlantic Street School and graduated from Roseville High School in 1962. Frank was a notable athlete, playing football, baseball, and wrestling for the high school. After high school Frank continued his education at Sierra College and continued to play both football and baseball. Frank served his country for six years, including a tour to Vietnam and received several awards including a Bronze Star. Frank served the Roseville community as a Parks and Recreation Commissioner from 1982 to 1992. Frank was on of the founding and most active members of the Sierra College Wolverine Athletic Association (WAA) serving as treasurer. As an avid golfer he was a member of Sierra View Country Club and could be often found at Roseville High School and Sierra College athletic events. Frank was small in stature but a giant man in heart and soul.

Attach a second sheet if necessary.

☐ Attachment included

Name Monica Luna Anderson and Nicole Luna Underwood
(of individual submitting request)

Address 1673 Cantamar Way Roseville, CA 95747

Phone Number/Email Address (916) 531-3909 mo2na@att.net

Please submit this form to the City Clerk's office for name consideration. All names must be in accordance with the established City criteria. Submit one name per form.

FOR CITY USE ONLY:

For FY _____ Has this name been submitted before? ☐ Yes ☐ No
If yes, when? _____

Subcommittee Review Comments:



RECEIVED

2019 AUG -5 PM 2:18

CITY CLERK DEPARTMENT
ROSEVILLE, CA

Suggested Name For a Park or Facility Within a Park

Suggested Name

Ryan W. Haney

(Print or type the suggested name exactly how you would like it to read)

Park Preference:



Any park site



(Specify park)

of years as a Roseville Resident 13+

Reason for Suggestion (Must be completed for further consideration):

Ryan served the Roseville Community through his work with being a board member for the Chamber of Commerce and his countless hours of volunteering. His affect in the Roseville Community could be seen at his celebration of life at the Grand. Ryan was always walking his dog(s) rescued from places & places many tails. Ryan was a guest speaker at Sierra College my classroom as well. Ryan was passionate about keeping his family business in Roseville & seeing Roseville thrive. Ryan graduated from Roseville Leadership class in 2015. He used this for many leadership opportunities in the Roseville Community. Ryan had so many accomplishments, but his life goal was to see Roseville thrive.

Attach a second sheet if necessary.

☐ Attachment included

Name

Carrie Raymond

(of individual submitting request)

Address

278 Union St, Roseville, CA 95678

Phone Number/Email Address

(916) 803-6572, rosevillerraymonds@yahoo.com

Please submit this form to the City Clerk's office for name consideration. All names must be in accordance with the established City criteria. Submit one name per form.

FOR CITY USE ONLY:

For FY

Has this name been submitted before?

☐ Yes

☐ No

If yes, when?

Subcommittee Review Comments:



RECEIVED

2019 AUG 16 PM 1:38

CITY CLERK DEPARTMENT
ROSEVILLE, CA

Suggested Name For a Park or Facility Within a Park

Suggested Name Frank @ Luna JR.

(Print or type the suggested name **exactly** how you would like it to read)

Park Preference: ☐ Any park site ☐ _____ (Specify park)

of years as a Roseville Resident 75
Deceased, 2016

Reason for Suggestion (Must be completed for further consideration):

Frank was on the Park + Recreation for the
City of Roseville Commissioner for 10 years.

Longtime Roseville resident attended elementary
Verdon Street School, Atlantic Street and Roseville
High School.

He was very active in the Community Sierra View
Country Club, Sierra College on football board.
Frank serviced in the Army 5 years (Veteran)

Attach a second sheet if necessary.

☒ Attachment included

Name Teresa A Larson (Luna)

(of individual submitting request)

Address 1406 Adamson CT Roseville CA 95661

Phone Number/Email Address Terri.luna.larson@gmail.com

Please submit this form to the City Clerk's office for name consideration. All names must be in accordance with the established City criteria. Submit one name per form.

FOR CITY USE ONLY:

For FY _____

Has this name been submitted before? ☐ Yes ☐ No

If yes, when? _____

Subcommittee Review Comments:

From: **Nicole Luna** nmluna.1703@gmail.com
Subject: Frank
Date: August 13, 2019 at 3:41 PM
To: Scottlarson1@mac.com



City Clerk office by Aug 15

Look it over, add or fix...

Frank was a longtime Roseville resident who attended Atlantic Street School, Roseville High School 1962 Graduate (notable athlete in Football, Baseball, Wrestling) Frank later moved on to Sierra College where he competed for the Wolverines. Also a Veteran - 6years in the service, received the Bronze Star Medal. Frank served on Roseville City Park & Recreation, Commissioner 1982 to 1992. Also, served on Sierra College as one of the founding and most active Wolverine Athletic Association (WAA) members. An avid golfer Frank was a member of Sierra View Country Club and could be often found at Roseville High & Sierra College football games. Frank was small of stature but a giant of a man in heart and soul.



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2019 JUL 29 PM 3:15

CITY CLERK DEPARTMENT
ROSEVILLE, CA

Suggested Name For a Park or Facility Within a Park

Suggested Name

(Print or type the suggested name **exactly** how you would like it to read)

Park Preference:



Any park site



F-97

1.5 acre park

West Roseville

(Specify park)

of years as a Roseville Resident

12 +

Reason for Suggestion (Must be completed for further consideration):

The city of Roseville had an officer Cameron Landon who died this month. This park would honor his service to the Roseville community.

Attach a second sheet if necessary.



Attachment included

Name

(of individual submitting request)

Address

Phone Number/Email Address

Please submit this form to the City Clerk's office for name consideration. All names must be in accordance with the established City criteria. Submit one name per form.

FOR CITY USE ONLY:

For FY

Has this name been submitted before?



Yes



No

If yes, when?

Subcommittee Review Comments:



RECEIVED

2019 AUG -2 PM 3:27

CITY CLERK DEPARTMENT
ROSEVILLE, CA**Suggested Name For a Park or Facility Within a Park****Suggested Name** Ryan W Haney
(Print or type the suggested name **exactly** how you would like it to read)Park Preference: ☒ Any park site ☐ _____ (Specify park)# of years as a Roseville Resident 10 plus years**Reason for Suggestion** (Must be completed for further consideration):

Ryan Haney pass away on March 2nd 2019, Ryan Loved the community of Roseville. Ryan loved to give back ~~back~~ to the community through the Roseville Chamber of Commerce. He would speak to student as a guest speaker at Sierra College and was a volunteer for the Keaton Raphael Memorial and other non profit organizations. Ryan would even shave his hair every year for the Saint Baldricks foundation.

With Ryans volenteering & his dedication to the Roseville chamber of Commerce he recieved a reward for being the referral partner of the year. Not just once but 5 times. Please consider Ryan Haney as one of the names for Roseville next park

Attach a second sheet if necessary.

☐ Attachment included**Name** Mark Raymond
(of individual submitting request)**Address** 278 Union St Roseville CA 95678**Phone Number/Email Address** markraymondcsuc@yahoo.com

Please submit this form to the City Clerk's office for name consideration. All names must be in accordance with the established City criteria. Submit one name per form.

FOR CITY USE ONLY:For FY _____ Has this name been submitted before? ☐ Yes ☐ No
If yes, when? _____**Subcommittee Review Comments:**



RECEIVED

2019 AUG -2 PM 4:27

CITY CLERK DEPARTMENT
ROSEVILLE, CA**Suggested Name For a Park or Facility Within a Park****Suggested Name** Ruth Burgess Park(Print or type the suggested name exactly how you would like it to read)Park Preference: ☒ Any park site ☐ _____ (Specify park)

of years as a Roseville Reside 20 year resident 30+ years active in Roseville

Reason for Suggestion (Must be completed for further consideration)

Ruth Burgess (February 21, 1940— November 16, 2018) was an inspiration to every person whose life she touched. She dedicated years of her life in service to Roseville and made our community a better place in many ways.

Ruth was a trail blazer in Rotary Club of Roseville. She was the first woman to join the club in 1987. She served as secretary and a member of the board for a number of years and was club president in 2002. The club named her Outstanding Rotarian in 1996, and she was inducted into the Rotary District 5180's Hall of Fame in 2016. The Roseville club planted a tree in Maidu park in remembrance of Ruth.

Ruth started the "Miles of Smiles" dental program through Rotary in the 1990's, and it is still going strong today. It is a program where third grade students in each city school receive a dental screening from a dental hygienist. In addition, they receive a dental sealant that is applied to their molars. It has made a tremendous difference in early dental care for thousands of our city's children. The program started over a decade ago and has helped thousands of students in Roseville. It has been renamed in her honor.

Attach a second sheet if necessary.

Attachment included

Name CAROL BULSAN Langley
(of individual submitting request)Address 8109 Blackwood Lane Roseville 95747Phone Number/Email Address 916.206.9035 caecollangley7@gmail.com

Please submit this form to the City Clerk's office for name consideration. All names must be in accordance with the established City criteria. Submit one name per form.

FOR CITY USE ONLY:For FY _____ Has this name been submitted before? ☐ Yes ☐ No
If yes, when? _____

Subcommittee Review Comments:

Ruth Burgess (continued)

Ruth received the Chamber of Commerce Athena award in 2017, the Kids First Ed Bonner and Brooke Allison Lifetime Achievement Award in 2017. and the County Health and Service Award.

Ruth led the Placer County Foundation's Grants Committee and help launch the Women's Fund to support various causes for women in the county as well as the City of Roseville.

Ruth's career started at the Roseville Community Hospital which became the Sutter Roseville Medical Foundation where she was a director. At the end of her career she was the VP in charge of community outreach and director of the SRM Foundation.

Ruth Burgess' life was an exceptional one of love and service to others. She most definitely deserves to be memorialized by naming a park in her honor.

Testimonials about Ruth:

Jim Gray, Former Mayor of Roseville

"Ruth was an outstanding individual who was dedicated to serving the citizens of Roseville."

Carol Garcia, Former Mayor of Roseville

"Ruth was an integral part of our community and instrumental in providing the Rotary Miles of Smiles dental sealant program to help underserved youth in Roseville. Her wisdom and fundraising skills were prevalent in the health of our entire community as Director for Sutter Roseville Medical Foundation. We are forever grateful for the legacy that Ruth has left as a selfless individual who helped so many."

Rod Waterbury, President, The Rotary Club of Roseville

"Ruth did not hesitate to offer leadership and guidance within the Rotary Club of Roseville when she saw the opportunity to mentor and improve skills of other leaders within the club. Ruth's determination to help the children of Roseville was invaluable insofar as it secured funding from Placer County and the Rotary Club of Roseville Foundation for the Miles of Smiles dental sealant program that has improved the dental health of thousands of children over more than a decade."



RECEIVED

2019 AUG 15 PM 1:16

CITY CLERK DEPARTMENT
ROSEVILLE, CA

Suggested Name For a Park or Facility Within a Park

Suggested Name Lois Donovan

(Print or type the suggested name **exactly** how you would like it to read)

Park Preference: ☒ Any park site ☐ _____ (Specify park)

of years as a Roseville Resident 50

Reason for Suggestion (Must be completed for further consideration):

see attachment

Attach a second sheet if necessary.

☒ Attachment included

Name Jane Donovan

(of individual submitting request)

Address 802 Clina Way Roseville, CA 95661

Phone Number/Email Address (916) 735-2525 donovanjane42@yahoo.com

Please submit this form to the City Clerk's office for name consideration. All names must be in accordance with the established City criteria. Submit one name per form.

FOR CITY USE ONLY:

For FY _____ Has this name been submitted before? ☐ Yes ☐ No

If yes, when? _____

Subcommittee Review Comments:

Lois Donovan moved to Roseville with her husband and six children in 1969, to the house she still lives in today. After her youngest child entered kindergarten, Lois took a job with the City of Roseville as a preschool teacher in the basement of Carnegie Library. When the Maidu Center was built, Lois moved her classes to the Maidu preschool room (which she helped to design) and later retired from the City of Roseville after 27 years. Lois runs into her students regularly and remembers details about their preschool years, to the delight of her students and their children. Lois received a Pride of Roseville Award for her service to the city.

Lois was a dedicated volunteer for the schools her children attended in Roseville, participating in the PTA and receiving a PTA Lifetime Achievement Award. Lois was also a dedicated citizen of Roseville and Placer County; she received a 15 Year Award from the County Election Office for serving as an election official and supervisor. Lois received the Soroptomist Woman of the Year Award in 1985 and was honored with a luncheon put on by the Soroptomist Club and attended by Lois' many friends and family members. Lois was also named one of the Roseville Chamber of Commerce's Most Influential Women in 1997.

Lois Donovan is a person who, through her words and actions as a citizen of Roseville, exemplifies the positive effect a person can have on their family, their co-workers, the children they interact with, and the every-day people they come in contact with. Lois raised her children in Roseville, sent them all to local schools, did her best to be a good and productive citizen, and now reaps the rewards of a life well-lived with her loving children and grandchildren, her many friends, and the now-grown children of Roseville who were started in school with her gentle guidance. A park named for Lois Donovan would be a perfect addition to the city she loves.



RECEIVED

2019 AUG 15 PM 1:20

CITY CLERK DEPARTMENT
ROSEVILLE, CA**Suggested Name For a Park or Facility Within a Park****Suggested Name** James O. Gray Park(Print or type the suggested name exactly how you would like it to read)Park Preference: ☒ Any park site ☒ First Choice F-97 (Specify park)# of years as a Roseville Resident Over 40 years**Reason for Suggestion** (Must be completed for further consideration):

Roseville is the wonderful community we enjoy, in large measure, due to the community engagement of its citizenry. Recognizing individuals whose civic involvement is uniquely outstanding with park naming is an excellent way to inspire young people & new residents to carry on this longstanding Roseville tradition. Jim Gray epitomizes exemplary citizenship thru giving back to his community. His contributions come from coaching youth sports, Roseville Rotary Club, Tommy Apostolos Fund, Roseville Firefighters Charity Golf Tournament, (first President of) Folsom Neighborhood Association, & the SPCA. It also extends to the Sierra College Wolverine Athletic program, by serving on their Board & raising funds for athletic programs. His service includes 6 yrs on the Parks & Recreation Commission, 12 yrs on the Planning Commission, & also service on Charter Review & Grants Advisory. He was appointed to Council in 1996, serving until 1998. He was elected to Council in 2002 & appointed Mayor in 2007, serving on the Council until 2010. In those years, the amenities we love like parks and trails & wonderful neighborhoods were planned & built. And, facilities like Martha Riley Library & the Roseville Energy Park began serving our community. During his term, the WRSP was approved. Park Site F-97 is located in that Specific Plan, and it would be wonderful to have it bear his name.

Attach a second sheet if necessary.

☒ Attachment included

Copies of petitions and support letters are the attachment.

Name Gina Garbolino, Carol Garcia, Aldo Pineschi Jr. & Susan Rohan (Rohan is primary contact.)
(of individual submitting request)**Address** 208 Royal Oak Court, Roseville CA 95661**Phone Number/Email Address** Cell 9916-412-4796) susanrohan@gmail.com

Please submit this form to the City Clerk's office for name consideration. All names must be in accordance with the established City criteria. Submit one name per form.

FOR CITY USE ONLY:For FY _____ Has this name been submitted before? ☐ Yes ☐ No
If yes, when? _____

Subcommittee Review Comments:

A Petition from The Rotary Club of Roseville, Founded in 1938

Dear Roseville Park Naming Subcommittee

August 1, 2019

We, the undersigned, lend our support to this request to name Park F 97, or any other park, after former Mayor James O. Gray in recognition of his outstanding service to his community and the City of Roseville.

Signature	Printed Name; Address
Paul Waterbury	ROD WATERBURY 340 IRANWOOD CIRCLE ROSEVILLE CA 95678
Tim Eyster	Tim Eyster 1649 Grey Owl Cir, Roseville, CA 95661
Ralph Felix	RALPH FELIX 5698 DRAGONFLY LN, ROSEVILLE CA 95747
Bob Tomasini	Bob TOMASINI 1405 Shadow Pine Ct 95661
Mike Mezey	MIKE MEZEY 1614 OLIVIA HILL AND R, 95661
Carol Langley	Carol Langley 8109 Blackwood Ln 95747
Edward Rudd	EDWARD RUDD 3117 Mt TAMALPAIS DR 95747
Chantiz Harris	CHANTIZ HARRIS 1900 MORRIS CIRCLE, ROSIE 95747
John Pally	John Pally 3301 Lance Ct Roseville 95661
Mike Espinoza	Mike Espinoza 642 Amber Ct Roseville 95678
Melissa Sisneros	MELISSA SISNEROS 1832 Diamond Woods Cir. Prd
Rob Baquero	ROB BAQUERA 333 Brenner Cir 95678
Jay Veeley	JAY VEELEY 346 TANWAD CIR 95678
John Mason	JOHN MASON 2003 Lyrlham Roseville 95678
Eric Denio	ERIC DENIO 1425 Everett Way, Roseville 95747
Connie Correia	Connie Correia 8385 Cook Rio Rd, Roseville 95747
Lori Dalziel	LORI DALZIEL 4320 ECLERSLEY WAY ROSEVILLE 95747
Scott Larson	317 RAINBOW TROUT CT ROSEVILLE 95747
Scott Larson	Scott Larson 200 Cedar St Roseville CA 95678
Ligh Ann Preiner	Ligh Ann Preiner 100 Gianni Ct Roseville, CA 95661
Roger Linn	Roger Linn 2207 Petruchio Way, Roseville 95661
Carol Gann	Carol Gann 2240 Port au Prince, Knol 95678
Donells Gooden	DONELLS GOODEN 4308 Homestretch Rd 95747

A Petition from The Rotary Club of Roseville, Founded in 1938

Dear Roseville Park Naming Subcommittee

August 1, 2019

We, the undersigned, lend our support to this request to name Park F 97, or any other park, after former Mayor James Gray in recognition of his outstanding service to his community and the City of Roseville.

Signature

Printed Names; Address

Thomas Wilson

Thomas Swaney 3128 Poseidon Ln 9566

[Handwritten signature]

Amanda Jensen 310 Ironwood Cir, Roseville, CA

Travel Time

Kayla Dringenberg 408 Baslow Ct Rosendale 95661

[Signature]

Russell Tramm, 1120 Oakbrier Cir, Roseville, CA 95747

Myron Gentin

JOHN C SMITH 504 HOGAN GROSVILLE 95678

Paula Colomb

MYRON L JENKINS 2181 EXMISTIER LN
ROSELVILLE GA 3574-

Jacki Ruff

Paula Colonizo 612 Glenhurst Ct, Po. 9566

Ray G. Katter

JACKIE ROMINGER 1638 OLD HART RANCH RD AV 95661

RAY PATTERSON 516 EVENING BROOK Gt. Rn. 95661

Dear Roseville Park Naming Subcommittee

July 2019

We, the undersigned, lend our support to this request to name Park F 97, or any other park, after former Mayor James O. Gray in recognition of his outstanding service to his community and the City of Roseville.

Print Name	Address	Sign
DAVE MARDNER	9827 CRAVEIGHT	Dave Mardner
Larry Pabel	100 Montecypress Ct Roseville	
RANDY KIRCHNER	1818 VISTA CREEK RD. RSVL	R. K.
GARY WHITE	4501 HIDDEN CT. ROCKLIN	G. White
TOM FIRST	2153 CAMPTON CIR	T. First
Jo Camillucci	292 Castlewood Ct. Ros	Jo Camillucci
Gavin Long	6148 Stonewall St. Roseville	G. Long
JOSE REYES	2210 BUD CT. Roseville CA	J. Reyes
Robert Budge	765 Firestone Dr. Roseville CA	R. Budge
Cliff STAPP	649 Springfield Cir, Roseville, CA	Cliff Stapp
JIM CARROLL	69 PALOMINO CT ROSEVILLE CA	J. Carroll
David Evans	4417 Hazelwood Ave, SAC CA 95821	D. Evans
STUART KAGETA	2907 TWIN CREEKS LN, ROCKLIN CA 95677	S. Kageta
Jim Sommers	5001 Eagleton Way Granite Bay 95746	J. Sommers
BRUCE KELLAM	5636 LONGWOOD W. AY, CITRUS HEIGHTS, CA 95610	B. Kellam
JOEL WALBERSON	4607 SLATE CT ROCKLIN CA 95677	J. Walbersson
Peter Julicher	4623 E. Imperial View Ct 95677	P. Julicher
John Spencer	4860 Minnie's Court Ct. Rocklin CA 95677	J. Spencer
Mike Tyffen	4279 Rawhide Rd Rocklin 95677	M. Tyffen
DON CEARING	225 DAVE MEADOW CT 95661	D. Cearing

95657

Dear Roseville Park Naming Subcommittee

July 2019

We, the undersigned, lend our support to this request to name Park P 97, or any other park, after former Mayor James O. Gray in recognition of his longstanding service to his community and the City of Roseville.

Dear Roseville Park Naming Subcommittee

July 2019

We, the undersigned, lend our support to this request to name Park P 97, or any other park, after former Mayor James O. Gray in recognition of his longstanding service to his community and the City of Roseville.

Name

Address

Name

Address

Jack Ellison 6111 Paddlewheel Court.

DAVID BREWSTER 425 WEBSTER'S CT, ROSEVILLE

PORT ROSE 6081 ROSE GARDEN LANE

Leslie J. Jacobs 782

Phyllis J. Jacobs 782

John Francis 6424 Rose Garden Ln

James A. Hill 11000

ISABEL 1000 1549 LOCUST GROVE LN.

P.D. Hegerle 7218 Lott Lake Ln

Debra Fong 6424 Rose Garden Ln

REX CLARK 5909 GARDINER WAY

Kathy Custer 6026 Timberledge Lane

Mona R. Rhodes 316 Savannah Ct

John Kammie 4281 Wildcat Way

Jim Viece 4288 Echo Rock Ln

SANDI Viece 4288 Echo Rock Ln

James Ellison 6111 Paddlewheel Ct

Leslie J. Jacobs 782

Andy & Dawn Watson

Maude Simpson

John Jacobs

John Jacobs

John A. Campbell

Paul Campbell

Diana Vondra

4200 Wildcat Way, Roseville, CA 95747

7700 Roseville Ave, Roseville, CA 95747

7440 Pimple Pl, Roseville, CA 95717

7440 Pimple Pl, Roseville, CA 95717

7357 Timberledge Lane

7357 Timberledge Lane

116 Emekantia St

From: Al Johnson <aljohnson@aljohnsonconsulting.com>
Subject: Roseville Park Naming committee-----Jim Gray Nomination
Date: August 6, 2019 at 9:07:46 PM PDT
To: Susan Rohan <susanrohan@gmail.com>
Cc: Al Johnson <aljohnson@aljohnsonconsulting.com>

I have known Jim Gray since I moved to Roseville in 1983 and started my employment with the City Of Roseville. Thru out my career with the City, including 15 years as the City Manager, Jim always was involved in serving the Community either on Commissions, City Council or volunteering his time for the good of the Community. He has always been a voice that supported the development of an outstanding Park and Recreation program that supported the families in our community. It is my pleasure to recommend Jim Gray to your committee and to recognize him for his long standing commitment to our community.

Thank You

Al Johnson Retired Roseville City Manager
505 Hogan Court
Roseville, Ca.
aljohnson@surewest.net

From: Alexa Pritchard <alexap1962@gmail.com>
Subject: Jim Gray Park
Date: August 4, 2019 at 8:13:46 AM PDT
To: susanrohan@gmail.com

Dear Roseville Park Naming Subcommittee,

I wish to express my strong support for naming Park Site F-97 for Jim Gray. That would be an outstanding way to acknowledge his amazing years of volunteer work and his public service to the Roseville community.

Thank you,

Alexa Pritchard
139 Valley Oak Drive
Roseville
alexap1962@gmail.com

Sent from my iPad

Dear Roseville Park Naming Subcommittee,

I wish to express my strong support for naming Park Site F-97 for James O. Gray. That would be an outstanding way to acknowledge his amazing years of volunteer work and his dedicated public service to his community.

Thank you,

Peter Ashby
7231 Lyne Bay Dr
Roseville, CA 95747
916-251-9224

August 1, 2019

Dear Roseville Park Naming Subcommittee,

It is with great pleasure that we join with others to recommend and express our strong support for naming Park Site F-97 for James O. Gray. Such recognition would be an outstanding way to acknowledge his amazing years of volunteer work and his dedicated public service to his community. Likewise Jim is a long time and very active fellow Roseville Rotarian. He has been very involved in sharing of his time on countless volunteer projects and service for the benefit of others in Roseville. Jim exemplifies the best in the Rotarian spirit, which is "Service Above Self".

Thank you,

David and Linda Breninger

425 Webster's Court

Roseville, C 95747

David Email: dbreninger@surewest.net

Linda Email: lbreninger@surewest.net

From: Brita Bayless <bjbayless@gmail.com>
Subject: Please name Park Site F-97 for Jim Gray
Date: August 4, 2019 at 12:06:29 PM PDT
To: susanrohan@gmail.com

Dear Roseville Park Naming Subcommittee,

This message is to express my strong support for naming Park Site F-97 for Jim Gray. Roseville has been blessed with many Council members who have contributed their time, energy and resources toward civic improvement and community vitality for decades, and Jim stands out among them. The breadth, diversity and constancy of his efforts are exceptional. I can't think of a better opportunity for Roseville to continue its practice of honoring its living champions than to name this park for Jim.

Best regards,

Brita Bayless, retired City Attorney
Shingle Springs, CA
bbayless@pobox.com

From: Loraine Browning <lorainebrowning2017@gmail.com>
Subject: Jim O. Gray Park Application
Date: August 4, 2019 at 9:11:22 PM PDT
To: susanrohan@gmail.com

Dear Roseville Park Naming Subcommittee,

My husband, Steve, and I wish to express our strong support for naming Park Site F-97 for Jim Gray. That would be an outstanding way to acknowledge his amazing years of volunteer work and his public service to his community.

I worked for the City of Roseville during Jim's tenure as Councilman and Mayor. I now volunteer with Jim on the Sierra College Wolverine Athletic Association Board.
Thank you,

Loraine and Stephen Browning
Personal Address: 4314 Sandhurst Way, Rocklin, CA 95677

Owner of Roseville Property: 1527 Swallow Way, Roseville, CA 95661

Contact Info: [Lorainebrowning2017@gmail.com](mailto:lorainebrowning2017@gmail.com)

From: Bud Herring <budherring58@gmail.com>
Date: August 3, 2019 at 7:56:41 PM PDT
To: susanrohan@gmail.com

I support naming a city park after Jim Gray 100%! He was an active advocate for the city and it's residents while he was on the council and a very humble, caring man.

Bud Herring

From: <sheila.cardno@gmail.com>
Subject: Park Naming - Jim Gray
Date: August 2, 2019 at 6:05:39 PM PDT
To: <susanrohan@gmail.com>

Dear Roseville Park Naming Subcommittee,

We wish to express our strong support for naming Park Site F-97 for James O. Gray. That would be an outstanding way to acknowledge his amazing years of volunteer work and his dedicated public service to his community.

Thank you,

Sheila Cardno and Kim Silvers
9880 Granite View Lane
Granite Bay, CA 95746
Sheila.cardno@gmail.com

(916) 761-9747

Susan,
Thanks for spearheading this for Jim. It's well deserved.

7/31/19

Dear Honorable Councilmembers,

I wholeheartedly support the naming of a City of Roseville park after my dear friend and community supporter, Jim Gray.

I first met Jim, as most of us did, at a community event – Roseville Music in the Park. I was a volunteer at the event and he asked if we needed help. He joined our committee and helped to grow the annual event that is still held in Royer Park each summer. Over the years I was amazed at how involved he was with so many charities in the community – SPCA, the Placer County Fair Board, Rotary, Tommy Apostolos, Chamber of Commerce, Sierra College, etc., so when he asked me to be his treasurer for his Roseville City Council campaign, I did not hesitate. I could not imagine a better person to represent our city and I was honored to help.

Jim and I have worked side by side as volunteers for many organizations over the years – he is a truly benevolent person. We subsequently realized we were both from Grass Valley, CA and had both graduated from Nevada Union High School. Jim was so proud of his hometown and still maintains friendships there but his heart is in Roseville and he's proven that.

He has worked tirelessly for this community in many capacities; he deserves this honor and much more.

Sincerely,



Cathy (Macaulay) Barrington
916.878.9919
catherinejbarrington@gmail.com

From: Cheri Ewing <bonobunny@yahoo.com>
Subject: Jim Gray
Date: August 13, 2019 at 12:28:15 PM PDT
To: susanrohan@gmail.com

Dear Susan:

I would like to request the official name of our Roseville Park be named in honor of Jim Gray. Jim has been a neighbor and friend for almost fifteen years.

He and his wife, Judy have been like family. Never was there a time I could not count on Jim for his help, support, advice, and occasional lunch at the club.

His service and dedication to the town of Roseville goes without saying. He has served our city with care, dedication, and integrity. He has spent countless hours

serving on several committees to ensure the future of Roseville is headed in the right direction.

I am in full support of showing Jim the thanks he deserves for the hard work and dedication he has shown our city of Roseville.

Sincerely'

Cheri Ewing
208 Zola Ave
Roseville, CA 95678

From: <chrisroblesconsulting@gmail.com>
Subject: Request for James Gray Park
Date: August 12, 2019 at 9:22:23 AM PDT
To: <susanrohan@gmail.com>

Susan, Please pass on the following message to the park naming Committee. Thanks

Dear Roseville Park Naming Subcommittee,

I wish to express my strong support for naming Park Site F-97 for James O. Gray. Jim's accomplishments and years of contribution to Roseville and Placer County are many and enduring. Having worked directly with Jim as a Mayor, Councilmember, RCDC Board and SPCA Board it is hard to think of an individual who has provided a greater contribution to the community. Naming a park for Jim would be an outstanding way to acknowledge his amazing years of volunteer work and his dedicated public service to his community.

Best regards,

Chris Robles
Chris Robles Consulting LLC
(916) 759-5940

From: Dennis Petrotta <dpetrotta@comcast.net>
Subject: Jim Gray
Date: August 1, 2019 at 10:54:20 AM PDT
To: susanrohan@gmail.com

Dear Roseville Park Naming Subcommittee,

I briefly met Jim Gray and his wife near the end of his term as Mayor. He impressed me as a citizen much more interested in serving Roseville than his own interests. And I note his current interest as a citizen in the ongoing proceedings of the Charter Review Commission. I wish to express my strong support for naming Park Site F-97 for James O. Gray. That would be an outstanding way to acknowledge his amazing years of volunteer work and his dedicated public service to his community.

Dennis Petrotta

224 Horizon Gold Ct

Roseville, CA 95747

dpetrotta@comcast.net

From: "Festersen, Marilyn" <marilyn.festersen@norcal.aaa.com>
Date: August 9, 2019 at 7:16:06 AM PDT
To: ginagarbo@mac.com
Subject: Jim Gray Park

Good Morning,

Please add my name to the list of supporters of the Jim Gray Park.

Thank you for reaching out to me so I could add my support of this worthy cause. Jim has done countless causes to make our community better!

Best Regards,

Marilyn Festersen | Insurance Agent
AAA Insurance Roseville South
1850 Douglas Blvd., Suite 406, Roseville, CA 95661
direct: 916-724-0329 fax: 916-724-6383
email: marilyn.festersen@norcal.aaa.com



PHILLIPS LAND LAW, INC.

5301 Montserrat Lane
Loomis, California 95650
Telephone (916) 979-4800

August 14, 2019

Park Naming Subcommittee
City of Roseville
311 Vernon Street
Roseville, CA 95678

Re: Naming of City Park for Jim Gray

Dear Subcommittee Members:

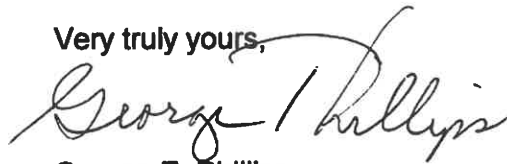
I am writing to you to express my support for the naming of a City Park for former City Council member Jim Gray.

I have known Jim for more than 25 years. Over those years, I have known few that equal Jim's commitment in providing his personal time and energy to serving the City of Roseville and its residents. Whether through his work on the City's Parks Commission, Planning Commission, City Council, or his volunteerism on behalf of the Roseville Rotary, Tommy Apostolos Fund, Roseville Firefighters Charity, or Sierra College Athletics, Jim has tirelessly sought ways to help those in need. I am grateful for the opportunity to have worked with someone of his integrity and selfless dedication. I am proud to call Jim my friend.

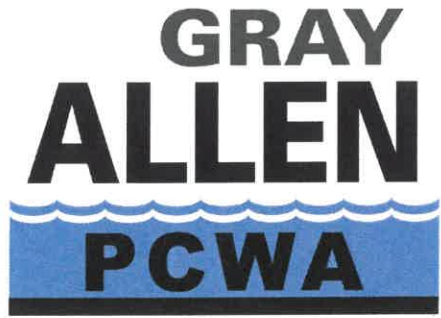
In recognition of these qualities, I urge the City's Park Naming Subcommittee to name a new City park in honor of Jim Gray.

Thank you for your thoughtful consideration.

Very truly yours,

A handwritten signature in cursive script, reading "George E. Phillips". The signature is written in dark ink and is positioned above the printed name.

George E. Phillips



August 2, 2019

Committee to Name Parks
City of Roseville
311 Vernon Street
Roseville, CA 95678

Dear Committee:

Please consider naming a city park in honor of a long-time resident and public servant who has served as mayor and on numerous city and county committees, commissions, and as an active member of local civic organizations, including Roseville Rotary. I am referring to Jim Gray, who was widely known as Mr. Volunteer when he ran for City Council and won.

Jim is in poor health as I write this. While we wish him a speedy recovery, we should keep him in mind as we consider names for future parks and the opportunity to honor him while he can still appreciate the recognition of his service.

Thank you for considering my request.

Gray Allen
306 Diamond Oaks Road
Roseville, CA 95678
916-765-3234

From: Carnegie Museum <carnegie@surewest.net>
Date: Saturday, Aug 10, 2019, 1:07 PM
To: Carol Garcia <cgarcia@thatsmybank.com>
Subject: Jim Gray

Dear Park Naming Subcommittee,

We wish to express our strong support for naming Park Site F-97 for James O. Gray. It would be an honorable way to acknowledge

His many years of volunteer work and public service to make Roseville a wonderful place to live.

Thank you

Denise Fiddymment

President Roseville Historical Society

Directors

Jeanne Lindberg

Eric Fiddymment

Dolly Fiddymment

Kathleen Crane

Pam Compton

Richard Roccucci

--

Roseville Historical Society
(916) 773-3003

Carnegie Museum
557 Lincoln
Roseville, CA 95678

Brookfield Sacramento Land Holdings LLC

August 6, 2019

Re: Jim Gray Park Dedication Request

Dear City of Roseville Parks Commission & City Council:

My name is John Norman, I am VP for Brookfield Residential, Sacramento Region. Our offices are located in Roseville, and we have been active in the City for over fifteen years. I am writing this letter in support of having a park named in Jim Gray's honor.

I have had the opportunity to know & work with Jim Gray in his roles as a Roseville City Council member, Mayor, and a Roseville Community Development Corporation board member. This is in addition to the many other boards, and charities I know he's been involved with over the years.

Jim has always had the best interests of Roseville & its citizens at the forefront of every decision he's made. Not only that, he has such a pleasant demeanor that you can remain friends and colleagues with him even if you disagree on various issues.

Jim's efforts have definitely had an impact on making Roseville a leading city in our region, and it would be great to see Jim's name on part of the community he helped create.

In summary, please consider naming Park F-97 in honor of James O. Gray. Thank you for your attention on this matter, and feel free to call me if you have any questions.

Respectfully,

A handwritten signature in blue ink, appearing to read "John W. Norman", with a long horizontal flourish extending to the right.

John W. Norman, VP

2271 Lava Ridge Court, Suite 220, Roseville, CA 95661
916-783-1177 Fax: 916-783-1161

August 5, 2019

Dear Roseville Park Naming Subcommittee:

I wish to express my strong support for naming Park Site F-97 after James O. Gray. This acknowledgement would be an outstanding way to recognize Jim's amazing years of volunteer work and dedication to Roseville public service.

Thank you for your consideration.

Sincerely,



Justin Caporusso

Chair

Roseville Planning Commission

209 Pinecrest Court

Roseville, CA 95678

JustinCap79@gmail.com / (916) 412-0571

From: Karen's ckmemo <Karen@ckmemo.com>
Subject: Park named for Jim Gray
Date: August 1, 2019 at 9:55:34 AM PDT
To: susanrohan@gmail.com

Dear Roseville Park Naming Committee,

I am using this letter to show my strong support for naming Park Site f-97 for James O. Gray. This would be an excellent way to acknowledge his many years of outstanding volunteer work and to honor his dedicated public service to our community.

Thank you.

Karen Hauber
5550 Lions Cross Circle
Granite Bay, CA. 95746
Karen@ckmemo.com

Sent from my ipad
Karen@ckmemo.com

Kristin Taggart
4374 Cowell Blvd.
Davis, CA 95618
(530) 756-1742 (home)
(916) 956-3693 (cell)

To the selection committee:

When I was in high school, I asked my dad why he did all the things that he did.

It seems like a simple question, but it encompasses so much.

Some of my earliest memories are of Dad taking time to read to me from *The Hobbit* (and doing the voices) before going out to teach his weekly management class at Sierra College, or to a meeting of the Parks and Recreation Commission. A few times a week, manila envelopes stuffed with papers would magically appear on our front porch, and he would look through them after dinner. Often, he had to do so while I lay with my head in his lap, reading.

Later, he moved on to the Planning Commission. More manila envelopes appeared. Dad took me with him on weekends when he drove around town to various sites. If I had a nickel for every vacant lot I walked with him, I could have funded my college education. Even so, he always made time for us to go to the park or to a movie.

More time passed, and he joined the City Council. I got to watch Dad on the local government access cable station, and then later inform him that Robert's Rules of Order did not suggest ending a meeting with the phrase "We gone."

Eventually, he became the mayor. By this point, I had long moved away to start my own life in Davis, but he still talked to me about all the things that he was doing: working on revitalizing Vernon Street; participating in the Tommy Apostolos events, helping children pick out badly-needed clothes; and going with my mom to do reading programs with schoolkids. Although he did finally retire from his regular job, he never really stopped, and these days, he gives his time to the Roseville Rotary Club.

That is a lot of service to sum up in the answer to a simple question posed by a teenager. But his answer has always stuck with me.

He told me that, when he was about my age, he decided that if he ever started a family and settled in a community, he would give back to that community and make it better.

Simple, but encompassing so much.

Dad never once expressed any desire to get anything back for all that he did. However, I think it would be wonderful if the City of Roseville gave him something by naming a park for him.

I can't think of a better way to honor a busy dad who always made time to take his daughter to the park.

August 5, 2019

Dear Roseville Park Naming Subcommittee,

I wish to express my strong support for naming Park Site F-97 for James O. Gray. That would be an outstanding way to acknowledge his amazing years of volunteer work and his dedicated public service to his community.

Thank you,

A handwritten signature in blue ink that reads "Leilani Fratis". The signature is written in a cursive, flowing style.

Leilani Fratis
425 Rockcliff Court
Roseville, CA 95747
916-616-7387

From: Debbie Lewis <debbiel@placerspca.org>
Subject: Jim Gray - park naming email
Date: August 14, 2019 at 10:49:19 AM PDT
To: "susanrohan@gmail.com" <susanrohan@gmail.com>

Susan,

I have known Jim for a number of years thru his being a board member here at Placer SPCA. He was a great addition to our board – always supportive of our events, had great ideas, helped us thru our capital campaign to build our new center. He was always busy volunteering with one organization or another yet always made time for us when we needed him.

On a personal level Jim is just a great guy – always cheerful, knowledgeable about Roseville and Roseville politics and willing to help out where needed at the drop of a hat.

I wish to express my strong support for naming Park Site F-97 for James O. Gray. That would be an outstanding way to acknowledge his amazing years of volunteer work and his dedicated public service to his community.

Debbie Lewis
4157 Lakeside Drive
Rocklin, CA 95678

Debbie Lewis
Executive Assistant



Society for the Prevention of Cruelty to Animals

200 Tahoe Avenue, Roseville CA 95678
1482 Grass Valley Highway, Auburn CA 95603
Ph: 916-872-6160
F: 916-782-8655
E: debbiel@placerspca.org

August 1, 2019

Dear City Park Naming Committee

Just wanted to let you know I endorse naming a park after Jim Gray. I feel like he has contributed a great deal to our community and is well deserving of the honor.

Sincerely,

Linda Mitsch
Sun City

LAW OFFICE OF
MARCUS J. LO DUCA
A Professional Corporation

MARCUS J. LO DUCA

August 2, 2019

Roseville Park Naming Subcommittee
c/o Office of the Roseville City Clerk
311 Vernon Street
Roseville, CA 95678

Re: Letter of Support for Naming Park Site F-97 in Honor of Jim O. Gray

Dear Subcommittee Members:

It is with great pleasure that I submit this letter in support of naming Park Site F-97 in honor of former Mayor and Councilman Jim Gray. Having worked in Roseville for 30 years, I have had the pleasure of working with Jim in a variety of his many roles serving this community, including serving with Jim on the steering committee for the Roseville Firefighters Charity Golf Tournament, and on the Placer SPCA Board. Jim's great love for Roseville has always come through in his many activities serving the community, from his service on the Grants Advisory Commission, Parks & Recreation Commission, Planning Commission, City Council, and many charities and community organizations, including Roseville Rotary, the Tommy Apostolos Fund, and the Sierra College Wolverine Athletic Program, plus the two listed above, to name just a few. All of us who live and work in Roseville have benefitted greatly from Jim's passion and work and dedicated effort on behalf of Roseville's residents over many years. I hope that you will choose to honor Jim and his tremendous contributions to Roseville over several decades by naming Park Site F-97 after him.

Very truly yours,

LAW OFFICE OF MARCUS J. LO DUCA
A Professional Corporation



Marcus J. Lo Duca

From: LORI BENITEZ <loribenitez@comcast.net>
Subject: letter of support for Jim
Date: August 2, 2019 at 12:59:56 PM PDT
To: Susan Rohan <susanrohan@gmail.com>
Reply-To: LORI BENITEZ <loribenitez@comcast.net>

Dear Roseville Park Naming Subcommittee,

I wish to express my strong support for naming Park Site F-97 for Jim Gray. That would be an outstanding way to acknowledge his amazing years of volunteer work and his public service to his community. I have worked with Jim while he was on city council and his tenure as mayor. He has always been professional, kind and always has the City of Roseville's best interest at heart.

Thank you,

Lori Benitez

701 Darling Way

Roseville, CA 95678

8/14/19

Dear Park Naming Sub Committee,

This is in regards to the process being undertaken by the City of Roseville to select an appropriate name for a new park being planned in west Roseville. The city has in the past recognized the contributions of certain individuals to the betterment of the community by naming facilities after those persons. Now once again the city will have the opportunity to acknowledge someone worthy of such an honor. And I cannot think of anyone in the community more deserving than Jim Gray. I have known Jim in excess of forty years and it seems that during that entire time, he has been devoting a significant piece of his life and of his energy to help make Roseville the wonderful place that it is today. From his work with local service clubs, community non-profits, various city and county committees and commissions, and ultimately serving on the City Council, Jim has demonstrated what true civic leadership looks like. I would urge those entrusted with this name selection to use this occasion to permanently memorialize Jim Gray's commitment to the residents of Roseville by placing his name on this future park.

Sincerely,

Don Lunsford
Former Placer County CEO
Placer County Resident

Einar Maisch
208 Royal Oak Ct.
Roseville, CA 95661

August 11, 2019

Roseville Park Naming Subcommittee

Re: James O. Gray Park

Gentlemen and Ladies,

I would like you to consider naming a Roseville park after my good friend, Jim Gray. I have known and respected, teased and laughed with, worked beside and played golf with Jim for more than 20 years. He is as good a soul, and as honorable a man, as you will find anywhere. But more than that, he has put his enormous talents to work on behalf of the citizens of Placer County and the City of Roseville for most of his adult life.

His working career was with Placer County, where as a department head he served the broad public interest. But his real passion was his volunteer efforts on behalf of the citizens of Roseville. He was on several Commissions, including the heavy-lifting Planning Commission, and the City Council, also serving as Mayor. Through his work on the Board of SPCA, he helped to build a new facility. Serving on the Sierra College Athletic League Board, he helps many of Roseville's bright young men and women get started their college careers. He is a stellar member of Rotary Club, which is dedicated to giving back to the community. And he is a pretty good golfer.

Jim, with his wife Judi, has been committed to this community, and shown it with his passion for helping people. I cannot think of a better human being, or anyone more modest but deserving of the timeless honor of having a Roseville park named after him.

Thank you for your consideration of Jim's application.

A handwritten signature in cursive script, appearing to read "Einar Maisch". The signature is fluid and stylized, with the first name "Einar" written in a large, looping cursive, and the last name "Maisch" written in a slightly smaller, more compact cursive.

From: Miguel Ucovich <ucovich@hotmail.com>
Subject: Park Naming
Date: August 3, 2019 at 8:04:10 PM PDT
To: "susanrohan@gmail.com" <susanrohan@gmail.com>

I strongly support naming a park after Jim Gray. He has served Roseville in many ways and this would be proper

Miguel Ucovich
Retired Recreation Superintendent

August 5, 2019

Dear Roseville Park Naming Subcommittee,

I wish to express my strong support for naming Park Site F-97 for James O. Gray. That would be an outstanding way to acknowledge his amazing years of volunteer work and his dedicated public service to his community.

Thank you,

A handwritten signature in blue ink, appearing to read "R. O'Keefe", written over a horizontal line.

Ryan O'Keefe

432 Sienna River Ct.
Roseville, CA 95747
916-990-1071

Dear Roseville Park Naming Subcommittee,

I am writing in support of naming Park Site F-97 after James O. Gray. I am an active advocate and resident of the City of Roseville and have been active for the past 20 years serving in neighborhood associations, 9 years on the Transportation Commission, two terms on the Charter Commission, and many other committees and commissions. We love Roseville. In that capacity I have had the opportunity to work with Jim Gray many times as a co-member of various committees and commissions. I have observed Jim serving this city tirelessly on many occasions, in his capacity on Council and, as a member of the Tommy Apostolos Board and Steering Committee for decades.

If I were to list all of the occasions he personally “showed up” to support parades, neighborhood associations, fund raisers, needy families, children in need, supporting fire and police, or the literally hundreds of meetings he attended to improve every aspect of this city, there would simply not be enough time to read it all.

Naming a park after Jim is just one outstanding way to acknowledge his amazing years of volunteer work and his dedication to public service and the many communities of Roseville. Please, please give this one honor to this very deserving man and his family.

Warm Regards,

Rita Brohman, PMP

Project Manager, TIM Emergency Transportation Ops Specialist

Phone: 916.847.9480

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August 1, 2019

Dear Roseville Park Naming Committee,

The purpose for this letter is to express my strong support for naming Park Site F-97 in honor of James O. Gray.

Mr. Gray has a long track record in serving our Community. In addition to his tenure on the City Council, Mr. Gray also served twelve years on the Planning Commission, six years on the Parks and Recreation Commission and three years on the Grants Advisory Commission. During his tenure on all of these Boards and Commissions, Jim put the interest of our community first.

But it is Mr. Gray's support of numerous community organizations benefitting Roseville youth that sets him apart and warrants his consideration. His commitment to our youth includes volunteering for the Roseville Police Activities League, Tommy Apostolos Fund Steering Committee, and coaching youth sports.

I can think of no better way to show our gratitude to Jim Gray and his family for the leadership he provided our community over the many years than to name Park Site F-97 in his honor. I ask that the Parks Naming Committee strongly consider honoring him this way.

Sincerely,

ROB JENSEN
1623 Jonquil Drive
Roseville CA
jensenr@surewest.net

August 1, 2019

Dear Roseville Park Naming Subcommittee,

I am writing in strong support of naming a park (preferably Park Site F-97) for James O. Gray.

I have known Jim for 25 years. I first met him when he was Placer County Personnel Director and I was a lowly entry-level technician in the Clerk-Recorder-Elections Office. In that role, he was strong, respected and every bit the leader we would want as a county department head.

As I worked up the ladder in the Placer County Elections Office and moved to the City of Roseville, I got to observe Jim when he was on the Roseville City Council. His service on the Council and as Mayor occurred at a critical juncture for the city and we were blessed to have his leadership and expertise at that time.

In addition, I was blessed to work with Jim on the Placer County Fair Association Board for many years, where he provided steady direction and countless more volunteer hours to our community.

Finally, throughout all of the years I've known him, I have always seen Jim volunteering at countless functions, from the Tommy Apostolos shopping spree to various golf tournaments to Rotary events.

Naming Park Site F-97 would be a tremendous way to honor this outstanding individual who has given so much to the city of Roseville.

Thank you,

Ryan Ronco
Placer County Clerk-Recorder-Registrar of Voters
2516 Tradewinds Drive
Roseville, CA 95747
roncoswork@sbcglobal.net



Roseville Area
CHAMBER
of COMMERCE

650 Douglas Blvd.
Roseville, CA 95678
tel 916.783.8136
fax 916.783.5261

August 6, 2019

Dear Roseville Park Naming Subcommittee:

On behalf of the Roseville Area Chamber of Commerce I am writing to express our support for name Park Site F-97 after our former Mayor, Jim Gray.

Jim served our community tirelessly for years on various Commissions, Committees and ultimately as the Mayor of Roseville. What stands out about Jim is his compassion and commitment for Roseville, the place he called home. We encourage you to recognize his contributions by naming Park Site F-97 in his honor.

Thank you in advance for your consideration.

Sincerely,

Wendy Gerig, CEO

From: Be Smart <betterfoodsrsvl@gmail.com>
Subject: Jim Gray
Date: August 10, 2019 at 11:33:44 AM PDT
To: susanrohan@gmail.com

To Whom It May Co

My name is Dee Dee Russo and am a close friend of Jim and Judy Gray. The Gray's have been members of the Roseville community for many, many years. Jim has served as the mayor of Roseville and was also on the City Council for many years as well. He is very deserving of having a public park in the city named after him. He has served us all very well.

He has also been a wonderful friend to everyone in town. Please consider him as worthy of a honor of this magnitude.

Sincerely,

Dee Dee Russo

MICHAEL SHELLITO

6655 Wells Avenue, Loomis, CA 95650

August 2, 2019

Park Naming Subcommittee
City of Roseville
311 Vernon Street
Roseville, CA. 95678

Dear Members of the Park Naming Subcommittee,

It is with pleasure that I write this letter of support to name city park site F97, or any other eligible park site in honor of Jim Gray. I have had the honor of knowing and working with Jim for 40 years during my tenure with the City of Roseville and since my retirement.

I cannot think of any other City resident who has dedicated so much time and energy in to making the City of Roseville a great community. Jim's extraordinary service to the City has spanned over 42 years. He served as a Parks and Recreation Commissioner, Planning Commissioner, Grants Advisory Commissioner, Personnel Board Member and a member of the Roseville Community Development Corporation. Most notably, Jim was responsible for the effective governance of the City as Mayor and as a City Council Member. Through these various leadership roles, Jim helped influence Roseville's remarkable growth, development and operation from a small town to a safe, livable and prosperous City that is a model in California.

Jim's 50 years of public service also includes contributions to Placer County and the State of California. His career in local government began in 1970 in Contra Costa County and concluded in Placer County in 1999, when he retired as the County's Personnel Director. Throughout his career, Jim served in leadership capacities with the League of California Cities and other statewide organizations.

Jim's lasting contribution to the quality of life also extends to the broader South Placer community. Jim helped start Roseville's Pop Warner Football Program in 1966 and Music in the Park in 1993. He has been a board member with the Tommy Apostolos Charity for over 20 years and the Sierra College Athletic Association for 10 years. Jim volunteered as a member of the Board of Directors of the Placer SPCA, where he was instrumental in planning and building the SPCA's new Adoption and Education center.

I can say without hesitation that Jim Gray's vision, values and generosity of time and energy has made the City a better organization, and Roseville an exceptional community. I can think of no other individual more deserving of having a City park named in his honor.

Sincerely,





August 14, 2019

City of Roseville
City Clerk's Department
311 Vernon Street
Roseville, CA 95678

Dear City of Roseville,

Please accept this letter of support for James O. Gray in consideration for naming of a new park in West Roseville. As Superintendent/President of Sierra College, I recognize the history and impact Jim has had on our campus, and I believe him to be more than worthy of this honor.

Jim has been a Roseville resident for over 40 years and from 1959-1961, he was a member of the Sierra College football, baseball, track & wrestling teams, winning a few championships along the way. He was selected as the first President of the Sierra College Wolverine Athletic Association (WAA) in 2003 where he continued to serve for many years, raising countless funds for our intercollegiate athletics program. In 2008, Jim was voted Sierra Alumnus of the Year and was inducted into the Sierra College WAA Hall of Fame in 2010.

In 2008, Sierra College was awarded \$470,000 in Industry Driven Regional Collaboratives (IDRC) funding by the California Community College Chancellor's Office, to develop a Photovoltaics Technician training program. As Mayor of the City of Roseville at the time, Jim was instrumental in forming a partnership with Sierra College to secure this grant. The Sierra College-City of Roseville partnership was unique in that the hands-on classroom at the City's Corporation Yard was used to train the region's building inspectors and firefighters in photovoltaic technology. This streamlined and standardized the inspection process and added to the basic skills of area firefighters in the event a residence or business with photovoltaic technology caught fire. This grant has played a key role in the beginning steps to educating the future "green collar" workforce for solar companies, contractors and local governments.

I encourage the City to approve naming the new park in West Roseville after one of its most dedicated and engaged citizens, James O. Gray. Please contact my office should you have any questions.

Sincerely,

William H. Duncan, IV
Superintendent/President

William H. Duncan, IV | Superintendent/President

(916) 660-7000 | President's Office | 5100 Sierra College Boulevard | Rocklin CA 95677

From: Steamer Pease <spease@lowerkasecommercial.com>

Subject: Naming request for Jim Grey

Date: August 7, 2019 at 12:27:40 AM PDT

To: Susan Rohan <susanrohan@gmail.com>

Hi Susan,

I'd like to request Jim Grey have a park dedicated to him in his name while still able to enjoy and appreciate the moment. To do this now is the only way! Posthumously would serve no justice for what Jim has done for this community. Jim embodies Roseville, has been an advocate for Roseville his whole adult life, and I don't know of anyone who has dedicated more time to Community and Public service for this city. Mayor, city council, DRP, Chamber, volunteering, you name it, he's done it!

Please let me know if there's anything I can do to further this cause,

Steamer Pease



Lic. 01765688

9700 Village Center Drive, Suite 50-D

Granite Bay, CA. 95746

916.677.1293

spease@Lowerkasecommercial.com



Kris Steward
1600 54th Street
Sacramento, CA 95819

August 13, 2019

Park Naming Committee
City of Roseville
316 Vernon Street
Roseville, CA 95661

Re: James Gray Park at WRSP Parcel F-97

Dear Park Naming Committee,

I am writing to request that you name Park F-97 in the West Roseville Specific Plan for James "Jim" Gray because he exemplifies the spirit of Roseville and he is deserving of the honor.

As a Sierra College Wolverine, Jim wrestled, ran track, played baseball and football and was on Sierra College's championship football teams in 1959 and 1961. Named Sierra College 2008 Alumnus of the Year and as the Wolverine Athletic Association Board President, Jim raised funds and advanced the Sierra College athletic program.

A Roseville citizen of over forty years, Jim has an impressive record contributing to Roseville. He served on the Parks and Recreation Commission (6 years), Grants Advisory Commission (3 years), Planning Commission (12 years), City Council (10 years) and as Mayor for two years. During his time on the Council and as Mayor, Roseville expanded west, revitalized its downtown, and improved quality of life for residents.

Jim has generously shared his time and talents as a member of the Roseville Rotary Club, Tommy Apostolos Fund Steering Committee, Roseville Firefighters Golf Tournament Committee and Placer SPCA Board of Directors. Jim has coached youth sports, rooted for teams in Roseville parks and spent many days on Roseville's golf courses.

Most impressive are Jim's qualities that do not appear on his lengthy resume. Jim is an exceptional citizen who puts Roseville first, with a positive and willing perspective. He is a good friend, a kind person, and a gentle man.

Naming Park F-97 for Jim is befitting because of his enduring contribution to Roseville as a Mayor and a citizen.

Sincerely,



Kris Steward

From: Judy Arntson <arntsonjc@aol.com>
Subject: James O. Gray
Date: August 12, 2019 at 9:08:21 AM PDT
To: susanrohan@gmail.com
Cc: wiklunde@scrca.org

Dear Roseville Park Naming Subcommittee,

We at Sun City Roseville wish to express our strong support for naming Park Site F-97 for James O. Gray. That would be an outstanding way to acknowledge his amazing years of volunteer work and his dedicated public service to his community.

Thank you,

Judy Arntson
President of the Board
Sun City Roseville

August 5, 2019

TO WHOM IT MAY CONCERN:

I, Susan Goto, support the nomination of naming the City of Roseville Park for Jim Gray. As I recall, Jim has given back to our community and Sierra College many times over. Where and when is the dedication?

Susan Goto

PCOE Board of Trustee

August 9, 2019

Dear Roseville Park Naming Subcommittee,

I wish to express my strong support for naming Park Site F-97 for James O. Gray. That would be an outstanding way to acknowledge his amazing years of volunteer work and his dedicated public service to his community.

Thank you,

A handwritten signature in cursive script that reads "Mary Terrell".

Mary Terrell
11173 Edward Drive
Grass Valley, CA 95949
916-207-4520

**Tommy Apostolos Fund
P.O. Box 291
Roseville, CA 95661**

August 1, 2019

Dear Roseville Park Naming Sub-Committee,

Please let this letter serve as support for naming Park Site F-97 for James O. Gray. Jim has been an integral part of helping in our mission to raise funds and provide clothing in partnership with Kohl's to the underserved children in Roseville. Jim has served on our Board of Directors for many years and helped steer our non-profit organization in a positive direction.

A park naming would be very fitting for Jim, as he has played a key role, not only with our organization, but many others that help the youth in our city. This would be a very fitting way to acknowledge his dedicated work and service to our community.

Sincerely,

A handwritten signature in blue ink, appearing to read "Aldo Pineschi Jr.", written in a cursive style.

Aldo Pineschi Jr.

From: Werner Kuehn <kuehn.w@gmail.com>
Subject: Jim Gray -Park Naming Request
Date: August 6, 2019 at 12:06:33 PM PDT
To: Susan Rohan <susanrohan@gmail.com>

Dear Roseville Park Naming Subcommittee,

When naming Park Site F-97 . please consider "Jim Gray" (James O. Gray Park) as the designated Park Name.

Jim served as the first President of the newly established Folsom Road Neighborhood Association in 1988, when I first met him. Jim is the ultimate Public Servant , faithfully volunteering his time, serving his home town in countless ways. Naming F-97 park in his honor would acknowledge his lifelong dedication to the wonderful community we call Roseville.

Thank you,

Werner Kuehn
193 Park Drive
Roseville, CA 95678
kuehn.w@gmail.com
916-367-2524



August 1, 2019

Park Naming Subcommittee
c/o City Clerk's Office
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678

Re: Park Naming Recommendation – James O. Gray Park

Dear Park Naming Subcommittee,

Westpark Communities urges the Park Naming Subcommittee to name the WRSP Parcel F-97 the James O. Gray Park, in honor of long-standing community volunteer and former Roseville Mayor Jim Gray. During our 30+ years of working in the City of Roseville we have had the opportunity to work along side Jim in his role as volunteer, activist, commissioner and council member and we cannot think of a greater way to recognize his contribution to Roseville than a place where families will gather and experience Roseville's incredible quality of life.

In Jim's more than 30 years of community service he as been involved in shaping much of the positive growth in our City and has steadfastly pushed the development community to create great spaces in neighborhoods that make Roseville such an incredible community. As a Planning Commissioner, Jim made sure that trees were preserved, that open space was set aside, and that neighborhood designs create interaction between neighbors that foster the sense of community that we all love about our community.

Jim gave countless hours of service that was often behind the scenes and without fanfare that contributed greatly to the community that is Roseville. His service on the Charter Review Committee ensured that the policies that are the foundation of the City's success were maintained and improved. His service on the Grants Commission directed funds to our local charitable organizations that have grown and contributed to the fabric of our community. He gave of his time to support the Tommy Apostoles Fund so that the less fortunate children in our community were ready for school and cold weather.

Jim has left a permanent mark on our community through his commitment to this city that he loves. Residents and businesses in Roseville will benefit for decades from the work he has done and the community that has developed as a result. Naming the F-97 Park (or the next available park) after Jim will forever be a reminder to residents of his contribution to the community and the incredible city that they enjoy.

We encourage the committee to recognize Jim's contributions to Roseville by naming F-97 the James O. Gray Park.

Sincerely,

WESTPARK COMMUNITIES



Bill Falik



John Murray



Jeff Jones



John Tallman

Board of Education

Susan Goto
Area 1

Suzanne Jones
Area 1

Robert Tomasini
Area 1

Kelli Gnile
Area 2

David Patterson, Ed.D.
Area 3

Lynn Oliver
Area 4

E. Ken Tokutomi
Area 4

August 15, 2019

To Whom It May Concern:

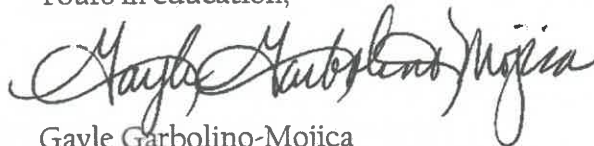
I would like to offer my support to name an upcoming park in the City of Roseville after longtime Roseville resident and advocate, former Mayor Jim Gray.

I first met Jim when he was serving on the Parks and Recreation Commission and the Roseville Planning Commission. His dedication and love for the community was evident back then and eventually propelled him to the Roseville City Council where he served for two terms. His council colleagues then asked him to serve as the Mayor of Roseville for one term during one of the largest growth periods in the City's history. His dedication to balance the economic needs of the City along with striving to provide a high quality of life for residents is enjoyed by all to this day.

As a long time Rotarian, Jim embodied the Rotary ideals of "Service before Self". His imprint on those that served with him in this humanitarian effort is embraced by all.

I cannot think of a more deserving individual to have a Roseville park named after him than former Mayor Jim Gray.

Yours in education,



Gayle Garbolino-Mojica
Placer County Superintendent of Schools

GGM/sea

Superintendent's Cabinet

Phillip J. Williams
Deputy Superintendent
Educational Services

Martin Fregoso
Associate Superintendent
Business Services

Catherine M. Goins
Assistant Superintendent
Early Education & Administration

Jennifer Hicks
Assistant Superintendent
Curriculum & Instruction

Colleen Slattery
Assistant Superintendent
Human Resources

Michelle Eklund
Chief Communications Officer
Superintendent's Office

James L. Anderberg
Chief Operations Officer
Administrative Services

Troy Tickle
Executive Director
SELPA

2019 Park Naming

Active List

Bill Durborough

Claudia Gamar

Ford M. Marshall

Frank Luna Jr

John Byouk

Lori Ferkovich

Louis Donovan

Sundial

Vern Joe Newton



COUNCIL COMMUNICATION

CC #: 0435
File #: 0203-10

Title: Library eBooks - Annual Purchase Order
Contact: Chris Rohde 916-746-1216 crohde@roseville.ca.us

Meeting Date: 11/20/2019
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Recommend Council approve a sole source purchase order in the amount of \$40,000.00 with cloudLibrary™/Bibliotheca to purchase eBooks for the Roseville Public Library's collection.

BACKGROUND

The Roseville Public Libraries have a recurring need to purchase eBooks. The eBooks are for library customers' use for information, recreation and enjoyment. cloudLibrary™/Bibliotheca is one of three vendors the library system utilizes to purchase ebooks. cloudLibrary™ /Bibliotheca is the only provider of ebooks for the cloudLibrary platform and content available on this platform cannot be transferred to other ebook vendors. This platform allows us to offer a diverse selection to help best meet resident needs. Customers discover and download eBooks through an easy to use app at our self check stations. The cloudLibrary™/Bibliotheca customer service is excellent, the selection of materials is large and ordering is convenient.

FISCAL IMPACT

The estimated annual cost for eBooks from cloudLibrary™/Bibliotheca is a not to exceed amount of \$40,000.00 and funding is included in the approved Parks, Recreation & Libraries Department budget for FY2019-20.

ENVIRONMENTAL REVIEW

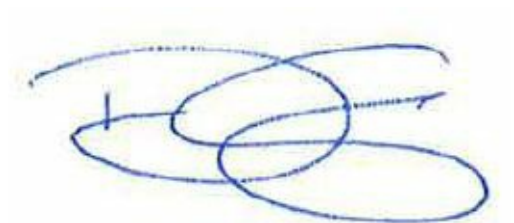
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

The annual purchase order with cloudLibrary meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Chris Rohde, Parks, Recreation & Libraries Supervisor

Jill Geller, Parks, Recreation & Libraries Director

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

Dominick Casey, City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 0455
File #: 0203-07

Title: Padmount Capacitor Banks (RFQ 10-3233) – Purchase Orders
Contact: Babette Owens 916-774-5704 bowens@roseville.ca.us

Meeting Date: 11/20/2019
Item #: 7.2.

RECOMMENDATION TO COUNCIL

Recommend Council adopt resolutions to authorize purchase orders to Scott Engineering, Inc., ABB Enterprise Software Inc., and Anixter Inc. for the purchase of 12kV, 600/1200 KVAR pole or padmount capacitor banks, 200/400 KVAR single capacitor units, and switches to be purchased on an as-needed basis.

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

BACKGROUND

Capacitors are used in the electric grid to provide voltage support and the reactive power needed by air conditioners, motors, and other machines. Capacitors are essential to the reliable operation of the electric grid, especially during the summer months as air conditioners are heavily utilized. This equipment will be used for new development and to replace end-of-life equipment throughout the Roseville Electric system.

The bid included six separate padmount capacitor categories. The capacitors and associated equipment will be purchased on an as-needed basis throughout the contract term from the vendor receiving the award for that item.

A formal bid was issued with the following vendor responses:
See the attached Bid Summary Sheet.

Anixter Inc. was the lowest bid received for Items #1, #5, and #6, however they did not meet 5-year warranty requirements, therefore, they were deemed non-responsive for those items.

Scott Engineering was the lowest bid received for Items #2 and #3, however, they made an error on the pricing sheet and retracted their offer for those items.

FISCAL IMPACT

The estimated annual cost is \$350,000.00. Funding is included in the Roseville Electric Department's FY2019-20 budget. Spending for future renewals will be contingent upon Council approval of budgets. Projected spending for the optional renewal years is as follows: FY2020-21, \$350,000.00; FY2021-22 \$350,000.00; FY2022-23 \$350,000.00; FY2023-24 \$350,000.00.

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, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

The purchase of Padmount Capacitor Banks meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Babette Owens, Buyer

Dennis Kauffman, Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Bid Summary Sheet

Resolution No. 19-502

Resolution No. 19-503

Resolution No. 19-504

10-3233
RFQ # 10-3234

DATE: October 8, 2019

TIME: 3:00 PM

BID BOND REQUIRED: NO

BID SUMMARY SHEET

BID OPENING FOR:
Padmount Capacitor Banks



Bidders Name City, State	Unit Price Item 1	Unit Price Item 2	Unit Price Item 3	Unit Price Item 4	Unit Price Item 5	Unit Price Item 6
Scott Engineering, Inc Chino, CA	\$28,305.00	\$2,030.00	\$4,788.00	\$1,141.00	\$15,380.00	\$1,539.00
ABB Pacific Utilities Concord, CA	\$45,600.00	\$2100.00	\$8100.00	\$1065.00	\$690.00	\$1050.00
Mader Supply, Inc North Highlands, CA	\$33,325.15	—	—	\$1953.75	\$1,000.45	—
Anixter Benicia, CA	\$33,000.00	\$9,747.00	\$10,483.00	\$1,275.00	\$666.00	\$916.00
Anixter Benicia, CA	\$27,788.51	\$8,068.97	\$9,768.97	\$1,174.71	\$526.44	\$727.59

Please Sign-In

Staff

Visitors (Name & Company)

Visitors (Name & Company)

MAISE LUIS ANIXTER

RESOLUTION NO. 19-502

APPROVING A PURCHASE ORDER FOR PADMOUNT CAPACITOR BANKS

WHEREAS, a purchase order for padmount capacitor banks, between the City of Roseville and Scott Engineering, Inc. has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said purchase order is hereby approved and the City Manager or his designee is additionally authorized to execute four (4) optional one (1) year renewals of the purchase order, provided that the applicable budget is approved by the City Council, 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 _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

RESOLUTION NO. 19-503

APPROVING A PURCHASE ORDER FOR PADMOUNT CAPACITOR BANKS

WHEREAS, a purchase order for padmount capacitor banks, between the City of Roseville and ABB Enterprise Software Inc. has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said purchase order is hereby approved and the City Manager or his designee is additionally authorized to execute four (4) optional one (1) year renewals of the purchase order, provided that the applicable budget is approved by the City Council, 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 _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

RESOLUTION NO. 19-504

APPROVING A PURCHASE ORDER FOR PADMOUNT CAPACITOR BANKS

WHEREAS, a purchase order for padmount capacitor banks, between the City of Roseville and Anixter Inc. has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said purchase order is hereby approved and the City Manager or his designee is additionally authorized to execute four (4) optional one (1) year renewals of the purchase order, provided that the applicable budget is approved by the City Council, 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 _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 0434
File #: 0203-04

Title: Janitorial Supplies - Purchase Order
Contact: Tiffany Valdez 916-774-5708 tvaldez@roseville.ca.us

Meeting Date: 11/20/2019
Item #: 7.3.

RECOMMENDATION TO COUNCIL

Recommend Council authorize purchase orders to Waxie Sanitary Supply for the purchase of janitorial supplies on an as-needed basis utilizing the City of Sacramento bid number EV00000059. The estimated total cost of the janitorial supplies is \$45,000.00.

BACKGROUND

Citywide departments have ongoing requirements for various janitorial supplies including, but not limited to, paper and chemical cleaning products in support of custodial services for City facilities. These products are critical for facilities maintenance as well as for the health and safety of Roseville employees and residents.

The City is piggybacking on the City of Sacramento bid number EV00000059 effective on November 6, 2019. The contract includes, but is not limited to, paper products, gloves, personal care, trash can liners, brushes, carpet care and floor cleaners, deodorizers, disinfectants and cleaners. The bid contains pricing for specific items that are a representative sampling of high use products and then a percentage discount off of list price for all other items not included on the pricing worksheet.

The City is in the process of issuing its own Request for Proposals (RFP) for janitorial supplies to establish a long-term contract. We are piggybacking on the City of Sacramento's bid in the interim and expect our RFP to be completed in early 2020. Upon award of our contract, we will discontinue use of the City of Sacramento's bid contract.

FISCAL IMPACT

The estimated total cost of janitorial supplies is approximately \$45,000.00. Funding is included in the FY2019-20 budget for all City departments. The janitorial items are initially purchased as needed using the Central Stores inventory replacement account. The janitorial items are purchased from Central Stores by end using departments for use on an as-needed basis and

charged to their respective budgets.

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, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

The purchase of janitorial supplies meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Tiffany Valdez, Buyer II

Dennis Kauffman, Chief Financial Officer

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

Dominick Casey, City Manager



COUNCIL COMMUNICATION

CC #: 0424

File #: 0203-07-02

Title: 60kV Voltage Transformer - Sole Source Purchase Order

Contact: Chris Porter 916-774-5615 cporter@roseville.ca.us

Meeting Date: 11/20/2019

Item #: 7.4.

RECOMMENDATION TO COUNCIL

Request City Council approval of a sole source purchase order with ABB Inc. dba ABB DE Inc., Inc. for nine (9) 60kV voltage transformers. The cost is \$52,279.22 and funding is included in the Electric Department FY2019-20 budget. The voltage transformers are necessary components for electric system reliability upgrade projects.

BACKGROUND

Roseville Electric is currently working on two City Council approved capital projects: Fiddymont KY4A Transformer Addition and Pleasant Grove 2 Substation Expansion. In order to complete these projects, a quantity of nine 60kV voltage transformers are needed for our protection and metering systems.

Roseville Electric has standardized on the ABB POF-350 60kV voltage transformer at all of our substations. We currently have over 250 of them in service. The ABB voltage transformer is required because all of our existing steel structures and foundations have been seismically designed for this particular device. In the event of a failure, this device must be replaced immediately, necessitating that they all be identical. Additionally, standardizing on one specific voltage transformer requires no additional training for field crews and significantly reduces the cost of maintenance and spares.

FISCAL IMPACT

The proposed sole source purchase order with ABB is for \$52,279.22. Funding is included in the Electric Department FY2019-20 budget.

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, or is otherwise not

considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The purchase of transformers meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Chris Porter, Senior Power Engineer

Michelle Bertolino, Electric Utility Director

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

ABB quote



COMMERCIAL AND TECHNICAL TENDER

Customer Roseville Electric	ABB Tender ID QT-19-01621180	Revision: 0
Project Roseville HVIT J710500TD I19-11055	Tender Offer Date 13 Sep 2019	Revision Description: New tender
Representative Patricia Usedom 1140 Willow Pass Ct 94520 Concord United States	Tender Expiration 13 Oct 2019	
Attention Patricia Usedom OPP-19-3420066	Prepared by Daniel Sanchez daniel@pacificutilities.com	

In response to your request we are pleased to offer the following:

ABB HVIT adding value with our new 66/60M warranty commitment!

Pricing

Item	Qty	Product Type	Net Price Each (USD)	Item Total (USD)
1	9	J710500TD • POF-350, Outdoor Voltage Transformer, Nominal System Voltage=60kV, BIL=350kV, Bushing Creep/Strike=72.8"/23"min., Ratio=300/500:1:1, Accuracy=0.3 0,W,X,M,Y,Z,ZZ, Thermal Rating=6000VA, Primary Voltage=34500V, Secondary Voltage=115/69V (2), Bushings=1 Porcelain Manufacturing lead time (weeks, ARO): 22 Add 1 week for delivery <u>ABB Internal Order Entry Codes</u> Product Code: [9AAF400980] - High Voltage Products Instrument Transformers and Sensors Voltage Transformers Oil-Insulated Inductive Voltage Transformers POF Source location: [9AAE322724] – Manufacturing: 2129, United States - Crystal Springs	5,391.00	48,519.00
2	1	Sales Tax • Roseville, CA: 7.75 % <u>ABB Internal Order Entry Codes</u> Product Code: - High Voltage Products Instrument Transformers and Sensors Voltage Source location: [9AAE322724] – Manufacturing: 2129, United States - Crystal Springs	3,760.22	3,760.22

Grand Total Sales Price (USD): \$52,279.22



General Terms and Conditions

Product Information

To ensure a trouble free installation, transformers offered herein must be installed with electrical clearances per the National Electric Safety Code (NESC).

Payment Terms

Due in 30 days invoice date

Freight Terms

Free Carrier

Not unloaded, to Roseville, CA

Freight allowed via enclosed truck within the contiguous United States unless otherwise specified in this tender or alternate freight options are offered.

Price and Lead Time Validity

Shown as net each and firm for the stated quantities and lead times.

Specified lead times are based on current production levels. Actual lead times are dependent on available production slots at time of order entry and/or release-to-manufacturing.

Warranty

66 months from delivery or 60 months from commissioning, whichever comes first.

ABB HVIT adding value with our new 66/60M warranty commitment!

Terms and Conditions

Other terms and conditions are per ABB General Terms and Conditions of Sale 50-490. Purchase orders will not be accepted unless they reference these Terms and Conditions, or mutually agreed Terms and Conditions between customer and ABB, as well as the quote number and date.

Quotation Drawings

All drawings provided with this tender offer are preliminary and are for quotation purposes only.

Approval Drawings

Approval drawings, if requested or required, will be supplied within 4 weeks ARO. Manufacturing lead time is based upon timely return of approval drawings from customer within two (2) weeks of receipt of drawings. On orders requiring "hold for release to manufacturing until receipt of approval drawings", the quoted lead time commences on the date ABB receives the approved drawings.

OPTION HV SERVICES AVAILABLE:

ABB has full capabilities for high-voltage service that can assist you with the installation, testing, and commissioning of your ABB HVIT equipment. Service can range from technical support for your installation crews to complete installation service packages. They can also assist you in performing service on your installed base of HV Instrument Transformers. Please contact us if you would like a custom quote for your project.

Please address all purchase orders to ABB Inc. Orders addressed otherwise cannot be accepted.



We appreciate the opportunity to quote on this business. If you have any question regarding this tender please contact your representative, as indicated at the top of this tender. Additionally, direct all orders to ABB Inc. in care of your representative.

Best regards,
Daniel Sanchez

ABB INC.
GENERAL TERMS AND CONDITIONS OF SALE

1. General. The terms and conditions contained herein, together with any additional or different terms contained in ABB's Proposal, if any, submitted to Purchaser (which Proposal shall control over any conflicting terms), constitute the entire agreement (the "Agreement") between the parties with respect to the order and supersede all prior communications and agreements regarding the order. Acceptance by ABB of the order, or Purchaser's acceptance of ABB's Proposal, is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions, payment for or acceptance of any performance by ABB being acceptance. These terms and conditions may not be changed or superseded by any different or additional terms and conditions proposed by Purchaser to which terms ABB hereby objects. Unless the context otherwise requires, the term "Equipment" as used herein means all of the equipment, parts, accessories sold, and all software and software documentation, if any, licensed to Purchaser by ABB ("Software") under the order. Unless the context otherwise requires, the term "Services" as used herein means all labor, supervisory, technical and engineering, installation, repair, consulting or other services provided by ABB under the order. As used herein, the term "Purchaser" shall include the initial end use of the Equipment and/or services; provided, however, that Paragraph 13(a) shall apply exclusively to the initial end user.

2. Prices.

- (a) Unless otherwise specified in writing, all Proposals expire thirty (30) days from the date thereof.
- (b) Unless otherwise stated herein, Services prices are based on normal business hours (8 a.m. to 5 p.m. Monday through Friday). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; and Sunday hours will be billed at two (2) times the hourly rate; holiday hours will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Rates are subject to change without notice.
- (c) The price does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. Purchaser agrees to pay or reimburse any such taxes which ABB or its suppliers are required to pay or collect. If Purchaser is exempt from the payment of any tax or holds a direct payment permit, Purchaser shall, upon order placement, provide ABB a copy, acceptable to the relevant governmental authorities of any such certificate or permit.
- (d) The price includes customs duties and other importation or exportation fees, if any, at the rates in effect on the date of ABB's Proposal. Any change after that date in such duties, fees, or rates, shall increase the price by ABB's additional cost.

3. Payment.

- (a) Unless specified to the contrary in writing by ABB, payment terms are net cash, payable without offset, in United States Dollars, 30 days from date of invoice by wire transfer to the account designated by ABB in the Proposal.
- (b) If in the judgment of ABB the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, ABB may require payment in advance, payment security satisfactory to ABB, or may terminate the order, whereupon ABB shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall be due on the date ABB is prepared to make delivery. Delays in delivery or nonconformities in any installments delivered shall not relieve Purchaser of its obligation to accept and pay for remaining installments.
- (c) Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts plus ABB's attorneys' fees and court costs incurred in connection with collection.

4. Changes.

- (a) Any changes requested by Purchaser affecting the ordered scope of work must be accepted by ABB and resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed in writing prior to implementation of the change.

(b) ABB may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the applicable specifications. If Purchaser objects to any such changes, ABB shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.

5. Delivery.

(a) All Equipment manufactured, assembled or warehoused in the continental United States is delivered F.O.B. point of shipment. Equipment shipped from outside the continental United States is delivered F.O.B. United States port of entry. Purchaser shall be responsible for any and all demurrage or detention charges.

(b) If the scheduled delivery of Equipment is delayed by Purchaser or by Force Majeure, ABB may move the Equipment to storage for the account of and at the risk of Purchaser whereupon it shall be deemed to be delivered.

(c) Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by Purchaser of any documentation required for ABB's performance hereunder.

(d) Claims for shortages or other errors in delivery must be made in writing to ABB within ten days of delivery. Equipment may not be returned except with the prior written consent of and subject to terms specified by ABB. Claims for damage after delivery shall be made directly by Purchaser with the common carrier

6. Title & Risk of Loss. Except with respect to Software (for which title shall not pass, use being licensed) title to Equipment shall remain in ABB until fully paid for. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage shall pass to Purchaser upon delivery.

7. Inspection, Testing and Acceptance.

(a) Any inspection by Purchaser of Equipment on ABB's premises shall be scheduled in advance to be performed during normal working hours.

(b) If the order provides for factory acceptance testing, ABB shall notify Purchaser when ABB will conduct such testing prior to shipment. Unless Purchaser states specific objections in writing within ten (10) days after completion of factory acceptance testing, completion of the acceptance test constitutes Purchaser's factory acceptance of the Equipment and its authorization for shipment.

(c) If the order provides for site acceptance testing, testing will be performed by ABB personnel to verify that the Equipment has arrived at site complete, without physical damage, and in good operating condition. Completion of site acceptance testing constitutes full and final acceptance of the Equipment. If, through no fault of ABB, acceptance testing is not completed within thirty (30) days after arrival of the Equipment at the site, the site acceptance test shall be deemed completed and the Equipment shall be deemed accepted.

8. Warranties and Remedies.

(a) Equipment and Services Warranty. ABB warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered free of defects in material and workmanship and that Services shall be free of defects in workmanship. The Warranty Remedy Period for Equipment (excluding Software, Spare Parts and Refurbished or Repaired Parts) shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of shipment. The Warranty Remedy Period for refurbished or repaired parts shall end ninety (90) days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services.

(b) Equipment and Services Remedy. If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to ABB promptly after such discovery and within the applicable Warranty Remedy Period, ABB shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the

portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to ABB promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or 30 days from completion of such repair, replacement or re-performance, whichever is later, ABB will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended.

(c) Exceptions. ABB shall not be responsible for providing working access to the nonconforming Equipment, including disassembly and re-assembly of non-ABB supplied equipment, or for providing transportation to or from any repair facility, all of which shall be at Purchaser's risk and expense. ABB shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence or accident; (iii) has been used in a manner contrary to ABB's instructions; (iv) is comprised of materials provided by or a design specified by Purchaser; or (v) has failed as a result of ordinary wear and tear. Equipment supplied by ABB but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.

(d) Software Warranty and Remedies. ABB warrants that, except as specified below, the Software will, when properly installed, execute in accordance with ABB's published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of shipment and written notice of such nonconformity is provided to ABB promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, ABB shall correct the nonconformity by, at its option, either (i) modifying or making available to the Purchaser instructions for modifying the Software; or (ii) making available at ABB's facility necessary corrected or replacement programs. ABB shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) Purchaser-supplied software or interfacing. ABB does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Purchaser, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs".

(e) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE PURCHASER'S EXCLUSIVE REMEDIES AND ABB'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

9. Patent Indemnity.

(a) ABB shall defend at its own expense any action brought against Purchaser alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by ABB (a "Process") directly infringes any claim of a patent of the United States of America and to pay all damages and costs finally awarded in any such action, provided that Purchaser has given ABB prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action in behalf of Purchaser.

(b) ABB shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by ABB; (ii) any Equipment or Process supplied according to a design, other than an ABB design, required by Purchaser; (iii) any products manufactured by the Equipment or Process; (iv) any patent issued after the date hereof; or (v) any action settled or otherwise terminated without the prior written consent of ABB.

(c) If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, ABB shall, at its option and its own expense, procure for Purchaser the right to continue using said Equipment; or modify or replace it with non-infringing equipment or, with Purchaser's assistance, modify the Process so that it becomes non-infringing; or remove it and refund the portion of the price allocable to the infringing Equipment. **THE FOREGOING**

PARAGRAPHS STATE THE ENTIRE LIABILITY OF ABB AND EQUIPMENT MANUFACTURER FOR ANY PATENT INFRINGEMENT.

(d) To the extent that said Equipment or any part thereof is modified by Purchaser, or combined by Purchaser with equipment or processes not furnished hereunder (except to the extent that ABB is a contributory infringer) or said Equipment or any part thereof is used by Purchaser to perform a process not furnished hereunder by ABB or to produce an article, and by reason of said modification, combination, performance or production, an action is brought against ABB, Purchaser shall defend and indemnify ABB in the same manner and to the same extent that ABB would be obligated to indemnify Purchaser under this "Patent Indemnity" provision.

10. Limitation of Liability.

(a) In no event shall ABB, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages. ABB's liability for any claim whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case (except as provided in the section entitled "Patent Indemnity") exceed one-half (1/2) of the purchase price allocable to the Equipment or part thereof or Services which gives rise to the claim.

(b) All causes of action against ABB arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one year of the time of accrual thereof.

(c) In no event, regardless of cause, shall ABB be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and/Services.

11. Laws and Regulations. ABB does not assume any responsibility for compliance with federal, state or local laws and regulations, except as expressly set forth herein, and compliance with any laws and regulations relating to the operation or use of the Equipment or Software is the sole responsibility of the Purchaser. All laws and regulations referenced herein shall be those in effect as of the Proposal date. In the event of any subsequent revisions or changes thereto, ABB assumes no responsibility for compliance therewith. If Purchaser desires a modification as a result of any such change or revision, it shall be treated as a change per Article 4. Nothing contained herein shall be construed as imposing responsibility or liability upon ABB for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment. This Agreement shall be governed by the laws of the State of New York, but excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and excluding New York law with respect to conflicts of law. Purchaser agrees that all causes of action against ABB under this Agreement shall be brought in the State Courts of the State of New York, or the U.S. District Court for the Southern District of New York. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

12. OSHA. ABB warrants that the Equipment will comply with the relevant standards of the Occupational Safety and Health Act of 1970 ("OSHA") and the regulations promulgated thereunder as of the date of the Proposal. Upon prompt written notice from the Purchaser of a breach of this warranty, ABB will replace the affected part or modify it so that it conforms to such standard or regulation. ABB's obligation shall be limited to such replacement or modification. In no event shall ABB be responsible for liability arising out of the violation of any OSHA standards relating to or caused by Purchaser's design, location, operation, or maintenance of the Equipment, its use in association with other equipment of Purchaser, or the alteration of the Equipment by any party other than ABB.

13. Software License.

(a) ABB owns all rights in or has the right to sublicense all of the Software, if any, to be delivered to Purchaser under this Agreement. As part of the sale made hereunder Purchaser hereby obtains a limited license to use the Software, subject to the following: (i) The Software may be used only in conjunction with equipment specified by ABB; (ii) The Software shall be kept strictly confidential; (iii) The Software shall not be copied, reverse engineered, or modified; (iv) The Purchaser's right to use the Software shall terminate immediately when the specified equipment is no longer used by the Purchaser or when otherwise terminated, e.g. for breach, hereunder; and (v) the rights to use the Software are non-exclusive and non-transferable, except with ABB's prior written consent.

(b) Nothing in this Agreement shall be deemed to convey to Purchaser any title to or ownership in the Software or the intellectual property contained therein in whole or in part, nor to designate the Software a "work made for hire" under the Copyright Act, nor to confer upon any person who is not a named party to this Agreement any right or remedy under or by reason of this Agreement. In the event of termination of this License, Purchaser shall immediately cease using the Software and, without retaining any copies, notes or excerpts thereof, return to ABB the Software and all copies thereof and shall remove all machine readable Software from all of Purchaser's storage media.

14. Inventions and Information. Unless otherwise agreed in writing by ABB and Purchaser, all right, title and interest in any inventions, developments, improvements or modifications of or for Equipment and Services shall remain with ABB. Any design, manufacturing drawings or other information submitted to the Purchaser remains the exclusive property of ABB. Purchaser shall not, without ABB's prior written consent, copy or disclose such information to a third party. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part.

15. Force Majeure. ABB shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate ABB for such delay.

16. Cancellation. Any order may be cancelled by Purchaser only upon prior written notice and payment of termination charges, including but not limited to, all costs identified to the order incurred prior to the effective date of notice of termination and all expenses incurred by ABB attributable to the termination, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs.

17. Termination. No termination by Purchaser for default shall be effective unless, within fifteen (15) days after receipt by ABB of Purchaser's written notice specifying such default, ABB shall have failed to initiate and pursue with due diligence correction of such specified default.

18. Export Control.

(a) Purchaser represents and warrants that the Equipment and Services provided hereunder and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. Purchaser agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by ABB or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such Regulations.

(b) If applicable, ABB shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Purchaser. Purchaser shall furnish such documentation within

a reasonable time after order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by ABB. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled by ABB without liability for damages of any kind resulting from such cancellation. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.

19. Assignment. Any assignment of this Agreement or of any rights or obligations under the Agreement without prior written consent of ABB shall be void.

20. Nuclear Insurance – Indemnity. For applications in nuclear projects, the Purchaser and/or its end user customer shall have complete insurance protection against liability and property damage resulting from a nuclear incident to and shall indemnify ABB, its subcontractors, suppliers and vendors against all claims resulting from a nuclear incident.

21. Resale. If Purchaser resells any of the Equipment, the sale terms shall limit ABB's liability to the buyer to the same extent that ABB's liability to Purchaser is limited hereunder.

22. Entire Agreement. This Agreement constitutes the entire agreement between ABB and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between ABB and Purchaser other than those set forth herein or herein provided.

Actual order drawing may vary.





COUNCIL COMMUNICATION

CC #: 0461
File #: 0203-07

Title: 60kV Overhead Aluminum Conductor Steel Supported Conductor (RFQ 10-3236) – Purchase Orders
Contact: Babette Owens 916-774-5704 bowens@roseville.ca.us

Meeting Date: 11/20/2019
Item #: 7.5.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution to authorize purchase orders to Southwire Electric, LLC for the purchase of 60kV Overhead Aluminum Conductor Steel Supported (ACSS) Conductors on an as-needed basis.

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

BACKGROUND

The Electric Department has a recurring requirement for 60kV Overhead ACSS Conductor. The conductor will be used to upgrade several lines of Roseville Electric's sub-transmission system to increase capacity and for maintenance purposes.

A formal bid was issued with the following vendor responses:

<u>Bidder</u>	<u>Unit Price</u>
American Wire Group Los Angeles, CA	\$145.00 ft.
General Pacific, Inc Fairview, OR	\$1.6987 ft.
Southwire Electric, LLC Oakland, CA (Meter Foot = 1,000 feet; \$1,554/1000 = \$1.554 ft)	\$1,554.00 Mft.
Mader Supply LLC	\$1.831 per ft.

North Highlands, CA

Anixter
Benicia, CA

\$1.34 ft.

Anixter Inc. was the lowest bid received. However, they did not include the reel dimension per the specifications and they included exceptions that violate the terms in the bid; therefore, they were deemed non responsive.

FISCAL IMPACT

The estimated annual cost for FY2019-20 is \$200,000.00 and is included in the Electric Department's approved budget. Spending for future renewals will be contingent upon Council approval of budgets. Projected spending for the optional renewal years is as follows: FY2020-21, \$150,000.00; FY2021-22, \$150,000.00; FY2022-23, \$150,000.00; FY2023-24, \$150,000.00.

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, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

The purchase of overhead conductors meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Babette Owens, Buyer

Dennis Kauffman, Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-507

RESOLUTION NO. 19-507

APPROVING A PURCHASE ORDER FOR 60 KV OVERHEAD ALUMINUM CONDUCTOR
STEEL SUPPORTED (ACSS) CONDUCTORS

WHEREAS, a purchase order for 60 kV Overhead Aluminum Conductor Steel Supported (ACSS) Conductors, between the City of Roseville and Southwire Electric, LLC has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said purchase order is hereby approved and the City Manager or his designee is additionally authorized to execute four (4) optional one (1) year renewals of the purchase order, provided that the applicable budget is approved by the City Council, 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 _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 0447
File #: 0203-04

Title: Emergency Restoration Services (RFP 01-027)
Contact: Tisha Chinn 916-774-5702 tchinn@roseville.ca.us

Meeting Date: 11/20/2019
Item #: 7.6.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt two resolutions authorizing the City Manager to sign a contract purchase agreement with American Technologies Inc. and service agreement with Jon K. Takata Corporation dba Restoration Management Company to provide emergency restoration services.

The Request for Proposals (RFP) allows for four optional renewal years at one-year intervals. Staff requests authorization to utilize the optional renewal years of the agreement without further Council approvals until the agreements expire or until City staff determines that continuing with the same vendors is not in the City's best interest.

BACKGROUND

The Public Works Department released RFP 01-027 Emergency Restoration Services in July of 2019 to solicit proposals to provide as-needed emergency remediation, restoration and reconstruction services in response to emergency situations such as, but not limited to:

- Water extraction, mitigation, and restoration
- Fire, smoke, and water damage mitigation and restoration
- Vandalism cleanup
- Biohazard cleanup
- Sewage decontamination
- Deodorization
- Mold remediation
- Debris removal
- Emergency construction for damage mitigation (limited to the repair of pre-existing facilities, no new construction)
- Abatement of Asbestos Contained Materials

Three companies submitted proposals. The proposals were evaluated on overall proposal, cost, qualifications, and experience. American Technologies Inc. and Jon K. Takata Corporation dba Restoration Management Company were rated the highest, and staff is recommending each be awarded a contract.

FISCAL IMPACT

The value of each of the agreements is \$75,000.00 for FY2019-20, not to exceed annual budgeted amounts. Funding for this year is included in the Building Maintenance and Facility Rehabilitation Division FY2019-20 budgets. The funds will be encumbered one year at a time pending Council approval of the budget for each year. Projected spending for the optional renewal years is as follows: FY2020-21, \$80,000.00, FY2021-22, \$85,000.00, FY2022-23, \$90,000.00 and FY2023-24, \$95,000.00.

ENVIRONMENTAL REVIEW

The proposed project involves maintenance, repair or minor tenant improvements to existing City facilities. These activities are categorically exempt from the California Environmental Quality Act (CEQA) as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared, is on file with the City Clerk's Office, and no further CEQA action is required.

Respectfully Submitted,

Tisha Chinn, Office Assistant

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-492

CPA 3000084 American Technologies

Resolution No. 19-493

SA S2003110 Jon K Takata dba Restoration Mgmt Comp

RESOLUTION NO. 19-492

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

WHEREAS, a contract purchase agreement (3000084) for emergency restoration services, between the City of Roseville and American Technologies Inc., has been reviewed by the Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3000084

Supplier Details:

Company American Technologies Inc
Contact
Address 2965 Ramco St

West Sacramento, CA 95691

Submit your response to:

Company City of Roseville
Contact Babette Owens
Address Purchasing Division
2075 Hilltop Circle
Roseville, CA 95747
Phone (916) 774-5704
Fax (916) 774-5736
E-mail BOWens@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed 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 agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the 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, or any Treasurer or Assistant Treasurer of the corporation

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

Insurance requirements:

The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.



Contract Purchase Agreement 3000084

Agreement	3000084
Agreement Date	18-SEP-2019
Revision	0
Agreement Amount	75,000.00 USD

Invoice To **City of Roseville**
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier **American Technologies Inc**
2965 Ramco St

West Sacramento, CA 95691

Phone: ()
Fax: ()
Email: anthony.chapin@atirestoration.com

Description of Labor, equipment and/or materials THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-027 AND CONTRACTOR'S PROPOSAL THERETO TITLED CITY OF ROSEVILLE RFP 01-027 EMERGENCY RESTORATION SERVICES DATED 8/6/19 (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-027 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS SERVICE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

START DATE: UPON EXECUTION
END DATE: 12 MONTHS FROM EXECUTED DATE

PLEASE CONTACT BLAINE WIEGEL AT 916-746-1774 FOR QUESTIONS REGARDING THIS AGREEMENT.

The total cost of service is an approximate value only. The City cannot guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11686	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
Babette Owens Phone 1-916-774-5704					

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Contract Terms and Conditions

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 thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
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 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>.
10. Contractor agrees to the below insurance requirements:
 - a. 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.
 - b. 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.
 - c. 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 Workers' Compensation) and for ongoing and completed operations. 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.
- d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
 - e. 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.
 - f. 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.
 - g. 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.
 - h. 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.
 - i. 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 Agreement, the terms of this 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," "Consultant," and "Supplier" are used interchangeably.
18. 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.
19. 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

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. 00826130

Contractor License No. 571784

DIR Registration No. 1000003693

Check mark the applicable company type below:

☒ Corporation
☐ Limited Liability Company
☐ Partnership
☐ Sole Proprietor

Contract Purchase Agreement 3000084

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
Construction T&C
REV 5/3/18 JS

**ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT 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/Insurance Requirements if required by Agreement (and marked below):

Construction:X

General Liability:
\$2 Million/occurrence
\$4 Million aggregate

Design Professional: _____

General Liability:
\$2 Million/occurrence
\$4 Million aggregate
Professional Liability:
\$2 Million/occurrence

Professional Consultant: _____

Professional Liability:
\$1 Million/occurrence

IT Services: _____

Professional Liability:
\$1 Million/occurrence
No auto required

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

Chemical/Environmental: _____

General Liability:

\$3 Million/occurrence

\$6 Million aggregate

Pollution – \$2 Million/Occurrence

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

Asbestos-Containing Materials in City-Owned Buildings

California Health and Safety Code Section 25915 requires that all City of Roseville employees, contractors and lessees be notified annually of the presence of asbestos in City-owned buildings constructed prior to 1979. Please post this notice in an area(s) accessible to all employees, contractors and lessees. Contact Facility Maintenance & Operations at (916) 774-5740 for more information about Asbestos Containing Materials (ACMs) in specific City-owned buildings. For more information about asbestos refer to the OSHA website.

The City of Roseville is committed to maintaining a safe and healthy work environment. The City's Facility Maintenance & Operations staff conducts ongoing inspections to identify and safely manage previously installed asbestos-containing products. Renovation of City-owned buildings **MUST** be reviewed in advance by Facility Maintenance & Operations to ensure the City is in compliance with building codes, Americans with Disabilities Act and that no ACMs are disturbed without proper safeguards. Work that requires removal or repair of ACMs is restricted to trained and qualified persons only. **Facility Maintenance & Operations will need to approve the qualified contractors.**

Use the following measures to protect you and others from exposure to airborne asbestos:

- Presume all building materials contain asbestos until determined otherwise by Facility Maintenance & Operations.
- Do not install walls, closets, cabinets, ceilings.
- Do not remove, cut, drill, sand, grind or otherwise disturb any material in the buildings, including carpet and tile.
- Do not paint (this includes any walls, ceilings, floors and electrostatic painting of office furniture).
- Do not remove any items nailed or screwed to the walls (this includes pictures, cabinets, electrical, etc.).
- Do not go above ceilings, behind walls or into building spaces such as attics and crawlspaces unless these areas have been inspected and cleared by Facility Maintenance & Operations.
- Do not pull cable or wiring through above-ceiling spaces with asbestos.
- Do not install screws, pins, nails or hangers into asbestos ceiling or wall plaster.
- Be careful not to damage walls, ceilings or floors when moving furniture or equipment. It is recommended that Facility Maintenance & Operations be contacted prior to moving furniture or equipment.
- Do not brush, sweep or vacuum textured asbestos ceiling plaster or plaster debris.
- Immediately report any damage or deterioration of suspect building materials to Facility Maintenance & Operations or Risk Management.

It is important to note that the presence of asbestos does not mean you have been exposed. Exposure results when friable asbestos particles are inhaled or ingested. Asbestos becomes friable when material containing asbestos is drilled, sanded or disturbed by remodeling or demolition work or when the ACM has deteriorated. Intact, bonded, sealed or undisturbed asbestos does not pose a hazard.

Employees may review the asbestos survey reports, results of bulk sampling or air monitoring conducted in City-owned buildings. All asbestos data will be available by appointment with Facility Maintenance & Operations.

Facilities Built Pre 1979 That May Contain Asbestos	Year Built
Downtown Library - 225 Taylor Street 95678	1974
Carnegie Museum - 557 Lincoln Street 95678	1912
Tower Theatre - 415 Vernon Street 95678	1940
Fire Station #3 - 1300 Kirby Way 95661	1963
Old Corp Yard - 100 Old Corp Yard Road 95678	1940
Water Treatment Plant Operations Bldg.- 9595 Barton Road 95746	1965
Waste Water Treatment Plant Operations Bldg. - 1800 Booth Road 95747	1962
Royer Recreation Bldg. - 190 Park Drive 95678	1950
Fire Museum - 400 Lincoln Street 95678	1930
Diamond Oaks Golf - 349 Diamond Oaks Road 95678	1965
Johnson Pool, 4th & D Street	1950
330 Vernon Street	1940
107 Sutter Avenue	1962

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	
COMPANY NAME	American Technologies, Inc.
DATE	10/1/2019

Asbestos
Rev 01/16/19

Supplier	
Signature:	
Print Name:	Gary Moore
Title:	CEO

Supplier	
Signature:	
Print Name:	
Title:	

City of Roseville, A Municipal Corporation	
Signature:	
Print Name:	Dominick Casey
Title:	City Manager

RESOLUTION NO. 19-493

APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND JON K. TAKATA CORPORATION DBA RESTORATION MANAGEMENT COMPANY, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a service agreement (S2003110) for emergency restoration services, between the City of Roseville and Jon K. Takata Corporation dba Restoration Management Company, has been reviewed by the Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2019, 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: **S2003110**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: RFP #01-027 DATE: 10/25/19

SUBMIT ALL INVOICES TO:

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

Contractor No.: 11494
Telephone No.: (510) 315-5408 Fax: (510) 315-5438
Email address: dglover@rmc.com
Contractor: JON K. TAKATA CORPORATION
DBA: RESTORATION MANAGEMENT COMPANY
ATTN: DAVE GLOVER
32550 CENTRAL AVENUE
UNION CITY, CA 94587

Department: Facilities Services

Acct. Code: 4061-5301-62520

Buyer: BABETTE OWENS
Phone: (916) 774-5704

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	12 MONTHS FROM EXECUTED AGREEMENT	Approved by Risk Mgt.	DAN ALLEN

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-027 AND CONTRACTOR'S PROPOSAL THERETO TITLED CITY OF ROSEVILLE RFP 01-027 EMERGENCY RESTORATION SERVICES DATED 8/6/19 (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-027 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS SERVICE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

PLEASE CONTACT BLAINE WIEGEL AT 916-746-1774 FOR QUESTIONS REGARDING THIS AGREEMENT.

The total cost of service is an approximate value only. The City cannot guarantee whatsoever the actual value of this contract.

Total Cost of Service: \$ **75,000.00**

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.: 765595 DIR Registration No.: 1000008793

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:

Jon Takata

President

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR:

Dave Glover

Chief Financial Officer

SIGNATURE

PRINT NAME

TITLE

By: _____

Dominick Casey, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION



ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
SERVICE AGREEMENTS OVER \$22,790 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

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 thirty (30) days' written notice. City's termination shall be without further liability to City, however Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
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 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 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 Workers' Compensation) and for ongoing and completed operations. 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. 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.



COUNCIL COMMUNICATION

CC #: 0444
File #: 0203-04

Title: General Construction Services (RFP 01-030)
Contact: Tisha Chinn 916-774-5702 tchinn@roseville.ca.us

Meeting Date: 11/20/2019
Item #: 7.7.

RECOMMENDATION TO COUNCIL

Staff recommends Council to adopt four resolutions authorizing the City Manager to sign four service agreements for general construction services. First, a service agreement with Bullard Inc. to provide general construction services in accordance with RFP 01-030 in the amount of \$250,000.00. Secondly, a service agreement with Carter-Kelly Inc. to provide general construction services in accordance with RFP 01-030 in the amount of \$250,000.00. Thirdly, a service agreement with Creekside Commercial Builders Inc. to provide general construction services in accordance with RFP 01-030 in the amount of \$100,000.00. Lastly, a service agreement with Nolen Construction Company Inc. dba Nolen Contractors to provide general construction services in accordance with RFP 01-030 in the amount of \$100,000.00.

The RFP allows for four optional renewal years at one-year intervals for each contract. Staff requests authorization to utilize the optional renewal years of the agreements without further Council approvals until the agreements expire or until City staff determines that continuing with the same vendors is not in the City's best interest.

BACKGROUND

The Public Works Department released RFP 01-030 for General Construction Services in August of 2019 to solicit proposals to provide the City with general construction services on an as-needed basis at a number of locations. Eight companies submitted proposals. The proposals were evaluated on overall proposal, cost, qualifications, and experience. Bullard Inc., Carter-Kelly Inc., Creekside Commercial Builders Inc. and Nolen Construction Company Inc. dba Nolen Contractors were rated the highest, and staff is recommending each be awarded a contract purchase agreement.

FISCAL IMPACT

The combined value of these contracts is \$700,000.00 for FY2019-20, not to exceed annual budgeted amounts. Funding for this year is included in the Building Maintenance and Facility Rehabilitation Division's FY2019-20 budgets. The funds will be encumbered one year at a time

pending Council approval of the budget for each year. Combined projected spending for the optional renewal years is as follows: FY2020-21, \$750,000.00, FY2021-22, \$800,000.00, FY2022-23 \$850,000.00 and FY2023-24 \$900,000.00.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000.00 in direct government spending. These not to exceed contracts could generate up to 8 jobs combined during their first year.

ENVIRONMENTAL REVIEW

The proposed project involves maintenance, repair or minor tenant improvements to existing City facilities. These activities are categorically exempt from the California Environmental Quality Act (CEQA) as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Tisha Chinn, Office Assistant

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-484

CPA 3000076 Bullard Inc

Resolution No. 19-485

CPA 3000077 Carter-Kelly Inc

Resolution No. 19-486

CPA 3000079 Creekside Commercial Bldrs

Resolution No. 19-487

CPA 3000078 Nolen Construction Comp Inc dba Nolen Contractors

RESOLUTION NO. 19-484

APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF
ROSEVILLE AND BULLARD INC., AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3000076) for general construction services,
between the City of Roseville and Bullard Inc., has been reviewed by the Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to
execute four (4) additional one (1) year renewals without further City Council approval, provided
that the applicable budget is approved by the City Council each year, or until City staff
determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3000076

Agreement	3000076
Agreement Date	16-SEP-2019
Revision	0
Agreement Amount	250,000.00 USD

Invoice To **City of Roseville**
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678
Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier **Bullard Inc**
7447 Antelope Rd
Ste 202
Citrus Heights, CA 95621
Phone: ()
Fax: ()
Email:

Description of Labor, equipment and/or materials THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-030 AND CONTRACTOR'S PROPOSAL THERETO TITLED REQUEST FOR PROPOSALS: GENERAL CONSTRUCTION SERVICES # 01-030 DATED 9/6/19 (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-030 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS SERVICE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

PLEASE CONTACT DAN ALLEN AT 916-774-5741 OR BLAINE WIEGEL AT 916-746-1774 FOR QUESTIONS REGARDING THIS AGREEMENT.

The total cost of service is an approximate value only. The City cannot guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11166	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
07-Nov-2019	31-Dec-2020	Tiffany Valdez Phone 1-916-774-5708			

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Contract Terms and Conditions

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 thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
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 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>.
10. Contractor agrees to the below insurance requirements:
 - a. 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.
 - b. 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.
 - c. 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 Workers' Compensation) and for ongoing and completed operations. 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.
- d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
 - e. 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.
 - f. 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.
 - g. 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.
 - h. 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.
 - i. 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 Agreement, the terms of this 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," "Consultant," and "Supplier" are used interchangeably.
18. 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.
19. 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

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. 00807479

Contractor License No. 1002120

DIR Registration No. 1000024551

Check mark the applicable company type below:

☒ Corporation

☐ Limited Liability Company

☐ Partnership

☐ Sole Proprietor

Contract Purchase Agreement 3000076

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
Construction T&C
REV 5/3/18 JS

**ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT 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/Insurance Requirements if required by Agreement (and marked below):

Construction:X

General Liability:
\$2 Million/occurrence
\$4 Million aggregate

Design Professional:_____

General Liability:
\$2 Million/occurrence
\$4 Million aggregate
Professional Liability:
\$2 Million/occurrence

Professional Consultant:_____

Professional Liability:
\$1 Million/occurrence

IT Services:_____

Professional Liability:
\$1 Million/occurrence
No auto required

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

Chemical/Environmental:_____

General Liability:
\$3 Million/occurrence
\$6 Million aggregate
Pollution – \$2 Million/Occurrence
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

Asbestos-Containing Materials in City-Owned Buildings

California Health and Safety Code Section 25915 requires that all City of Roseville employees, contractors and lessees be notified annually of the presence of asbestos in City-owned buildings constructed prior to 1979. Please post this notice in an area(s) accessible to all employees, contractors and lessees. Contact Facility Maintenance & Operations at (916) 774-5740 for more information about Asbestos Containing Materials (ACMs) in specific City-owned buildings. For more information about asbestos refer to the OSHA website.

The City of Roseville is committed to maintaining a safe and healthy work environment. The City's Facility Maintenance & Operations staff conducts ongoing inspections to identify and safely manage previously installed asbestos-containing products. Renovation of City-owned buildings **MUST** be reviewed in advance by Facility Maintenance & Operations to ensure the City is in compliance with building codes, Americans with Disabilities Act and that no ACMs are disturbed without proper safeguards. Work that requires removal or repair of ACMs is restricted to trained and qualified persons only. **Facility Maintenance & Operations will need to approve the qualified contractors.**

Use the following measures to protect you and others from exposure to airborne asbestos:

- Presume all building materials contain asbestos until determined otherwise by Facility Maintenance & Operations.
- Do not install walls, closets, cabinets, ceilings.
- Do not remove, cut, drill, sand, grind or otherwise disturb any material in the buildings, including carpet and tile.
- Do not paint (this includes any walls, ceilings, floors and electrostatic painting of office furniture).
- Do not remove any items nailed or screwed to the walls (this includes pictures, cabinets, electrical, etc.).
- Do not go above ceilings, behind walls or into building spaces such as attics and crawlspaces unless these areas have been inspected and cleared by Facility Maintenance & Operations.
- Do not pull cable or wiring through above-ceiling spaces with asbestos.
- Do not install screws, pins, nails or hangers into asbestos ceiling or wall plaster.
- Be careful not to damage walls, ceilings or floors when moving furniture or equipment. It is recommended that Facility Maintenance & Operations be contacted prior to moving furniture or equipment.
- Do not brush, sweep or vacuum textured asbestos ceiling plaster or plaster debris.
- Immediately report any damage or deterioration of suspect building materials to Facility Maintenance & Operations or Risk Management.

It is important to note that the presence of asbestos does not mean you have been exposed. Exposure results when friable asbestos particles are inhaled or ingested. Asbestos becomes friable when material containing asbestos is drilled, sanded or disturbed by remodeling or demolition work or when the ACM has deteriorated. Intact, bonded, sealed or undisturbed asbestos does not pose a hazard.

Employees may review the asbestos survey reports, results of bulk sampling or air monitoring conducted in City-owned buildings. All asbestos data will be available by appointment with Facility Maintenance & Operations.

Facilities Built Pre 1979 That May Contain Asbestos	Year Built
Downtown Library - 225 Taylor Street 95678	1974
Carnegie Museum - 557 Lincoln Street 95678	1912
Tower Theatre - 415 Vernon Street 95678	1940
Fire Station #3 - 1300 Cirby Way 95661	1963
Old Corp Yard - 100 Old Corp Yard Road 95678	1940
Water Treatment Plant Operations Bldg.- 9595 Barton Road 95746	1965
Waste Water Treatment Plant Operations Bldg. - 1800 Booth Road 95747	1962
Royer Recreation Bldg. - 190 Park Drive 95678	1950
Fire Museum - 400 Lincoln Street 95678	1930
Diamond Oaks Golf - 349 Diamond Oaks Road 95678	1965
Johnson Pool, 4th & D Street	1950
330 Vernon Street	1940
107 Sutter Avenue	1962

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	
COMPANY NAME	BULLARD, INC.
DATE	9/18/2019

Asbestos
Rev 01/16/19

Supplier	
Signature:	
Print Name:	MARSHALL HENDON
Title:	VP/SECRETARY

Supplier	
Signature:	
Print Name:	MATTHEW KARCHNER
Title:	VP CONSTRUCTION

City of Roseville, A Municipal Corporation	
Signature:	
Print Name:	Dominick Casey
Title:	City Manager

RESOLUTION NO. 19-485

APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF
ROSEVILLE AND CARTER-KELLY INC., AND AUTHORIZING THE CITY MANAGER
TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3000077) for general construction services,
between the City of Roseville and Carter-Kelly Inc., has been reviewed by the Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to
execute four (4) additional one (1) year renewals without further City Council approval, provided
that the applicable budget is approved by the City Council each year, or until City staff
determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3000077

Supplier Details:

Company Carter-Kelly Inc
Contact
Address Po Box 1477

Placerville, CA 95667

Submit your response to:

Company City of Roseville
Contact Tiffany Valdez
Address Purchasing Division
2075 Hilltop Circle
Roseville, CA 95747
Phone (916) 774-5708
Fax (916) 774-5736
E-mail TValdez@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed 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 agreement. Work must not begin until the contract has been fully executed.

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

Sole proprietorship - **By owner**
Partnership - **Any general partner**
Corporation - **Two options:**

- x (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, or any Treasurer or Assistant Treasurer of the corporation

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

Insurance requirements:

The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.



Contract Purchase Agreement 3000077

Agreement	3000077
Agreement Date	13-SEP-2019
Revision	0
Agreement Amount	250,000.00 USD

Invoice To **City of Roseville**
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier **Carter-Kelly Inc**
Po Box 1477

Placerville, CA 95667

Phone: ()
Fax: ()
Email: gregw@carterkelly.com

Description of Labor, equipment and/or materials THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-030 AND CONTRACTOR'S PROPOSAL THERETO TITLED CITY OF ROSEVILLE RFP 01-030 GENERAL CONSTRUCTION SERVICES DATED 9/6/19 (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-030 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS SERVICE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

PLEASE CONTACT DAN ALLEN AT 916-774-5741 OR BLAINE WIEGEL AT 916-746-1774 FOR QUESTIONS REGARDING THIS AGREEMENT.

The total cost of service is an approximate value only. The City cannot guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	10991	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
07-Nov-2019	31-Dec-2020	Tiffany Valdez Phone 1-916-774-5708			

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Contract Terms and Conditions

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 thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
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 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>.
10. Contractor agrees to the below insurance requirements:
 - a. 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.
 - b. 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.
 - c. 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 Workers' Compensation) and for ongoing and completed operations. 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.
- d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
 - e. 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.
 - f. 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.
 - g. 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.
 - h. 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.
 - i. 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 Agreement, the terms of this 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," "Consultant," and "Supplier" are used interchangeably.
18. 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.
19. 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

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. 00804446
Contractor License No. 407415
DIR Registration No. 1000002967

Check mark the applicable company type below:

☒ Corporation
☐ Limited Liability Company
☐ Partnership
☐ Sole Proprietor

Contract Purchase Agreement 3000077

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
Construction T&C
REV 5/3/18 JS

**ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT 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/Insurance Requirements if required by Agreement (and marked below):

Construction: X

General Liability:
\$2 Million/occurrence
\$4 Million aggregate

Design Professional: _____

General Liability:
\$2 Million/occurrence
\$4 Million aggregate
Professional Liability:
\$2 Million/occurrence

Professional Consultant: _____

Professional Liability:
\$1 Million/occurrence

IT Services: _____

Professional Liability:
\$1 Million/occurrence
No auto required

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

Chemical/Environmental: _____

General Liability:
\$3 Million/occurrence
\$6 Million aggregate
Pollution – \$2 Million/Occurrence
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

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California Health and Safety Code Section 25915 requires that all City of Roseville employees, contractors and lessees be notified annually of the presence of asbestos in City-owned buildings constructed prior to 1979. Please post this notice in an area(s) accessible to all employees, contractors and lessees. Contact Facility Maintenance & Operations at (916) 774-5740 for more information about Asbestos Containing Materials (ACMs) in specific City-owned buildings. For more information about asbestos refer to the OSHA website.

The City of Roseville is committed to maintaining a safe and healthy work environment. The City's Facility Maintenance & Operations staff conducts ongoing inspections to identify and safely manage previously installed asbestos-containing products. Renovation of City-owned buildings **MUST** be reviewed in advance by Facility Maintenance & Operations to ensure the City is in compliance with building codes, Americans with Disabilities Act and that no ACMs are disturbed without proper safeguards. Work that requires removal or repair of ACMs is restricted to trained and qualified persons only. **Facility Maintenance & Operations will need to approve the qualified contractors.**

Use the following measures to protect you and others from exposure to airborne asbestos:

- Presume all building materials contain asbestos until determined otherwise by Facility Maintenance & Operations.
- Do not install walls, closets, cabinets, ceilings.
- Do not remove, cut, drill, sand, grind or otherwise disturb any material in the buildings, including carpet and tile.
- Do not paint (this includes any walls, ceilings, floors and electrostatic painting of office furniture).
- Do not remove any items nailed or screwed to the walls (this includes pictures, cabinets, electrical, etc.).
- Do not go above ceilings, behind walls or into building spaces such as attics and crawlspaces unless these areas have been inspected and cleared by Facility Maintenance & Operations.
- Do not pull cable or wiring through above-ceiling spaces with asbestos.
- Do not install screws, pins, nails or hangers into asbestos ceiling or wall plaster.
- Be careful not to damage walls, ceilings or floors when moving furniture or equipment. It is recommended that Facility Maintenance & Operations be contacted prior to moving furniture or equipment.
- Do not brush, sweep or vacuum textured asbestos ceiling plaster or plaster debris.
- Immediately report any damage or deterioration of suspect building materials to Facility Maintenance & Operations or Risk Management.

It is important to note that the presence of asbestos does not mean you have been exposed. Exposure results when friable asbestos particles are inhaled or ingested. Asbestos becomes friable when material containing asbestos is drilled, sanded or disturbed by remodeling or demolition work or when the ACM has deteriorated. Intact, bonded, sealed or undisturbed asbestos does not pose a hazard.

Employees may review the asbestos survey reports, results of bulk sampling or air monitoring conducted in City-owned buildings. All asbestos data will be available by appointment with Facility Maintenance & Operations.

Facilities Built Pre 1979 That May Contain Asbestos	Year Built
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Carnegie Museum - 557 Lincoln Street 95678	1912
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Fire Station #3 - 1300 Kirby Way 95661	1963
Old Corp Yard - 100 Old Corp Yard Road 95678	1940
Water Treatment Plant Operations Bldg.- 9595 Barton Road 95746	1965
Waste Water Treatment Plant Operations Bldg. - 1800 Booth Road 95747	1962
Royer Recreation Bldg. - 190 Park Drive 95678	1950
Fire Museum - 400 Lincoln Street 95678	1930
Diamond Oaks Golf - 349 Diamond Oaks Road 95678	1965
Johnson Pool, 4th & D Street	1950
330 Vernon Street	1940
107 Sutter Avenue	1962

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	 JAMES E. CARTER / PRESIDENT
COMPANY NAME	CARTER - KELLY, INC.
DATE	9-13-19

Asbestos
Rev 01/16/19

Supplier	
Signature:	
Print Name:	JAMES E. CARTER
Title:	PRESIDENT

Supplier	
Signature:	
Print Name:	
Title:	

City of Roseville, A Municipal Corporation	
Signature:	
Print Name:	Dominick Casey
Title:	City Manager

RESOLUTION NO. 19-486

APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF
ROSEVILLE AND CREEKSIDE COMMERCIAL BUILDERS INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3000079) for general construction services, between the City of Roseville and Creekside Commercial Builders Inc., has been reviewed by the Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3000079

Supplier Details:

Company Creekside Commercial Builders Inc.
Contact David Sosner
Address 3131 Peacekeeper Way
Suite 400
McClellan, CA 95652

Submit your response to:

Company City of Roseville
Contact Tiffany Valdez
Address Purchasing Division
2075 Hilltop Circle
Roseville, CA 95747
Phone (916) 774-5708
Fax (916) 774-5736
E-mail TValdez@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed 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 agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the 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, or any Treasurer or Assistant Treasurer of the corporation

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

Insurance requirements:

The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.



Contract Purchase Agreement 3000079

Agreement	3000079
Agreement Date	17-SEP-2019
Revision	0
Agreement Amount	100,000.00 USD

Invoice To **City of Roseville**
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier **Creekside Commercial Builders Inc.**
 3131 Peacekeeper Way
 Suite 400
 McClellan, CA 95652

Phone: ()
Fax: ()
Email:

Description of Labor, equipment and/or materials THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-030 AND CONTRACTOR'S PROPOSAL THERETO TITLED RFP 01-030 GENERAL CONSTRUCTION SERVICES RESPONSE PROPOSAL DATED 9/6/19 (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-030 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS SERVICE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

PLEASE CONTACT DAN ALLEN AT 916-774-5741 OR BLAINE WIEGEL AT 916-746-1774 FOR QUESTIONS REGARDING THIS AGREEMENT.

The total cost of service is an approximate value only. The City cannot guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	14446	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
07-Nov-2019	31-Dec-2020	Tiffany Valdez Phone 1-916-774-5708			

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Contract Terms and Conditions

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 thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
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 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>.
10. Contractor agrees to the below insurance requirements:
 - a. 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.
 - b. 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.
 - c. 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 Workers' Compensation) and for ongoing and completed operations. 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.
- d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
 - e. 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.
 - f. 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.
 - g. 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.
 - h. 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.
 - i. 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 Agreement, the terms of this 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," "Consultant," and "Supplier" are used interchangeably.
18. 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.
19. 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

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. 00822628

Contractor License No. 925942

DIR Registration No. 1000007395

Check mark the applicable company type below:

☒ Corporation

☐ Limited Liability Company

☐ Partnership

☐ Sole Proprietor

Contract Purchase Agreement 3000079

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
Construction T&C
REV 5/3/18 JS

**ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT 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/Insurance Requirements if required by Agreement (and marked below):

Construction:X

General Liability:
\$2 Million/occurrence
\$4 Million aggregate

Design Professional:_____

General Liability:
\$2 Million/occurrence
\$4 Million aggregate
Professional Liability:
\$2 Million/occurrence

Professional Consultant:_____

Professional Liability:
\$1 Million/occurrence

IT Services:_____

Professional Liability:
\$1 Million/occurrence
No auto required

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
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Contract Purchase Agreement 3000079

Pyrotechnics: _____

General Liability:
\$5 Million/occurrence
\$10 Million aggregate
Auto - \$2 Million/occurrence

Chemical/Environmental: _____

General Liability:
\$3 Million/occurrence
\$6 Million aggregate
Pollution – \$2 Million/Occurrence
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

Asbestos-Containing Materials in City-Owned Buildings

California Health and Safety Code Section 25915 requires that all City of Roseville employees, contractors and lessees be notified annually of the presence of asbestos in City-owned buildings constructed prior to 1979. Please post this notice in an area(s) accessible to all employees, contractors and lessees. Contact Facility Maintenance & Operations at (916) 774-5740 for more information about Asbestos Containing Materials (ACMs) in specific City-owned buildings. For more information about asbestos refer to the OSHA website.

The City of Roseville is committed to maintaining a safe and healthy work environment. The City's Facility Maintenance & Operations staff conducts ongoing inspections to identify and safely manage previously installed asbestos-containing products. Renovation of City-owned buildings **MUST** be reviewed in advance by Facility Maintenance & Operations to ensure the City is in compliance with building codes, Americans with Disabilities Act and that no ACMs are disturbed without proper safeguards. Work that requires removal or repair of ACMs is restricted to trained and qualified persons only. **Facility Maintenance & Operations will need to approve the qualified contractors.**

Use the following measures to protect you and others from exposure to airborne asbestos:

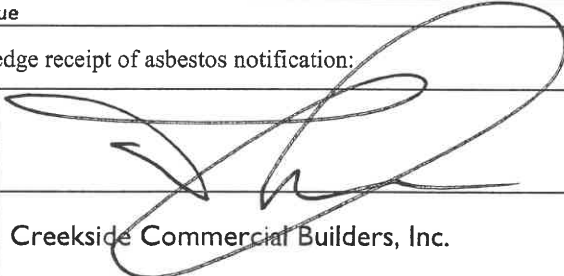
- Presume all building materials contain asbestos until determined otherwise by Facility Maintenance & Operations.
- Do not install walls, closets, cabinets, ceilings.
- Do not remove, cut, drill, sand, grind or otherwise disturb any material in the buildings, including carpet and tile.
- Do not paint (this includes any walls, ceilings, floors and electrostatic painting of office furniture).
- Do not remove any items nailed or screwed to the walls (this includes pictures, cabinets, electrical, etc.).
- Do not go above ceilings, behind walls or into building spaces such as attics and crawlspaces unless these areas have been inspected and cleared by Facility Maintenance & Operations.
- Do not pull cable or wiring through above-ceiling spaces with asbestos.
- Do not install screws, pins, nails or hangers into asbestos ceiling or wall plaster.
- Be careful not to damage walls, ceilings or floors when moving furniture or equipment. It is recommended that Facility Maintenance & Operations be contacted prior to moving furniture or equipment.
- Do not brush, sweep or vacuum textured asbestos ceiling plaster or plaster debris.
- Immediately report any damage or deterioration of suspect building materials to Facility Maintenance & Operations or Risk Management.

It is important to note that the presence of asbestos does not mean you have been exposed. Exposure results when friable asbestos particles are inhaled or ingested. Asbestos becomes friable when material containing asbestos is drilled, sanded or disturbed by remodeling or demolition work or when the ACM has deteriorated. Intact, bonded, sealed or undisturbed asbestos does not pose a hazard.

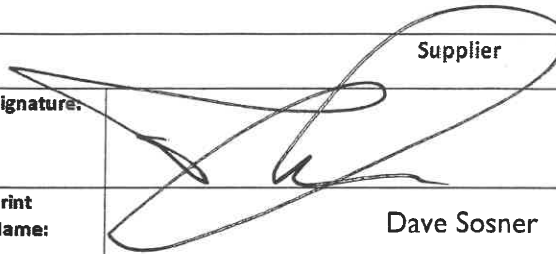
Employees may review the asbestos survey reports, results of bulk sampling or air monitoring conducted in City-owned buildings. All asbestos data will be available by appointment with Facility Maintenance & Operations.

Facilities Built Pre 1979 That May Contain Asbestos	Year Built
Downtown Library - 225 Taylor Street 95678	1974
Carnegie Museum - 557 Lincoln Street 95678	1912
Tower Theatre - 415 Vernon Street 95678	1940
Fire Station #3 - 1300 Cirby Way 95661	1963
Old Corp Yard - 100 Old Corp Yard Road 95678	1940
Water Treatment Plant Operations Bldg.-9595 Barton Road 95746	1965
Waste Water Treatment Plant Operations Bldg. - 1800 Booth Road 95747	1962
Royer Recreation Bldg. - 190 Park Drive 95678	1950
Fire Museum - 400 Lincoln Street 95678	1930
Diamond Oaks Golf - 349 Diamond Oaks Road 95678	1965
Johnson Pool, 4th & D Street	1950
330 Vernon Street	1940
107 Sutter Avenue	1962

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	
COMPANY NAME	Creekside Commercial Builders, Inc.
DATE	September 19, 2019

Asbestos
Rev 01/16/19

Supplier	
Signature:	
Print Name:	Dave Sosner
Title:	President

Supplier	
Signature:	
Print Name:	Elizabeth Sosner
Title:	Secretary

City of Roseville, A Municipal Corporation	
Signature:	
Print Name:	Dominick Casey
Title:	City Manager

APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF
ROSEVILLE AND NOLEN CONSTRUCTION COMPANY INC. DBA NOLEN
CONTRACTORS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON
BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3000078) for general construction services, between the City of Roseville and Nolen Construction Company Inc. dba Nolen Contractors, has been reviewed by the Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3000078

Supplier Details:

Company Nolen Contractors
Contact John Nolen
Address Nolen Construction Company Inc
PO BOX 609
Loomis, CA 95650

Submit your response to:

Company City of Roseville
Contact Tiffany Valdez
Address Purchasing Division
2075 Hilltop Circle
Roseville, CA 95747
Phone (916) 774-5708
Fax (916) 774-5736
E-mail TValdez@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed 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 agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the 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, or any Treasurer or Assistant Treasurer of the corporation

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

Insurance requirements:

The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.



Contract Purchase Agreement 3000078

Agreement	3000078
Agreement Date	16-SEP-2019
Revision	0
Agreement Amount	100,000.00 USD

Invoice To **City of Roseville**
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accounts payable@roseville.ca.us

Supplier **Nolen Contractors**
Nolen Construction Company Inc
PO BOX 609
Loomis, CA 95650

Phone: ()
Fax: ()
Email:

Description of Labor, equipment and/or materials THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-030 AND CONTRACTOR'S PROPOSAL THERETO TITLED RFP 01-030 GENERAL CONSTRUCTION SERVICES (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-030 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS SERVICE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

PLEASE CONTACT DAN ALLEN AT 916-774-5741 OR BLAINE WIEGEL AT 916-746-1774 FOR QUESTIONS REGARDING THIS AGREEMENT.

The total cost of service is an approximate value only. The City cannot guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	12852	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
07-Nov-2019	31-Dec-2020	Tiffany Valdez Phone 1-916-774-5708			

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Contract Terms and Conditions

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 thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
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<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
10. Contractor agrees to the below insurance requirements:
 - a. 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.
 - b. 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.
 - c. Additional Insureds. Contractor shall also provide a separate endorsement or

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Roseville Business License No. 00835431
Contractor License No. 951472
DIR Registration No. 1000020979

Check mark the applicable company type below:

☒ Corporation

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☐ Partnership

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Contract Purchase Agreement 3000078

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Construction T&C
REV 5/3/18 JS

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Professional Liability:
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No auto required

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Contract Purchase Agreement 3000078

Pyrotechnics:_____

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- 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

Asbestos-Containing Materials in City-Owned Buildings

California Health and Safety Code Section 25915 requires that all City of Roseville employees, contractors and lessees be notified annually of the presence of asbestos in City-owned buildings constructed prior to 1979. Please post this notice in an area(s) accessible to all employees, contractors and lessees. Contact Facility Maintenance & Operations at (916) 774-5740 for more information about Asbestos Containing Materials (ACMs) in specific City-owned buildings. For more information about asbestos refer to the OSHA website.

The City of Roseville is committed to maintaining a safe and healthy work environment. The City's Facility Maintenance & Operations staff conducts ongoing inspections to identify and safely manage previously installed asbestos-containing products. Renovation of City-owned buildings **MUST** be reviewed in advance by Facility Maintenance & Operations to ensure the City is in compliance with building codes, Americans with Disabilities Act and that no ACMs are disturbed without proper safeguards. Work that requires removal or repair of ACMs is restricted to trained and qualified persons only. **Facility Maintenance & Operations will need to approve the qualified contractors.**

Use the following measures to protect you and others from exposure to airborne asbestos:

- Presume all building materials contain asbestos until determined otherwise by Facility Maintenance & Operations.
- Do not install walls, closets, cabinets, ceilings.
- Do not remove, cut, drill, sand, grind or otherwise disturb any material in the buildings, including carpet and tile.
- Do not paint (this includes any walls, ceilings, floors and electrostatic painting of office furniture).
- Do not remove any items nailed or screwed to the walls (this includes pictures, cabinets, electrical, etc.).
- Do not go above ceilings, behind walls or into building spaces such as attics and crawlspaces unless these areas have been inspected and cleared by Facility Maintenance & Operations.
- Do not pull cable or wiring through above-ceiling spaces with asbestos.
- Do not install screws, pins, nails or hangers into asbestos ceiling or wall plaster.
- Be careful not to damage walls, ceilings or floors when moving furniture or equipment. It is recommended that Facility Maintenance & Operations be contacted prior to moving furniture or equipment.
- Do not brush, sweep or vacuum textured asbestos ceiling plaster or plaster debris.
- Immediately report any damage or deterioration of suspect building materials to Facility Maintenance & Operations or Risk Management.

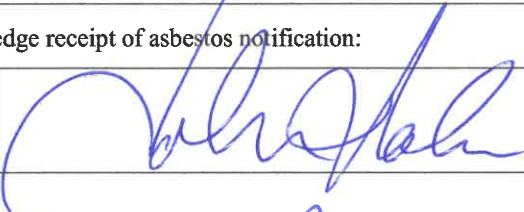
It is important to note that the presence of asbestos does not mean you have been exposed. Exposure results when friable asbestos particles are inhaled or ingested. Asbestos becomes friable when material containing asbestos is drilled, sanded or disturbed by remodeling or demolition work or when the ACM has deteriorated. Intact, bonded, sealed or undisturbed asbestos does not pose a hazard.

Employees may review the asbestos survey reports, results of bulk sampling or air monitoring conducted in City-owned buildings. All asbestos data will be available by appointment with Facility Maintenance & Operations.

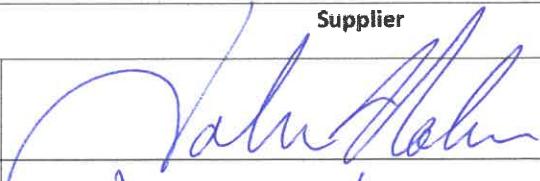
Contract Purchase Agreement 3000078

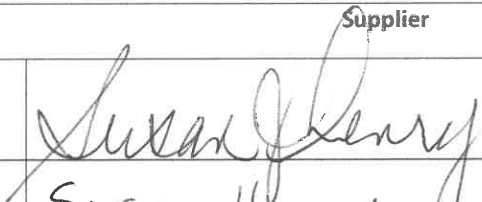
Facilities Built Pre 1979 That May Contain Asbestos	Year Built
Downtown Library - 225 Taylor Street 95678	1974
Carnegie Museum - 557 Lincoln Street 95678	1912
Tower Theatre - 415 Vernon Street 95678	1940
Fire Station #3 - 1300 Cirby Way 95661	1963
Old Corp Yard - 100 Old Corp Yard Road 95678	1940
Water Treatment Plant Operations Bldg.-9595 Barton Road 95746	1965
Waste Water Treatment Plant Operations Bldg. - 1800 Booth Road 95747	1962
Royer Recreation Bldg. - 190 Park Drive 95678	1950
Fire Museum - 400 Lincoln Street 95678	1930
Diamond Oaks Golf - 349 Diamond Oaks Road 95678	1965
Johnson Pool, 4th & D Street	1950
330 Vernon Street	1940
107 Sutter Avenue	1962

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	
COMPANY NAME	NOLEN CONTRACTORS
DATE	9-18-19

Asbestos
Rev 01/16/19

Supplier	
Signature:	
Print Name:	JOHN NOLEN
Title:	PRESIDENT

Supplier	
Signature:	
Print Name:	Susan Henry
Title:	Secretary / Treasurer

City of Roseville, A Municipal Corporation	
Signature:	
Print Name:	Dominick Casey
Title:	City Manager



COUNCIL COMMUNICATION

CC #: 0443

File #: 0214

Title: Commercial Corridor Planning - Senate Bill 2 Grant Application

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

Meeting Date: 11/20/2019

Item #: 7.8.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager or his designee to submit an SB 2 Planning Grants Program Application to the California Department of Housing and Community Development (HCD), for the purpose of securing \$310,000.00 of grant funding for corridor planning in the areas of Atlantic Street, Douglas Boulevard, Harding Boulevard, and Sunrise Avenue.

BACKGROUND

Senate Bill 2 (SB 2) Grant Funding

SB 2 established a permanent source of funding intended to increase affordable housing stock in California. The legislation directed HCD to establish a program providing financial and technical assistance to local governments for updating planning documents and land use ordinances in a way that streamlines housing approvals and accelerates housing production. This is an over-the-counter, non-competitive grant opportunity; applications which comply with the eligibility requirements will be awarded funding. The City of Roseville is eligible for a reimbursable \$310,000.00 grant. Though a project may also achieve other goals, to be eligible, the grant application must demonstrate a nexus to housing production.

Background

Over the last two decades, the City has invested significant time and resources in the downtown, historic old town, and other core areas of the City. The City prepared and adopted the Riverside Gateway Plan and Downtown Specific Plan. Consistent with these plans, the City has provided streetscape enhancement projects on Riverside Avenue, Vernon Street, and within Historic Old Town; built the Town Square; and just recently completed the Downtown Bridges project. The City has also seen multiple successful housing projects approved in these areas, including the Lohse building on Vernon Street, and the under-construction Main Street Plaza project.

Staff has identified several additional commercial corridors highly suitable for updated planning, which are connected to each other, to the City's downtown, to the Downtown and Riverside Gateway plans, and to vital transportation hubs. Though connected, each area has unique challenges and opportunities. The corridors are Atlantic Street, Douglas and Harding Boulevards,

and Douglas and Sunrise Boulevards. Using the Riverside Gateway and Downtown Specific Plans as models, staff propose to develop separate but related Specific Plans for each of the corridor areas, with the purpose of streamlining and incentivizing redevelopment.

Staff have prepared a draft project description for the corridor planning, which describes the existing conditions and constraints within each corridor, and the proposed planning activities. Activities would include preparing a Specific Plan for each corridor, which would include more flexible land use and zoning designations (such as Commercial Mixed Use), streamlined planning approval processes, and policies to reduce barriers to infill development (using policies from the Riverside Gateway and Downtown Specific Plans as examples). Staff have also proposed to prepare a single Environmental Impact Report to cover all three corridors, which will identify infrastructure constraints and provide environmental streamlining. Staff estimates up to 400 housing units can be added through this planning process.

Grant Proposal

The grant proposal attached to this Council Communication includes a draft project description, information on how the proposal is tied to the goals of the grant program, and a draft timeline and budget. The budget included in the grant proposal documents how the full grant amount can be used, but is not intended to be inflexible, and does not represent the entire likely cost of corridor planning. The grant proposal provides the conceptual framework for the project; it is not the final project description, timeline, or budget. Approval of the grant proposal allows the City to preserve access to the \$310,000 grant award, while staff continue to develop a more detailed work plan for consideration by City Council. Staff would not begin reimbursable grant activities until City Council reviews and indicates support for the detailed work plan and the concept for each corridor's Specific Plan. Staff anticipates returning to Council with a draft work plan in late winter / early spring 2020. Staff expects to start work on the specific plan project following completion of the General Plan update in July 2020.

FISCAL IMPACT

Applying for the grant preserves the ability of the City to access \$310,000.00 in reimbursable grant funding, but does not commit the City to the project or the expenditure of funds. Approval of the grant application does not negatively impact the City's General Fund. As a reimbursable grant application, the City would be required to spend its own funds upfront, which would be reimbursed with the grant funds once work was complete.

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, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

The SB 2 Grant application preserves the ability of the City to be provided with a reimbursable grant. It does not commit the City to future action or to any activity with the potential to cause direct or reasonably foreseeable indirect physical changes in the environment, and is therefore not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Lauren Hocker, Senior Planner

Mike Isom, Development Services Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely representing the name Dominick Casey.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-488

SB 2 Grant Application

RESOLUTION NO. 19-488

AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT AN SB 2 PLANNING GRANTS PROGRAM APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD), AND TO EXECUTE ALL RELATED FORMS AND AGREEMENTS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Senate Bill 2 (SB 2) established a permanent source of funding intended to increase affordable housing stock in California; and

WHEREAS, staff has identified several additional commercial corridors highly suitable for updated planning, which are connected to each other, to the City's downtown, to the Downtown and Riverside Gateway plans, and to vital transportation hubs; and

WHEREAS, a draft project description for the corridor planning, which describes the existing conditions and constraints within each corridor, and the proposed planning activities has been prepared by staff; and

WHEREAS, applying for the grant preserves the ability of the City to access \$310,000.00 in reimbursable grant funding, but does not commit the City to the project or the expenditure of funds; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the City Manager or his designee is hereby authorized to submit an SB 2 Planning Grants Program application to the California Department of Housing and Community Development (HCD), and to execute all applications, forms, certifications and agreements reasonably necessary for implementation of the grant and for use of available funds.

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

SB 2 Planning Grants Program Application



**State of California
Governor Gavin Newsom**

**Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency**

**Ben Metcalf, Director
Department of Housing and Community Development**

2020 West El Camino, Suite 500
Sacramento, CA 95833

Website: <http://www.hcd.ca.gov/grants-funding/active-funding/planning-grants.shtml>

Email: sb2planninggrant@hcd.ca.gov

March 28, 2019

Revised July 10, 2019

SB 2 Planning Grants Application

Planning Grants Program Application Packaging Instructions

The applicant is applying to the Department of Housing and Community Development (Department) for a grant authorized underneath the Planning Grants Program (PGP) provisions of SB 2 (Chapter 364, Statutes of 2017). The PGP program is intended for the preparation, adoption, and implementation of plans that streamline housing approvals and accelerate housing production. Please refer to the SB 2 Planning Grants Program Guidelines and Notice of Funding Availability (NOFA) for detailed information on eligible activities, applicants, and awards. If you have questions regarding this application or the PGP, email sb2planninggrant@hcd.ca.gov.

If approved for funding, this grant application will be a part of your Standard Agreement with the Department. In order to be considered for funding, all sections of this application, including attachments and exhibits if required, must be complete and accurate.

Pursuant to Section X of the NOFA, all applicants must submit a complete, signed, original application package and an electronic copy on CD or USB flash drive containing the following documentation, in the order listed below, to the Department by the specified due date in the Notice of Funding Availability (NOFA) in order to be considered for award:

- 1) A complete, signed, original application (the Department will only accept this **fillable pdf** as the application) with the following attachments:
 - a. **Attachment 1: State and Other Planning Priorities** (All applicants must submit this form to self-certify compliance)
 - b. **Attachment 2: Nexus to Accelerating Housing Production - NOTE:** if the applicant is proposing only Priority Policy Areas (PPA), as defined in section VIII, subsection (3) of the NOFA, do not fill out Attachment 2. However, if the applicant is proposing to fund PPAs AND other activities that are not considered PPAs, the application must demonstrate how these other activities have a nexus to accelerating housing production by filling out Attachment 2 of this application.
- 2) A fully executed resolution authorizing application for, and receipt of, PGP funds (see Attachment 3: Sample Resolution).
- 3) A fully executed Government Agency Taxpayer ID Form (available as a download from the SB 2 Planning Grants webpage at <http://www.hcd.ca.gov/grants-funding/active-funding/planning-grants.shtml>).
- 4) If the applicant is partnering with another local government or other entity pursuant to Article II, Section 200 of the SB 2 Planning Grant Program Guidelines (the "Guidelines"), include a copy of the legally binding agreement.
- 5) Other documentation (e.g., letters of support, scope of work, etc.) if needed.

NOTE: All local governments must submit a separate, signed application package, notwithstanding whether it will partner with another form of government or entity. Only one application per locality will be accepted by the Department. Joint applications are not allowed.

SB 2 Planning Grants Application

A. Applicant Information

Pursuant to Article II, Section 200 of the Guidelines, local governments may partner through legally binding agreements with other forms of governments or entities. However, all local governments must submit separate, signed application packages that identify their respective responsibilities and deliverables, even if partnering with other entities.

Is the applicant partnering with another eligible local government entity?		
☐	*Yes	*If Yes, the application package must include a fully executed copy of the legally binding agreement. Provide the partners' name(s) and type(s) below for reference only.
☒	No	

Complete the following Applicant Information			
Applicant's Name		City of Roseville	
Applicant's Agency Type		Charter City	
Applicant's Mailing Address		311 Vernon Street	
City		Roseville	
State	California	Zip Code	95678
County		Placer	
Website		www.roseville.ca.us	
Authorized Representative Name		Mike Isom	
Authorized Representative Title		Development Services Director	
Phone	916-774-5276	Fax	
Email	misom@roseville.ca.us		
Contact Person Name		Lauren Hocker	
Contact Person Title		Senior Planner	
Phone	916-774-5272	Fax	
Email	lhocker@roseville.ca.us		
Partner(s) Name (if applicable)			
Partner Agency Type			
Partner(s) Name (if applicable)			
Partner Agency Type			
Proposed Grant Amount	\$	310,000	

B. Applicant Certification

As the official designated by the governing body, I hereby certify that if approved by HCD for funding through the Planning Grants Program (PGP), the City of Roseville assumes the responsibilities specified in the 2019 Notice of Funding Availability and PGP guidelines, and certifies that the information, statements, and other contents contained in this application are true and correct.

Signature:  Name: Mike Isom

Date: 10/28/19 Title: Development Services Director

SB 2 Planning Grants Application

C. Threshold Requirements

Pursuant to Section 201(a) through (d) of the Guidelines, all applicants must meet the following threshold criteria in items 1-4 below to be eligible for an award.

1. Does the applicant have an adopted housing element found to be in substantial compliance by the Department on or before the date of the applicant's submission of their SB 2 Planning Grant application?		
☒	Yes	Date of HCD Review Letter: <u>8/22/13</u>
☐	No	
☐	The Applicant requests HCD to consider housing element compliance threshold as met due to significant progress achieved in meeting housing element requirements.	

2. Has the applicant submitted to the Department the Annual Progress Report (APR) for the current or prior year on or before the date of submission of their SB 2 Planning Grant application?			
☒	Yes	APR	Date Submitted
☒		2017 CY Report	3/7/18
☒		2018 CY Report	3/22/19
☐	No		

3. Is the applicant utilizing one of the Priority Policy Areas listed below (as defined in section VIII, subsection (3) of the NOFA)?							
☒	*Yes	*If the applicant is proposing <u>only</u> Priority Policy Areas, <u>do not fill out Attachment 2</u> . However, if the applicant is proposing to fund PPAs AND other activities that are not considered PPAs, the application must demonstrate how these other activities have a nexus to accelerating housing production by filling out Attachment 2 of this application.					
		Rezone to permit by-right	Objective design and development standards	Specific Plans or form based codes coupled with CEQA streamlining	Accessory Dwelling Units or other low-cost building strategies	Expedited processing	Housing related infrastructure financing and fee reduction strategies
		☐	☐	☒	☐	☒	☐
☐	No	If an applicant is not proposing Priority Policy Areas, the application must include an explanation and document the plans or processes' nexus and impact on accelerating housing production based on a reasonable and verifiable methodology and must submit Attachment 2 in the Application pursuant to section VIII, subsection (3) of the NOFA.					
☐	The applicant is proposing PPAs and other activities not considered PPAs and is demonstrating how these activities have a nexus to accelerating housing production by submitting Attachment 2.						

4. Does the applicant demonstrate that the locality is consistent with State Planning or Other Priorities, as certified in Attachment 1?	Yes	☒	*No	☐
*If No, consistency may be demonstrated through activities (not necessarily proposed for SB 2 funding) that were completed within the last five years, as certified in Attachment 1.				

5. Is a completed and signed resolution included with the application package? See Attachment 3, "Sample Resolution"	Yes	☒	No	☐
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SB 2 Planning Grants Application

D. Proposed Activities Checklist (Section VI, items (1) through (17) of the NOFA)

Check all activities the locality is undertaking for their PGP efforts below. Activities must match **Section E. Project Description**, and **Section F. Timeline and Budget**.

1	☐	updates to general plans, community plans, specific plans, local planning related to implementation of sustainable communities strategies, or local coastal plans
2	☐	updates to zoning ordinances
3	☒	environmental analyses that eliminate the need for project-specific review
4	☒	local process improvements that improve and expedite local planning
5	☒	a smaller geography with a significant impact on housing production including an overlay district, project level specific plan or development standards modifications proposed for significant areas of a locality, such as corridors, downtown or priority growth areas
6	☐	the creation or enhancement of a housing sustainability district pursuant to AB 73 (Chapter 371, Statutes of 2017)
7	☐	workforce housing opportunity zone pursuant to SB 540 (Chapter 369, Statutes of 2017)
8	☐	zoning for by-right supportive housing, pursuant to Government Code section 65651 (Chapter 753, Statutes of 2018)
9	☐	zoning incentives for housing for persons with special needs, including persons with developmental disabilities
10	☒	rezoning to meet requirements pursuant to Government Code Section 65583.2(c) and other rezoning efforts to facilitate supply and affordability
11	☒	rezoning for multifamily housing in high resource areas (according to Tax Credit Allocation Committee/Housing Community Development Opportunity Area Maps)
12	☐	pre-approved architectural and site plans
13	☐	regional housing trust fund plans
14	☐	funding plans for SB 2 Year 2 going forward
15	☐	infrastructure financing plans
16	☐	environmental hazard assessments; data collection on permit tracking; feasibility studies, site analysis, or other background studies that are ancillary and part of a proposed activity with a nexus to accelerating housing production
17	☐	Other activities demonstrating a nexus to accelerating housing production

SB 2 Planning Grants Application

E. Project Description

*Provide a description of the project and the scope of work to be performed below. Use Appendix A for additional information if necessary. **Note:** If partnering with another local government or entity, be sure to clarify the responsibilities and deliverables of your locality pursuant to such partnership.*

The City of Roseville has identified several aging commercial corridors which are connected to each other, to the City's downtown, to two existing adopted corridor plans (the Downtown and Riverside Gateway plans), and to vital transportation hubs. Though connected, each area has unique challenges and opportunities. The corridors are Atlantic Street, Douglas and Harding Boulevards, and Douglas and Sunrise Boulevards. The City proposes to develop and adopt separate but related Specific Plans for each of these areas, with the purpose of streamlining and incentivizing redevelopment and the addition of high density residential uses. Each proposed corridor plan is described below.

Atlantic Street: The southern end of this corridor connects to the Vernon Street area within the Downtown Specific Plan and is within a 1/2-mile walk of the Roseville Intermodal Station. While the neighboring Vernon Street includes a mix of employment, retail, and restaurant uses along a pedestrian-focused streetscape, the Atlantic Street frontage is predominantly auto-related businesses. The residential neighborhood behind these businesses was established in the early 1900s, and includes a mix of single-family homes, duplexes, and fourplexes, with some underused or vacant properties. The primary goal of this corridor plan is to establish zoning and land use designations along Atlantic Street which allow a greater mix of commercial uses, and to allow compact residential development and high density residential development.

Douglas and Harding: This corridor includes predominantly underused and aging commercial properties connected to Interstate 80 on the eastern end. The western end of this corridor connects with both the Downtown Specific Plan and the Riverside Gateway Plan. The corridor is currently served by fixed-route public transit with multiple stops in the area, as well as a park-and-ride site to support commuter bus service to downtown Sacramento. On Douglas Boulevard, many commercial businesses are located within buildings originally designed as single-family homes. These structures are ideally suited for live/work opportunities, but such uses are not currently permitted. The City has identified the corridor as a candidate for intensification of mixed-use residential/commercial and high density residential land uses, as well as the addition of live/work as an allowed use.

Douglas and Sunrise: This corridor was developed later in the City's history, and exhibits auto-centric development patterns. Commercial buildings are generally set well back from the street and include large parking fields with very little landscaping. This corridor is connected to Interstate 80, and is the main path of travel to reach the Kaiser Hospital campus and Folsom Lake State Recreation Area. The City has identified this area as a prime corridor for redevelopment. In particular, the large parking fields are prime opportunity areas. The City has identified the corridor as a candidate for mixed use residential/commercial and high density residential land uses.

The City anticipates these changes would allow the construction of approximately 400 total additional units within the corridor areas. Please refer to Appendix A, which describes the tasks and scope of work which will be common to all three corridor plans.

SB 2 Planning Grants Application

F. Project Timeline and Budget

Project Name	Atlantic, Douglas/Harding, and Douglas/Sunrise Specific Plans						
Objective	Responsible Party	Est. Cost	Begin	End	Deliverable	*PPA	Notes
Prepare Initial Project Description	Applicant	\$ 16,000	7/6/20	10/2/20	Project description for public outreach	Yes	all objectives are needed to implement the PPAs
Public Outreach	Applicant	\$ 5,000	10/5/20	10/16/20	Neighborhood meetings	Yes	same
Revise Project Description	Applicant	\$ 5,000	10/19/20	10/30/20	Project description for EIR	Yes	same
Notice of Preparation and Scoping	Applicant	\$6,000	11/2/20	12/16/20	Prepare and publish NOP and hold Scoping Meeting	Yes	same
Prepare Traffic Study	Applicant	\$ 100,000	1/4/21	5/3/21	Traffic Impact Assessment	Yes	same
Prepare GHG & AQ Study	Applicant	\$ 30,000	3/1/21	5/28/21	GHG and AQ Study	Yes	same
Prepare Utility Capacity Studies	Applicant	\$ 50,000	1/4/21	5/3/21	Utility capacity studies	Yes	same
Prepare Administrative Draft EIR	Applicant	\$ 60,000	1/4/21	8/5/19	Administrative Draft EIR plus internal review	Yes	same
Prepare Draft EIR	Applicant	\$ 10,000	8/6/19	8/27/21	Draft EIR and Appendices	Yes	same
Outreach and Planning Commission Hearing	Applicant	\$ 6,000.00	9/29/21	10/28/21	Neighborhood meetings and PC hearing on EIR	Yes	same
Final EIR	Applicant	\$ 17,000	11/1/21	2/2/22	Final EIR and related documents	Yes	same
City Council Hearings	Applicant	\$ 5,000	3/16/22	5/4/22	Certification of EIR and approval	Yes	same
	Other					N/A	
	Other					N/A	
Total Est. Cost \$		310000					

*Priority Policy Area (PPA)

SB 2 Planning Grants Application

G. Legislative Information

District	#	Legislator Name
Federal Congressional District	4	Dianne Feinstein
		Kamala Harris
State Assembly District	6	Kevin Kiley
State Senate District	4	Jim Nielsen

Applicants can find their respective State Senate representatives at <https://www.senate.ca.gov/>, and their respective State Assembly representatives at <https://www.assembly.ca.gov/>.

SB 2 Planning Grants Application

Attachment 1: State and Other Planning Priorities Certification (Page 1 of 3)

Pursuant to Section 201(d) of the Guidelines, all applicants must demonstrate that the locality is consistent with State Planning or Other Planning Priorities by certifying that at least one activity was completed in 1) State Planning Priorities (i.e., Infill and Equity, Resource Protection, Efficient Development Patterns) or 2) Other Planning Priorities (i.e., Affordability, Conservation, or Climate Change). Consistency may be demonstrated through activities (not necessarily proposed for SB 2 funding) that were completed within the last five years.

Complete the following self-certification by selecting one or more of the policy areas in the following tables by inserting the date completed for each applicable action, briefly describing the action taken, and certifying.

State Planning Priorities

Date Completed	Brief Description of the Action Taken
Promote Infill and Equity	
<i>Rehabilitating, maintaining, and improving existing infrastructure that supports infill development and appropriate reuse and redevelopment of previously developed, underutilized land that is presently served by transit, streets, water, sewer, and other essential services, particularly in underserved areas.</i>	
<i>Seek or utilize funding or support strategies to facilitate opportunities for infill development.</i>	
<i>Other (describe how this meets subarea objective)</i>	
8/5/19	The Downtown Bridges and Trail project completed, providing ped and bike access to the City's core area, where there are underutilized properties the City is promoting.
Promote Resource Protection	
<i>Protecting, preserving, and enhancing the state's most valuable natural resources, including working landscapes such as farm, range, and forest lands; natural lands such as wetlands, watersheds, wildlife habitats, and other wildlands; recreation lands such as parks, trails, greenbelts, and other open space; and landscapes with locally unique features and areas identified by the state as deserving special protection.</i>	
<i>Actively seek a variety of funding opportunities to promote resource protection in underserved communities.</i>	
<i>Other (describe how this meets subarea objective)</i>	
Encourage Efficient Development Patterns	
<i>Ensuring that any infrastructure associated with development, other than infill development, supports new development that does the following:</i>	
<i>(1) Uses land efficiently.</i>	
8/5/15	Campus Oaks Master Plan approved. Approx. 50% of the units are high density residential, and 30% are small-lot single-family.

SB 2 Planning Grants Application

Attachment 1: State and Other Planning Priorities Certification (Page 2 of 3)

<i>(2) Is built adjacent to existing developed areas to the extent consistent with environmental protection.</i>	
8/5/15	Campus Oaks Master Plan approved adjacent to existing development. The project also includes a preserve area.
<i>(3) Is located in an area appropriately planned for growth.</i>	
8/5/15	Campus Oaks Master Plan is located in an area formerly planned for industrial development, and therefore did not increase infrastructure demands.
<i>(4) Is served by adequate transportation and other essential utilities and services.</i>	
8/5/15	Campus Oaks Master Plan approved, near major roadways and Highway 65, with nearby existing service lines to tie-in.
<i>(5) Minimizes ongoing costs to taxpayers.</i>	
8/5/15	Campus Oaks Master Plan developer is required to provide adequate development impact fees and complete the Rsvl Parkway extension through the property
<i>Other (describe how this meets subarea objective)</i>	

Other Planning Priorities

Affordability and Housing Choices	
<i>Incentives and other mechanisms beyond State Density Bonus Law to encourage housing with affordability terms.</i>	
11/16/16	Provided \$5.76 million in gap funding to a 100% affordable housing project (the Lohse building, on Vernon Street).
<i>Efforts beyond state law to promote accessory dwelling units or other strategies to intensify single-family neighborhoods with more housing choices and affordability.</i>	
<i>Upzoning or other zoning modifications to promote a variety of housing choices and densities.</i>	
<i>Utilizing surplus lands to promote affordable housing choices.</i>	
2/20/19	Granted land valued at \$875,000 to the Main Street Plaza project, a 100% affordable project (plus \$2 million in gap funding).
<i>Efforts to address infrastructure deficiencies in disadvantaged communities pursuant to Government Code Section 65302.10.</i>	
<i>Other (describe how this meets subarea objective)</i>	

SB 2 Planning Grants Application

Attachment 1: State and Other Planning Priorities Certification (Page 3 of 3)

Conservation of Existing Affordable Housing Stock	
<i>Policies, programs or ordinances to conserve stock such as an at-risk preservation ordinance, mobilehome park overlay zone, condominium conversion ordinance and acquisition and rehabilitation of market rate housing programs.</i>	
<i>Policies, programs and ordinances to protect and support tenants such as rent stabilization, anti-displacement strategies, first right of refusal policies, resources to assist tenant organization and education and "just cause" eviction policies.</i>	
<i>Other (describe how this meets subarea objective)</i>	
Climate Adaptation	
<i>Building standards, zoning and site planning requirements that address flood and fire safety, climate adaptation and hazard mitigation.</i>	
<i>Long-term planning that addresses wildfire, land use for disadvantaged communities, and flood and local hazard mitigation.</i>	
<i>Community engagement that provides information and consultation through a variety of methods such as meetings, workshops, and surveys and that focuses on vulnerable populations (e.g., seniors, people with disabilities, homeless, etc.).</i>	
<i>Other (describe how this meets subarea objective)</i>	

State and Other Planning Priorities Certification

I certify under penalty of perjury that all of the information contained in this PGP State Planning and Other Planning Priorities certification form (pages 9, 10, and 11 of this application) is true and correct.

Certifying Officials Name: Mike Isom

Certifying Official's Title: Development Services Director

Certifying Official's Signature: 

Certification Date: 10/28/19

SB 2 Planning Grants Application

Attachment 2: Application Nexus to Accelerating Housing Production

Fill out Attachment 2 only if the applicant answered “No” to item 3 in Section C or is utilizing Policy Priority Areas AND other activities not designated as such. Applicants answering “Yes” to question 3 in Section C and utilizing ONLY Priority Policy Areas are automatically deemed to demonstrate a nexus to accelerating housing production, and do not need to complete this form.

Pursuant to section VIII, subsection (4) of the NOFA, applicants shall demonstrate how the application includes a nexus to accelerating housing production. Please complete the following chart by providing information about the current conditions and expected outcomes with respect to the planned activity and housing production. Please attach documentation as necessary and see the NOFA for additional details.

Quantify how the activity accelerates production below and use Appendix B to explain the activity and its nexus to accelerating housing production if necessary.

Type (Select at least one)	*Baseline	**Projected	***Difference	Notes
Timing (e.g., reduced number of processing days)				
Development cost (e.g., land, fees, financing, construction costs per unit)				
Approval certainty and reduction in discretionary review (e.g., prior versus proposed standard and level of discretion)				
Entitlement streamlining (e.g., number of approvals)				
Feasibility of development				
Infrastructure capacity (e.g., number of units)				
Impact on housing supply and affordability (e.g., number of units)				

****Baseline – Current conditions in the jurisdiction***

(e.g. 6-month development application review, or existing number of units in a planning area)

*****Projected – Expected conditions in the jurisdiction because of the planning grant actions***

(e.g. 2-month development application review)

******Difference – Potential change resulting from the planning grant actions***

(e.g., 4-month acceleration in permitting, creating a more expedient development process)

SB 2 Planning Grants Application

Attachment 3: Sample Resolution

RESOLUTION NO. 2019-XX
A RESOLUTION OF THE [CITY COUNCIL/COUNTY BOARD OF SUPERVISORS] OF
_____[CITY, COUNTY NAME]_____,
AUTHORIZING APPLICATION FOR, AND RECEIPT OF,
SB 2 PLANNING GRANTS PROGRAM FUNDS

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated March 28, 2019, for its Planning Grants Program (PGP); and

WHEREAS, the [City Council/County Board of Supervisors] of _____ (City/County) desires to submit a project application for the PGP program to accelerate the production of housing and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the Department for the PGP Program; and

WHEREAS, the Department is authorized to provide up to \$123 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 ([SB 2](#))) related to the PGP Program.

NOW, THEREFORE, THE [CITY COUNCIL/COUNTY BOARD OF SUPERVISORS] OF _____
RESOLVES AS FOLLOWS:

SECTION 1. The [City Council/County Board of Supervisors] is hereby authorized and directed to apply for and submit to the Department the 2019 Planning Grants Program application released March 28, 2019 in the amount of \$ _____.

SECTION 2. In connection with the PGP grant, if the application is approved by the Department, the [insert designee title, e.g. City Manager, Executive Office, etc] is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of \$ _____, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the [City/County's] obligations related thereto, and all amendments thereto (collectively, the "PGP Grant Documents").

SECTION 3. The [City/County] shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The [City Council/County Board of Supervisors] hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.

SECTION 4. The [insert the title of City Council/County Board of Supervisors Executive or designee] is authorized to execute the [City/County] of _____ Planning Grants Program application, the PGP Grant Documents, and any amendments thereto, on behalf of the [City/County] as required by the Department for receipt of the PGP Grant.

ADOPTED _____, 2019, by the [City/County] Board of Supervisors of the County of _____
by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

County Executive

ATTEST: APPROVED AS TO FORM:

County Clerk County Attorney

SB 2 Planning Grants Application

Appendix A

Use this area for additional information if necessary.

The City anticipates preparing a single Environmental Impact Report (EIR) covering the Specific Plans for all three corridors. The EIR will include project-level analysis and mitigation, which will help identify City projects which could add development capacity to the area and reduce costs for infill, as well as facilitate CEQA streamlining for projects consistent with the corridor plans. Streamlining would occur either via a reduced level of environmental review (e.g. Addendum) or via one of many exemption opportunities such as CEQA Guidelines Section 15182 and 15183 (projects consistent with a Specific Plan, Community Plan, or Zoning) or Section 15332 (infill projects). CEQA streamlining could reduce processing times by three to six months.

The City plans to model the new planning areas after the existing Riverside Gateway and Downtown planning areas. These existing Specific Plans include more flexible land use and zoning designations, such as Commercial Mixed Use, which allows live/work and high density residential in addition to typical commercial uses, and Residential Mixed Use, which allows personal services (e.g. hair salons) and offices in addition to residential uses. Both plans also include streamlined planning approval processes with very low application fees (less than \$300). While ordinarily a commercial or high density residential project would require a public hearing, in these areas such projects can be approved administratively or over the counter. This, combined with CEQA streamlining, could result in total processing timelines which are as short as 10 days.

These plans contain other provisions intended to reduce barriers to infill development which the City will investigate using in the proposed corridors, such as reduced parking standards, exemption from park dedication fees for new residential units, increased floor-area-ratio allowances, less restrictive building height limitations, no density caps, and relaxation of certain development standards for mixed use buildings or projects that provide public art.

SB 2 Planning Grants Application

Appendix B

Use this page to explain the nexus to accelerating housing production or for project description.



COUNCIL COMMUNICATION

CC #: 0440

File #: 1003

Title: Roseville Sanitary Landfill - Declaring as Surplus Property

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

Meeting Date: 11/20/2019

Item #: 7.9.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached Resolution declaring the Roseville Sanitary Landfill real property as excess and surplus to the needs of the City per Roseville Municipal Code § 4.12.110.

BACKGROUND

The Roseville Sanitary Landfill ("Landfill") property consists of two parcels located between Galleria Boulevard and Interstate 80, bisected by Roseville Parkway (APN# 015-011-022 & 016) (see Attachment 1). The Landfill is owned by the City of Roseville, with exception of a historic burn dump owned by PG&E near its substation on Galleria Boulevard. The Landfill is located on property with Industrial and Open Space land use designations, and General Industrial (M2), Open Space (OS), and Open Space/Floodway (OS/FW) zoning designations. Though portions of the property have OS land use and zoning, the property is not encumbered by federal preserve area designations or conservation easements. A Roseville Electric substation is located on the western extent of the property fronting Galleria Boulevard, immediately south of the PG&E substation. The Maya Bowhunters Club currently lease a portion of the property for an archery range. The Bowhunters lease expires in June 2022.

The Landfill consists of four general areas totaling approximately 21 acres of the larger 71 acre property in which solid waste was placed from the mid-1960s until 1980. These areas are identified as Landfill Areas A, B, C, and D, which is depicted on the map included as Attachment 2. A description of each area and the type of waste received is included as Attachment 3. Final closure of the Landfill occurred in 1994. The Environmental Utilities Department manages ongoing methane and ground water monitoring as required by the City's Landfill Closure Plan at a cost of approximately \$250,000 per year.

Over the past several years, staff has been approached by multiple groups interested in the potential for commercial and/or residential development of the property. Such development would require extensive environmental studies and permitting at the local, state, and federal level. However, staff has been informed that such approvals are feasible and have happened in other California communities. A most recent example occurred in 2016 with the City of Santa Clara,

where a 9.2 million square foot mixed use project consisting of office, retail and entertainment facilities, residential units, and hotel rooms was approved over the site of a former 240-acre general purpose landfill.

Given past and recent interest, staff recommends exploring disposition of this property, which if sold would eliminate a long-term liability and ongoing cost to solid waste utility ratepayers.

Non-Negotiable Terms of Sale and Key Legal Issues

The Landfill is considered a single “unit” under the landfill closure plan. As noted above, the Landfill occupies approximately 21 acres of the larger 71-acre property. Due to the complexity and risk associated with potentially being one of multiple property owners of the landfill, the City would be unwilling to sell only a portion of the property. As such, a buyer would need to acquire the entire property and associated future regulatory obligations in order for a future sale to proceed.

If after a Surplus Land Act (“Act”) notification process the City is unable to sell or lease the property to an entity identified in the Act, the City would be able to agree to sell the landfill on terms the City Council deems in the City’s best interest. The following is a preliminary list of key legal terms that would need to be addressed:

- Sale to include the entire landfill site, excluding the Roseville Electric Substation along Galleria Boulevard and any additional land Roseville Electric deems necessary for future substation expansion (expansion area to be determined prior to sale of property).
- Provisions for Buyer’s assumption of monitoring and reporting requirements imposed by the Regional Water Quality Control Board and Placer County.
- Provisions acceptable to City for permanent indemnification of City by Developer and its successors in interest to mitigate the risk of cleanup costs, damages, or other expenses resulting from discharges or other violations occurring during construction, operation and/or maintenance of the project(s).
- Provisions for a public access and use easement for the existing City-owned pedestrian and bike trail on the property and creek maintenance.
- Buyer shall take over the responsibility for the landfill closure plan and monitoring responsibilities.

Additional points may need to be addressed based on how a deal might ultimately be structured. Any future buyer would not be responsible for any activities, fines, penalties, etc. that occur prior to the transfer of the property from the City to the buyer, unless such occurs as a result of the buyer’s activities on City-owned property before escrow closes (for example, the City gives the buyer a right of entry to conduct testing or feasibility activities on site and an incident occurs).

Surplus Land Act

Staff is recommending that the Council adopt a resolution declaring the property as surplus so that staff can initiate the notification process outlined in the State Surplus Land Act. The Act establishes requirements for the disposition of surplus land owned by local agencies, including but not limited to a local agency’s responsibility to make written offers to sell or lease the property to various entities. Should none of these entities elect to proceed with a purchase or lease, the City may pursue interest from other entities.

Roseville Municipal Code § 4.12.110 specifies that real property found by the City Council to be

surplus to the needs of the city shall be sold by sealed bids. However, the same section also provides the Council with flexibility to determine an alternate method of disposal upon a finding that such alternate method is in the city's best interest. In any case, disposition of any surplus city property (and the method in which it is disposed) requires a four-fifths affirmative vote of the City Council.

Should the Council elect to declare the property as "surplus," staff would immediately proceed with the noticing required pursuant to the Surplus Land Act. Should no offers be received from the specified entities, staff would be in a position to entertain interest from private development groups. Declaring the property as surplus presents no risk to the City, as it does not commit the City to proceeding to a sale without a future four-fifths affirmative vote by the City Council. Rather, it provides a unique opportunity for staff to explore a creative solution to relieve the City of a long-term environmental liability and associated cost.

FISCAL IMPACT

The disposal of the Landfill property could result in elimination of the ongoing cost to utility ratepayers resulting from annual environmental monitoring and reporting requirements.

ECONOMIC DEVELOPMENT / JOBS CREATED

Disposition of surplus city property is not expected to result in significant economic development benefits or direct job creation; however, indirect job creation may occur related to future commercial or residential construction on the property.

ENVIRONMENTAL REVIEW

The sale of surplus government property is exempt from CEQA review pursuant to CEQA Guidelines § 15312 (surplus government property sales).

Respectfully Submitted,

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-481

Attachment 1 - Landfill Property

Attachment 2 - Roseville Sanitary Landfill Map

Attachment 3 - Landfill Background Narrative

RESOLUTION NO. 19-481

DECLARING THE ROSEVILLE SANITARY LANDFILL PROPERTY AS
SURPLUS PROPERTY

WHEREAS, the Roseville Sanitary Landfill property (aka “Landfill”) consists of two parcels located between Galleria Boulevard and Interstate 80, bisected by Roseville Parkway ;
and

WHEREAS, at this time, the City does not have a designed use nor foreseeable governmental purpose for the Landfill property, staff therefore recommends that the property be declared as excess and surplus to the needs of the City; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that it hereby declares the property as excess and surplus to the needs of the City per Municipal Code § 4.12.110 and authorizes staff to initiate disposition of the property through a sealed bid process.

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

AYES COUNCILMEMBERS:

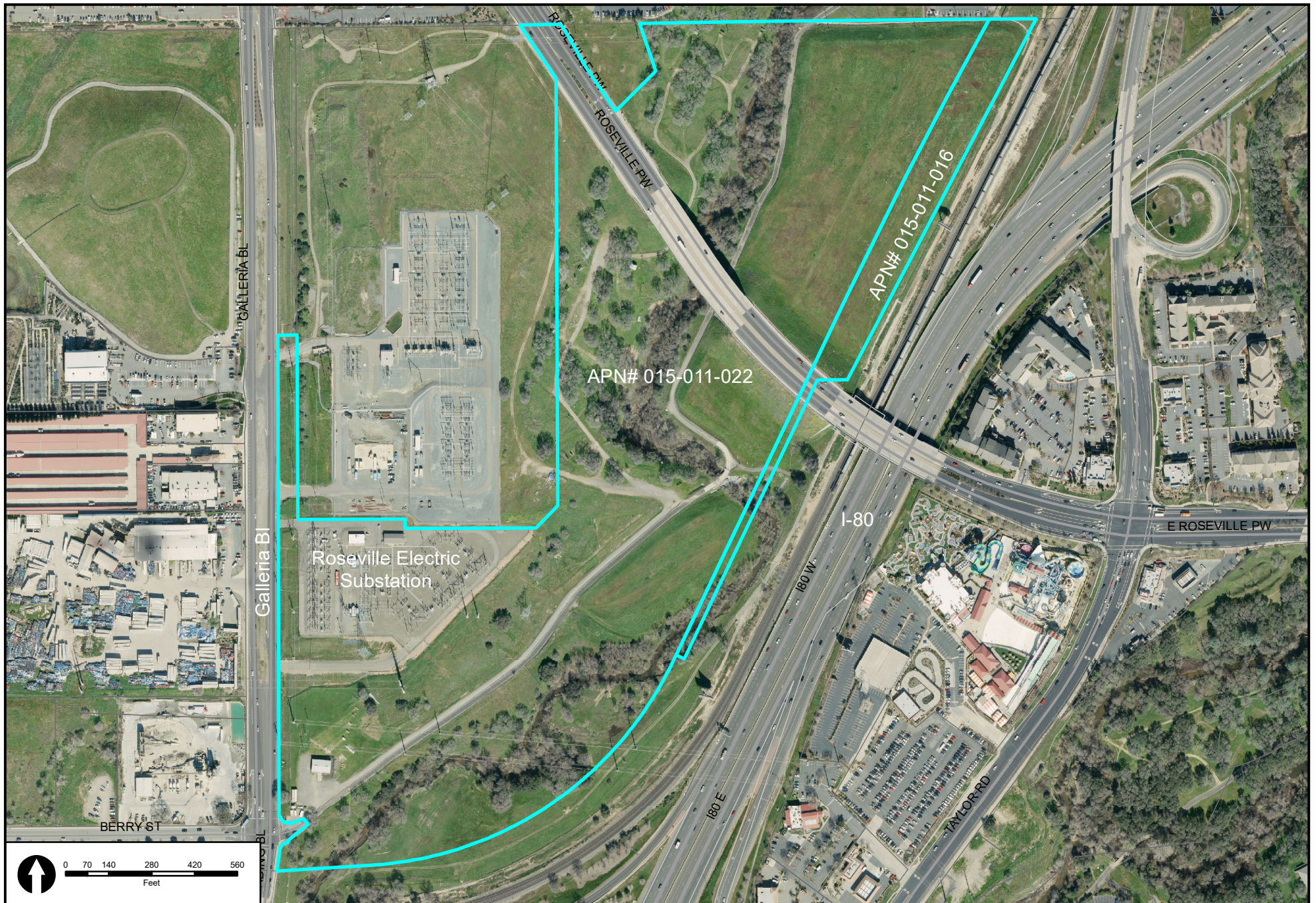
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk





Background

The Roseville Sanitary landfill is located between Galleria Boulevard and interstate 80 below Roseville Parkway. The Landfill is owned by the City of Roseville with exception to the Burn Dump which is currently owned by PG&E. The Landfill consists of five general areas in which solid waste has been placed. These areas are identified as Landfill Areas A, B, C, and D. Below is a brief description of the Areas of the Landfill and the uses up to final closure in 1994.

Area A, covering approximately 2 acres, was used for the disposal of leaves, brush, wood debris, and sandy soil from City street sweepers from the mid-1960s to 1979. In the mid-1980s, the majority (approximately 95 percent) of the material from Area A was consolidated in Area B. The remaining waste at Area A comprises approximately 800 to 1,200 cubic yards (yd³).

Area B, covering approximately 3 acres, is bordered by Antelope Creek to the north and east, by the access road to the west, and by a ridge to the south. Area B was used for the disposal of brush, leaves, wood debris, and various construction debris from the mid-1960s to 1979. The material within Area B was covered with native soils taken from just south of the area, and with gravel imported to the site. The gravel was used as a drainage base for large piles of wet leaves and as a storage area for telephone poles. The material in Area B was deposited on the natural ground surface and enclosed on the north, east, and south by an earthen berm.

Areas C and D (covering approximately 7 and 9 acres, respectively) were used for the disposal of municipal solid waste (MSW). The disposal areas were constructed by digging into the native soil and using the excavated material to construct earthen berms surrounding the excavations. The excavations and berms formed MSW disposal cells within each area. The MSW disposal cells were oriented east to west in Area D, and north to south in Area C. Excavation of Areas C and D began between 1965 and 1970. By 1978, the cells within Area D had been filled with MSW and covered with native soils. The cells within Area C continued to receive MSW until 1980.

Current Use

The Roseville Sanitary Landfill is currently zoned as open space with a portion of the site being leased to the Maya Bow Hunters to the west for archery practice and competitions. There is also a portion of the site in the flood zone with a bike path and a Placer County Flood Control Project.



COUNCIL COMMUNICATION

CC #: 0453

File #: 0400-04-09-1

Title: Westpark Phase 4 Village W-18D - Notice of Completion

Contact: Andrew Druck 916-223-7577 adruck@roseville.ca.us

Meeting Date: 11/20/2019

Item #: 7.10.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution accepting WestPark Phase 4 Village W-18D, CWJ #180178, as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

ECONOMIC DEVELOPMENT / JOBS CREATED

Accepting the projects complete will not directly create jobs but rather maintain current employee levels of the developer until such a time the project is fully built out.

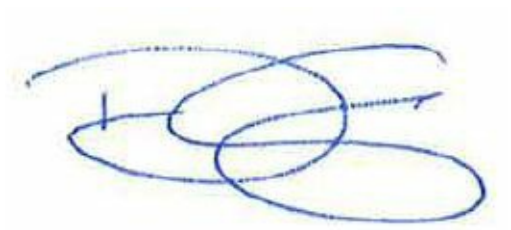
ENVIRONMENTAL REVIEW

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, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The Notice of Completion of WestPark Phase 4 Village W-18D meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Andrew Druck, Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-499

NOC

exhibit a

final map

RESOLUTION NO. 19-499

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS **WESTPARK PHASE 4 VILLAGE W-18D** PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

BE IT RESOLVED by the Council of the City of Roseville as follows:

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the AS **WESTPARK PHASE 4 VILLAGE W-18D** is hereby approved and the public work accepted.
2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book **EE** of Maps, Page **34** is hereby accepted.
3. The City Engineer is hereby authorized and directed to execute said Notice 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 rollcall:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the _____ Project was completed and accepted by the City of Roseville on _____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was _____.

The surety on said project was _____.

_____.

City of Roseville
Owner

ATTEST:

Sonia Orozco, City Clerk

State of California)
County of Placer)

I, _____, being first duly sworn, depose and say: I am the _____ of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

City of Roseville

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)

Subscribed and sworn to (or affirmed) before
me on this ____ day of _____,
20____, _____

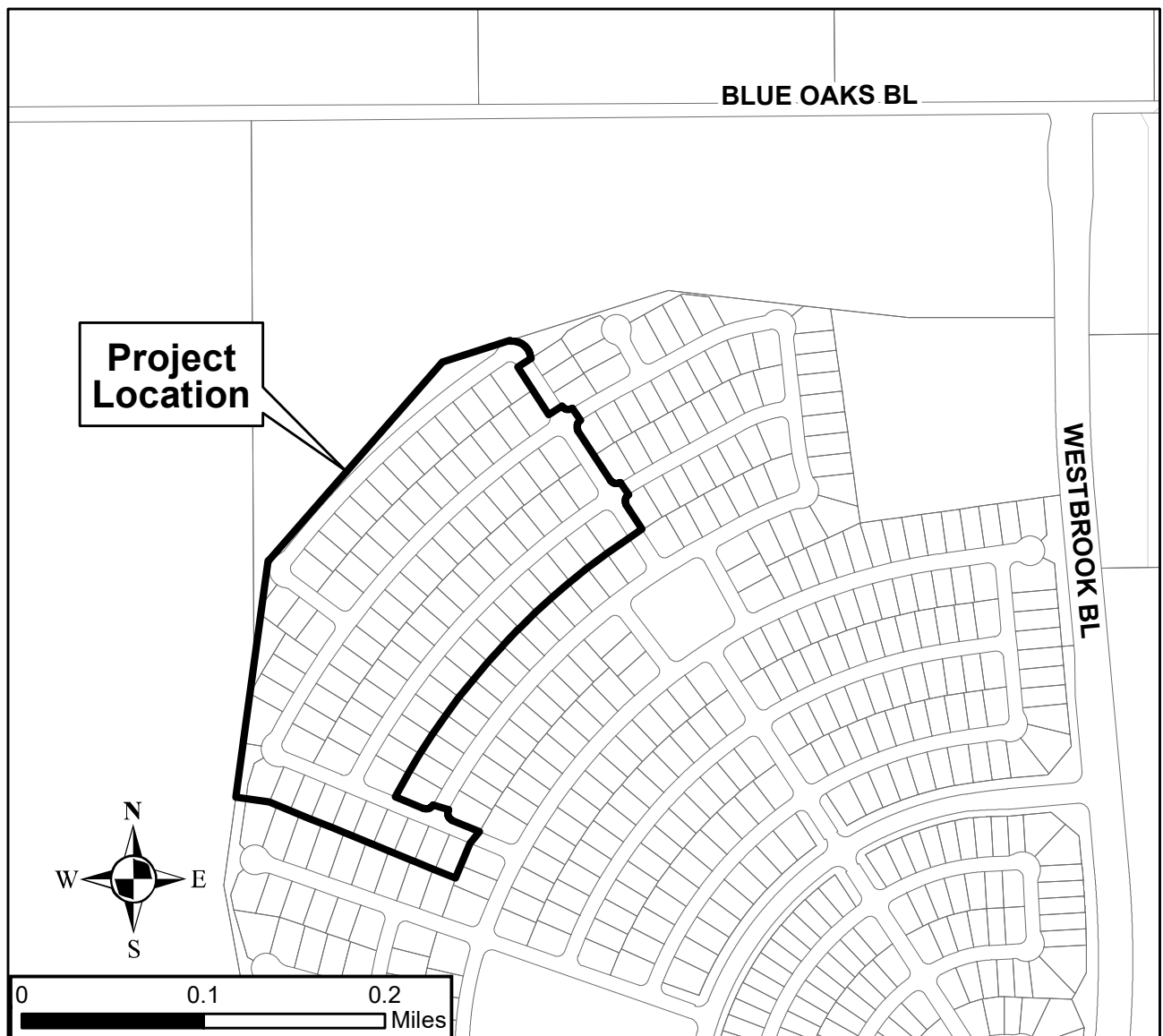
proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A

Westpark Phase 4 Village W-18D



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 WESTPARK-PHASE 4, VILLAGE W-18D" 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 WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS A AND C AND THOSE STRIPS OF LAND TWELVE AND ONE-HALF (12.5) FEET IN WIDTH AND CONTIGUOUS TO THE WAYS AND LOOP SHOWN HEREON AND DESIGNATED "12.5' PUE" (PUBLIC UTILITY EASEMENT).

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

- A. AS PUBLIC RIGHTS-OF-WAY, THE STREETS SHOWN HEREON AS ROYAL GORGE LOOP, ROYAL GORGE WAY, ROCKY MOUNTAIN WAY, AND TRINIDAD WAY

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

- A. LOTS A, B, AND C, SHOWN HEREON, TO THE CITY OF ROSEVILLE FOR OPEN SPACE PURPOSES.

MERITAGE HOMES OF CALIFORNIA, INC.
A CALIFORNIA CORPORATION

BY: [Signature]
JOHN BAYLESS
VICE PRESIDENT OF LAND DEVELOPMENT

BY: [Signature]
BARRY GRANT
DIVISION PRESIDENT

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR 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 Yolo) SS

ON 1st DAY OF August, 2018 BEFORE ME, Victoria Adams, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND

STATE, PERSONALLY APPEARED John Bayless and Barry Grant 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 IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: Victoria Adams

PRINTED NAME: Victoria Adams

MY PRINCIPLE PLACE OF BUSINESS IS IN THE COUNTY OF: Solano

MY COMMISSION EXPIRES: April 5, 2019

MY COMMISSION No.: 2105949

FINAL MAP OF
WESTPARK - PHASE 4
VILLAGE W-18D
WEST ROSEVILLE SPECIFIC PLAN PARCEL W-18D
SUBDIVISION NO. 000176

BEING A PORTION OF LOT 4 OF WESTPARK - PHASE 4 LARGE LOT
SUBDIVISION NO. 000176, BOOK CC OF MAPS, PAGE 53, O.R.P.C.
LYING WITHIN SECTIONS 22 AND 23, T. 11 N., R. 5 E.
MOUNT DIABLO MERIDIAN
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA



AUGUST 2018

Sheet 1 of 9

1828.028

TRUSTEE'S STATEMENT

FIRST AMERICAN TITLE COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE UNDER DEED OF TRUST RECORDED FEBRUARY 16, 2017, AS INSTRUMENT NO. 2017-0012894-00, OFFICIAL RECORDS OF PLACER COUNTY, AGAINST THE LAND SHOWN HERON CONSENTS TO THE MAKING AND FILING OF THIS MAP

BY: [Signature]
SYLVIA ERAZO, VP Director of Operations

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR 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 Alameda) SS

ON 18th DAY OF September 2018 BEFORE ME, Rachel Courtney, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND

STATE, PERSONALLY APPEARED Sylvia Erazo 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 IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: Rachel Courtney

PRINTED NAME: Rachel Courtney

MY PRINCIPLE PLACE OF BUSINESS IS IN THE COUNTY OF: Alameda

MY COMMISSION EXPIRES: January 10, 2019

MY COMMISSION No.: 2096452

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF WESTPARK-PHASE 4, VILLAGE W-18D 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.

[Signature] 10/4/18
DATE
MARC STOUT
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE 09/30/2018 20

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF WESTPARK-PHASE 4, VILLAGE W-18D IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

[Signature]
TIMOTHY G. BLAIR, P.L.S. 8278
EXPIRATION DATE: 12/31/2019

10/18/18
DATE



CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE HAS APPROVED THIS FINAL MAP OF WESTPARK-PHASE 4, VILLAGE W-18D AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE RIGHTS-OF-WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION, BUT HAS REJECTED AT THIS TIME ON BEHALF OF THE PUBLIC, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE LOTS A, B, AND C OFFERED HEREON, THE CITY COUNSEL HAS ALSO APPROVED THE ABANDONMENT OF THE 10D/ROW AND PUE IN NOTE 7 ON SHEET 2.

11/8/18 [Signature]
DATE CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 28th DAY OF November, 2018, AT 8:22 A.M. IN BOOK EE OF MAPS, AT PAGE 34, AT THE REQUEST OF WOOD RODGERS, INC.

FEE: \$ 107.00 DOCUMENT NO.: 2018-0085810

BY: Ryan Ronco BY: [Signature]
RYAN RONCO DEPUTY RECORDER
COUNTY RECORDER
COUNTY OF PLACER

SURVEYOR'S STATEMENT

THIS FINAL MAP OF WESTPARK-PHASE 4, VILLAGE W-18D 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 MERITAGE HOMES OF CALIFORNIA, INC, A CALIFORNIA CORPORATION IN FEBRUARY 2018. 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 AUGUST 31, 2020, AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.



[Signature]
DENNIS L. BARBER
P.L.S 8067 EXP. 12/31/2019
8/1/18
DATE

NOTES

- 1. ALL CURVES DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR.
- 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 "WESTPARK-PHASE 4 VILLAGE W-18D" SUBDIVISION IS 21.33± AC. GROSS, CONSISTING OF 92 RESIDENTIAL DEVELOPMENT LOTS, AND 3 LETTERED LOTS.
- 5. A GEOTECHNICAL ENGINEERING REPORT ENTITLED "WESTPARK PHASE 4 RESIDENTIAL DEVELOPMENT" WAS PREPARED BY ENGEO INC., DATED MAY 22, 2013. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT, FILE NO. 308-798.
- 6. 5/8" REBAR CAPPED LS 8067 WILL BE SET AT ALL REAR LOT CORNERS, ALONG WITH ALL LOT LINE ANGLE POINTS OR AT 2.00 FOOT PROJECTION ALONG LOT LINES ADJACENT TO WALLS (2.00 FOOT BY 2.00 FOOT OFFSET 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.
- 7. PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC IRREVOCABLE OFFERS OF DEDICATION/RIGHTS OF WAY (IOD/ROW) AND PUBLIC UTILITY EASEMENT (PUE) ARE HEREBY ABANDONED:
 - (A) THOSE PORTIONS OF THE IOD/ROW DEPICTED ON THE MAP ENTITLED "WESTPARK-PHASE 4, LARGE LOT SUBDIVISION", FILED IN BOOK "CC" OF MAPS, AT PAGE 53, O.R.P.C. WHICH DO NOT LIE WITHIN THE RIGHT-OF-WAY AS DELINEATED ON THIS FINAL MAP.
 - (B) ALL OF THE PUE DESCRIBED IN THE GRANT OF EASEMENT RECORDED AS DOCUMENT NO. 2017-0087490, O.R.P.C. THAT FALL WITHIN THE BOUNDARY OF THIS FINAL MAP

REFERENCES:

- (1) CC MAPS 53 (WESTPARK-PHASE 4, LARGE LOT SUBDIVISION)
- (2) BB MAPS 24 (FIDDYMENT RANCH PHASE 2, LARGE LOT SUBDIVISION)
- (3) CC MAPS 91 (WESTPARK-PHASE 4, VILLAGE W-17C)
- (4) DD MAPS 42 (WESTPARK-PHASE 4, VILLAGE W-19B)
- (5) DD MAPS 61 (WESTPARK-PHASE 4, VILLAGE W-18C)
- (6) DOC 2017-0087489 (GRANT DEED)
- (7) DD MAPS 48 (WESTPARK-PHASE 4, VILLAGE W-18E)
- (8) DD MAPS 85 (WESTPARK-PHASE 4, VILLAGE W-18B)

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH LINE OF SECTION 24, T.11N., R.5E., M.D.M. TAKEN AS NORTH 89°28'27" EAST PER THE FIDDYMENT RANCH PHASE 2 LARGE LOT SUBDIVISION MAP ON FILE IN THE OFFICE OF THE PLACER COUNTY RECORDER IN BOOK BB OF MAPS, AT PAGE 24.

LEGEND

- DIMENSION POINT
- ⊙ SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "L.S. 8067"
- ⊙ FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "L.S. 8067"
- FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 8067"
- ⊗ COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944" (TO BE SET PER CC MAPS 53)
- ⊗ COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 6600" (TO BE SET PER DD MAPS 55)
- ⊗ FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
- ⊗ FOUND 3/4" GALVANIZED PIPE WITH PLASTIC CAP STAMPED "LS 7944"
- FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 4533"
- ⬠ FOUND SECTION CORNER AS NOTED
- ⬠ FOUND QUARTER CORNER AS NOTED
- AC ACRES
- IOD/ROW IRREVOCABLE OFFER FOR DEDICATION/RIGHT-OF-WAY
- I.P. IRON PIPE
- NTS NOT TO SCALE
- (OA) OVERALL DISTANCE
- O.R.P.C. OFFICIAL RECORDS OF PLACER COUNTY
- PUE PUBLIC UTILITY EASEMENT
- (R) RADIAL BEARING
- SF SQUARE FEET
- SNF SEARCHED, NOT FOUND

FINAL MAP OF
WESTPARK - PHASE 4
VILLAGE W-18D
WEST ROSEVILLE SPECIFIC PLAN PARCEL W-18D
SUBDIVISION NO. 000176
BEING A PORTION OF LOT 4 OF WESTPARK - PHASE 4 LARGE LOT
SUBDIVISION NO. 000176, BOOK CC OF MAPS, PAGE 53, O.R.P.C.
LYING WITHIN SECTIONS 22 AND 23, T. 11 N., R. 5 E.
MOUNT DIABLO MERIDIAN
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA


WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
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SACRAMENTO, CA 95816 FAX 916.341.7767

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Sheet 2 of 9

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OVERALL BOUNDARY SHEET

FINAL MAP OF WESTPARK - PHASE 4 VILLAGE W-18D

WEST ROSEVILLE SPECIFIC PLAN PARCEL W-18D
SUBDIVISION NO. 000176
BEING A PORTION OF LOT 4 OF WESTPARK - PHASE 4 LARGE LOT
SUBDIVISION NO. 000176, BOOK CC OF MAPS, PAGE 53, O.R.P.C.
LYING WITHIN SECTIONS 22 AND 23, T. 11 N., R. 5 E.
MOUNT DIABLO MERIDIAN
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

AUGUST 2018

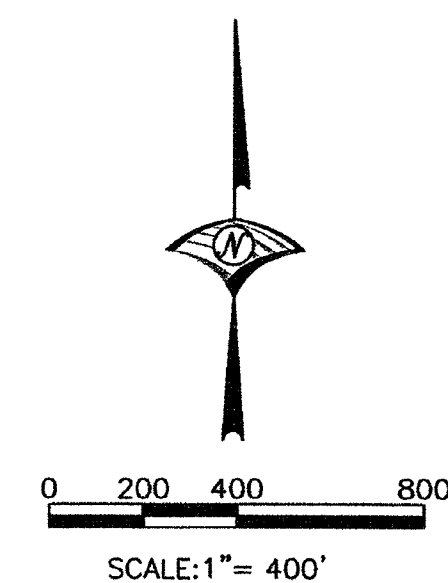
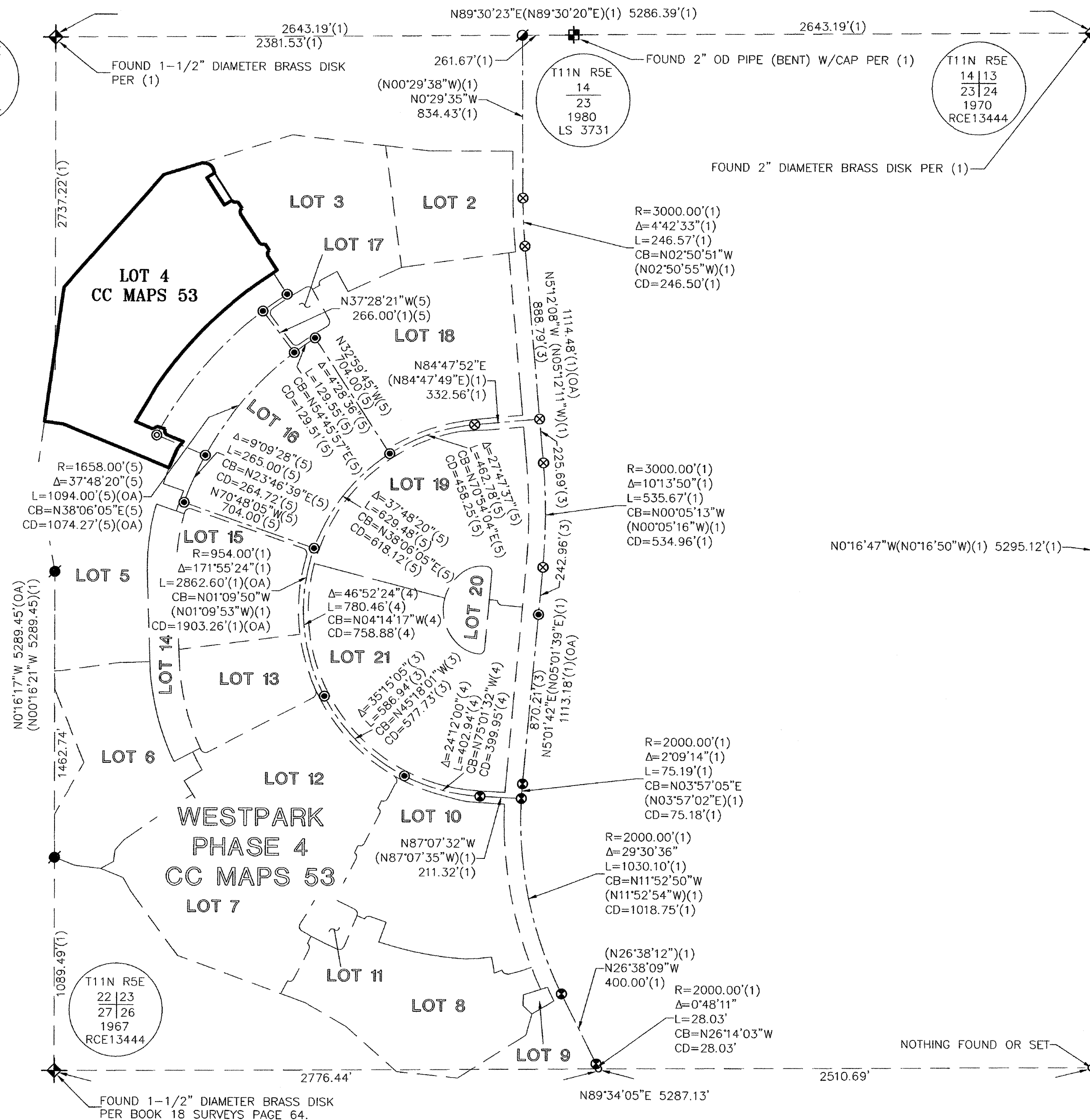
Sheet 3 of 9

1828.028



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FOUND BRASS DISK IN WELL STAMPED PER (1) -

N89°28'27"E 5282.21(2)
(N89°28'24"E 5282.18)(1)

BASIS OF BEARINGS

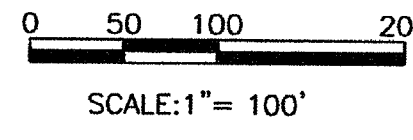
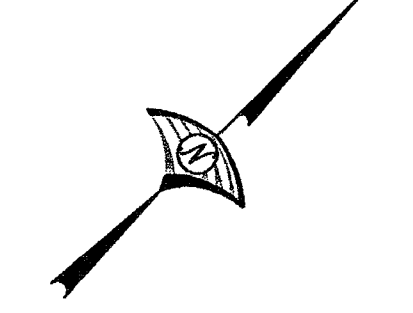
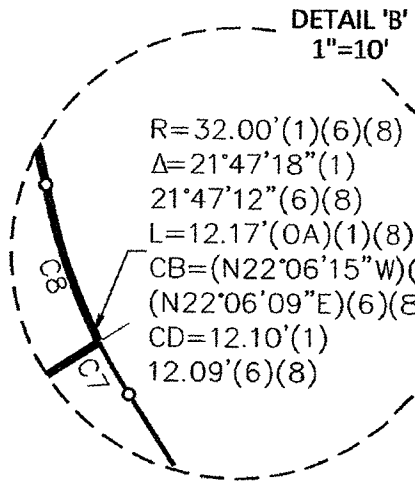
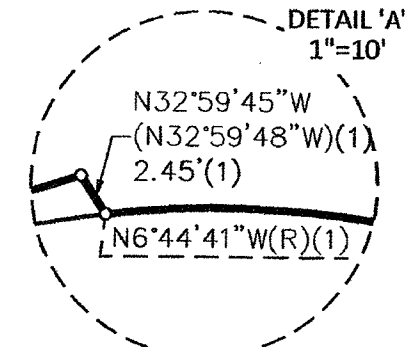
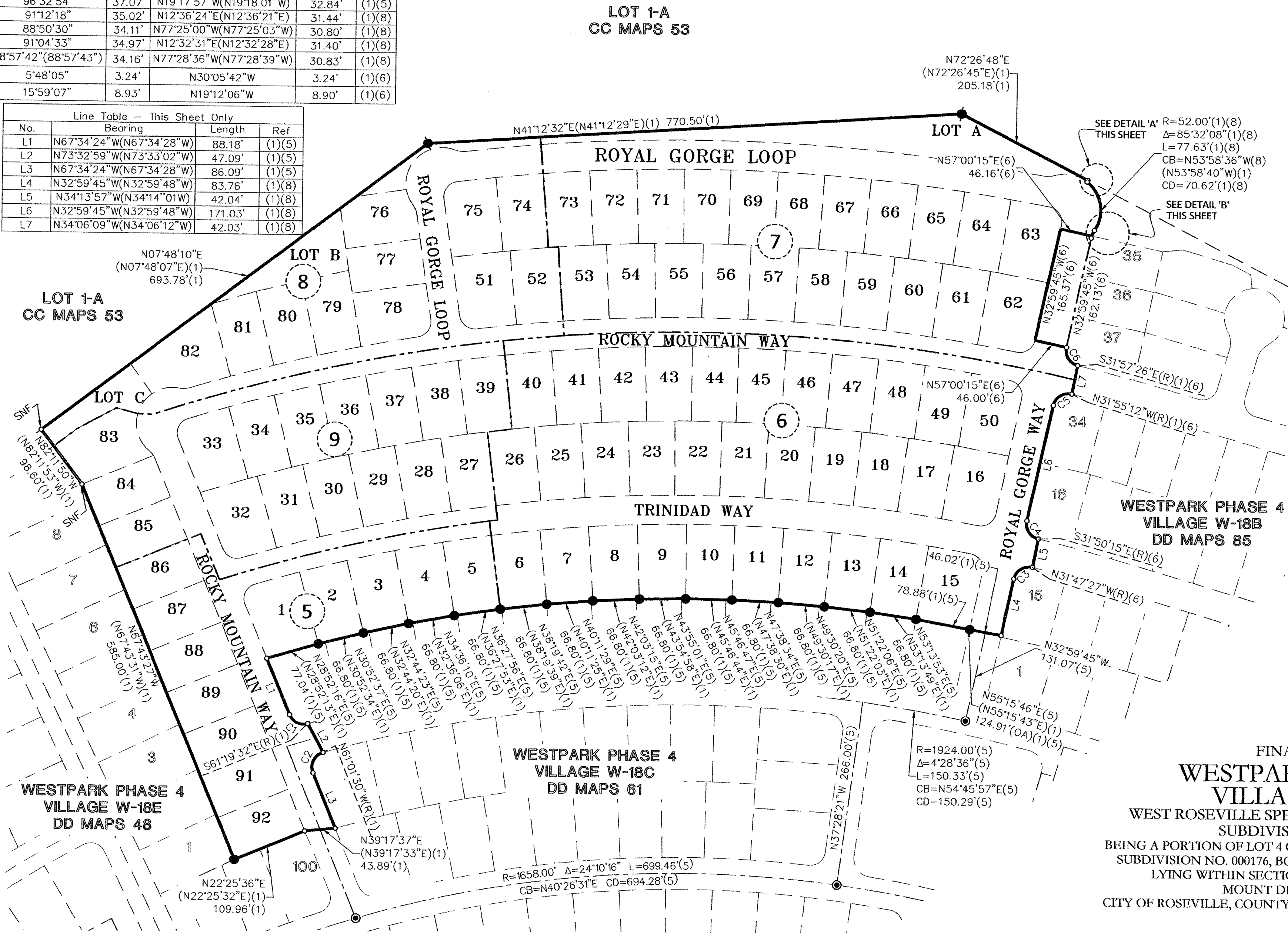
SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.

Sheet 3 of 9

VILLAGE W-18D BOUNDARY SHEET

Curve Table - This Sheet Only						
No.	Radius	Delta	Length	Chord Bearing	Chord Dist	Ref
C1	22.00'	83°45'08"	32.16'	N70°33'02"E(N70°32'58"W)	29.37'	(1)(5)
C2	22.00'	96°32'54"	37.07'	N19°17'57"W(N19°18'01"W)	32.84'	(1)(5)
C3	22.00'	91°12'18"	35.02'	N12°36'24"E(N12°36'21"E)	31.44'	(1)(8)
C4	22.00'	88°50'30"	34.11'	N77°25'00"W(N77°25'03"W)	30.80'	(1)(8)
C5	22.00'	91°04'33"	34.97'	N12°32'31"E(N12°32'28"E)	31.40'	(1)(8)
C6	22.00'	88°57'42"(88°57'43")	34.16'	N77°28'36"W(N77°28'39"W)	30.83'	(1)(8)
C7	32.00'	5°48'05"	3.24'	N30°05'42"W	3.24'	(1)(6)
C8	32.00'	15°59'07"	8.93'	N19°12'06"W	8.90'	(1)(6)

Line Table - This Sheet Only			
No.	Bearing	Length	Ref
L1	N67°34'24"W(N67°34'28"W)	88.18'	(1)(5)
L2	N73°32'59"W(N73°33'02"W)	47.09'	(1)(5)
L3	N67°34'24"W(N67°34'28"W)	86.09'	(1)(5)
L4	N32°59'45"W(N32°59'48"W)	83.76'	(1)(8)
L5	N34°13'57"W(N34°14'01"W)	42.04'	(1)(8)
L6	N32°59'45"W(N32°59'48"W)	171.03'	(1)(8)
L7	N34°06'09"W(N34°06'12"W)	42.03'	(1)(8)



FINAL MAP OF
**WESTPARK - PHASE 4
VILLAGE W-18D**
WEST ROSEVILLE SPECIFIC PLAN PARCEL W-18D
SUBDIVISION NO. 000176
BEING A PORTION OF LOT 4 OF WESTPARK - PHASE 4 LARGE LOT
SUBDIVISION NO. 000176, BOOK CC OF MAPS, PAGE 53, O.R.P.C.
LYING WITHIN SECTIONS 22 AND 23, T. 11 N., R. 5 E.
MOUNT DIABLO MERIDIAN
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

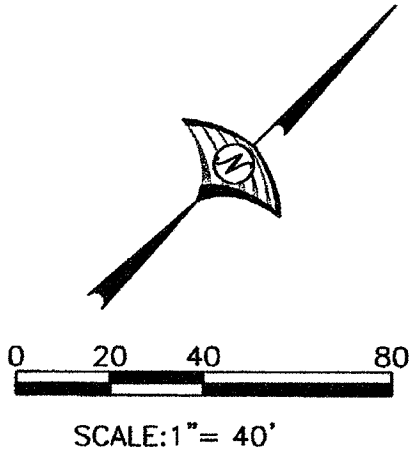
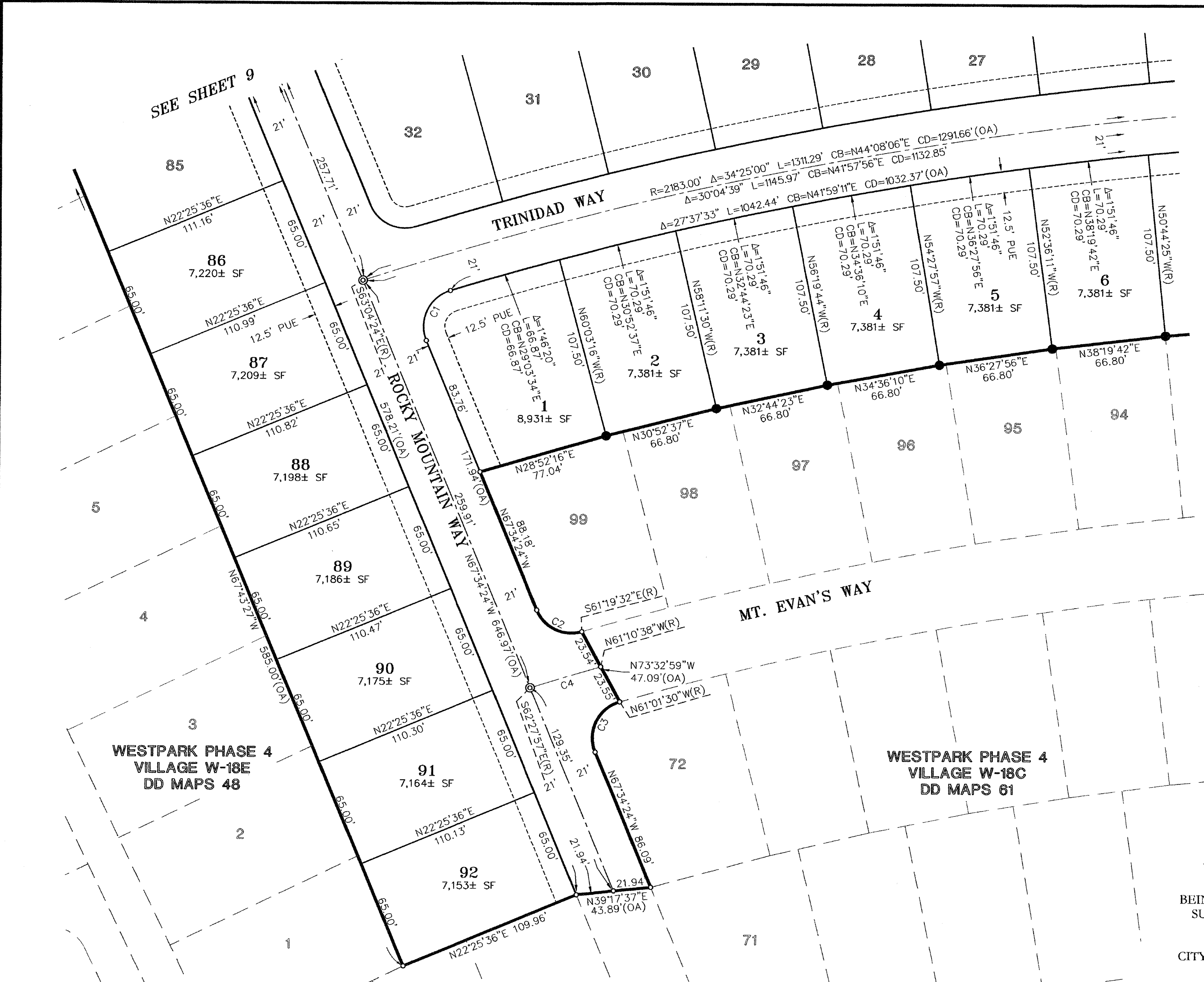

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Sheet 4 of 9

1828.028

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	22.00'	95°44'49"	36.76'	N19°42'00"W	32.63'
C2	22.00'	83°45'08"	32.16'	N70°33'02"E	29.37'
C3	22.00'	96°32'54"	37.07'	N19°17'57"W	32.84'
C4	1924.00'	1°17'19"	43.28'	N28°10'43"E	43.27'

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

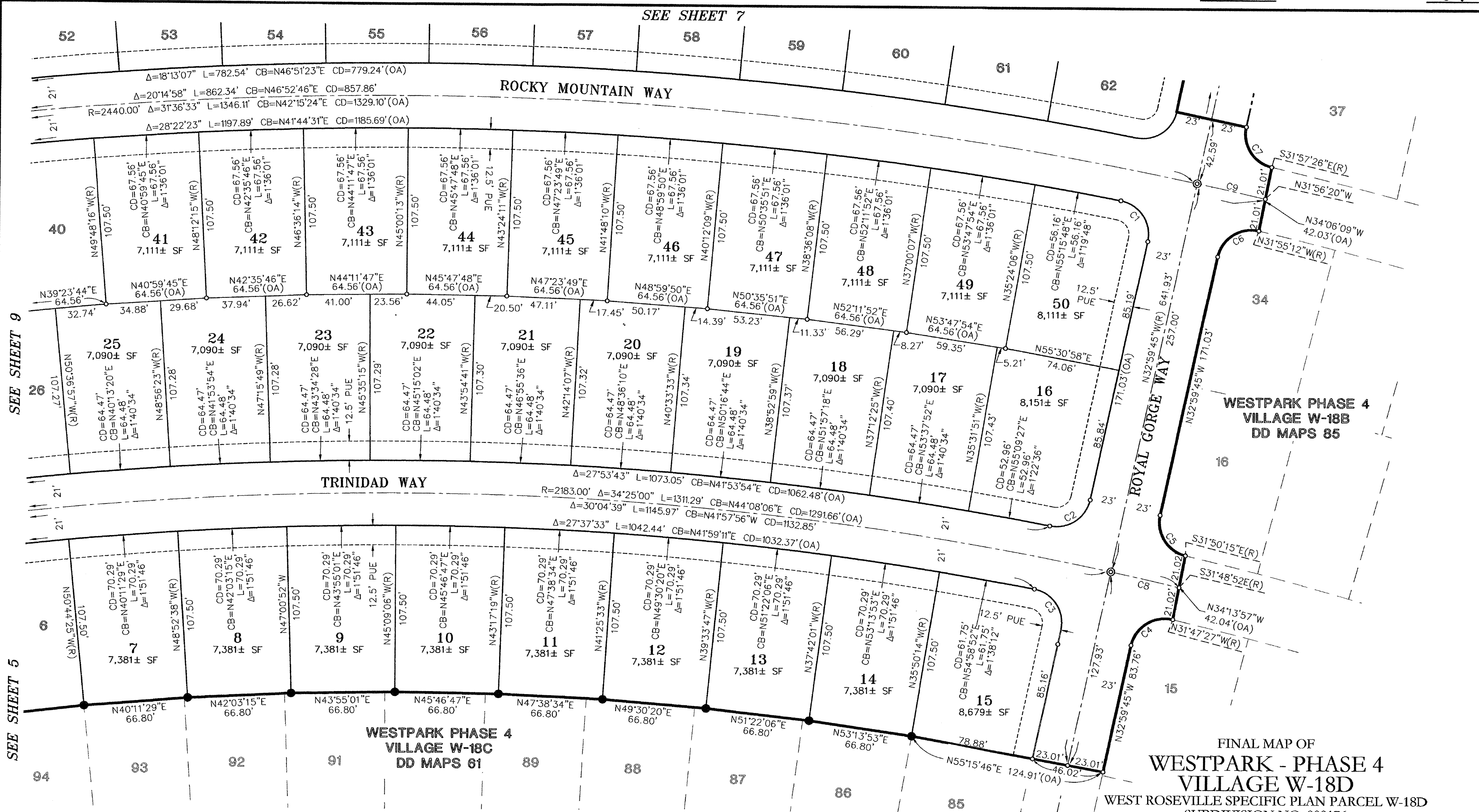
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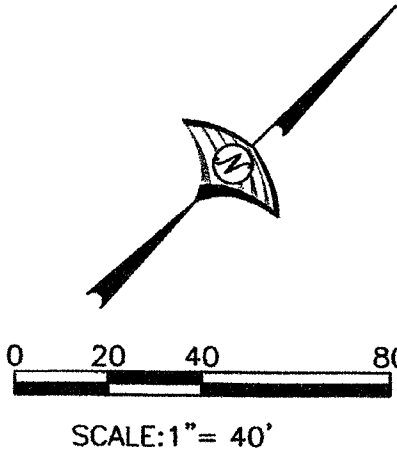
Sheet 5 of 9

1828.028



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	22.00'	91°04'33"	34.97'	N78°32'01"W	31.40'
C2	22.00'	88°50'30"	34.11'	N11°25'30"E	30.80'
C3	22.00'	91°12'18"	35.02'	N78°35'54"W	31.44'
C4	22.00'	91°12'18"	35.02'	N12°36'24"E	31.44'
C5	22.00'	88°50'30"	34.11'	N77°25'00"W	30.80'
C6	22.00'	91°04'33"	34.97'	N12°32'31"E	31.40'
C7	22.00'	88°57'42"	34.16'	N77°28'36"W	30.83'
C8	2183.00'	1°10'53"	45.01'	N57°35'42"E	45.01'
C9	2440.00'	1°03'25"	45.01'	N57°31'58"E	45.01'

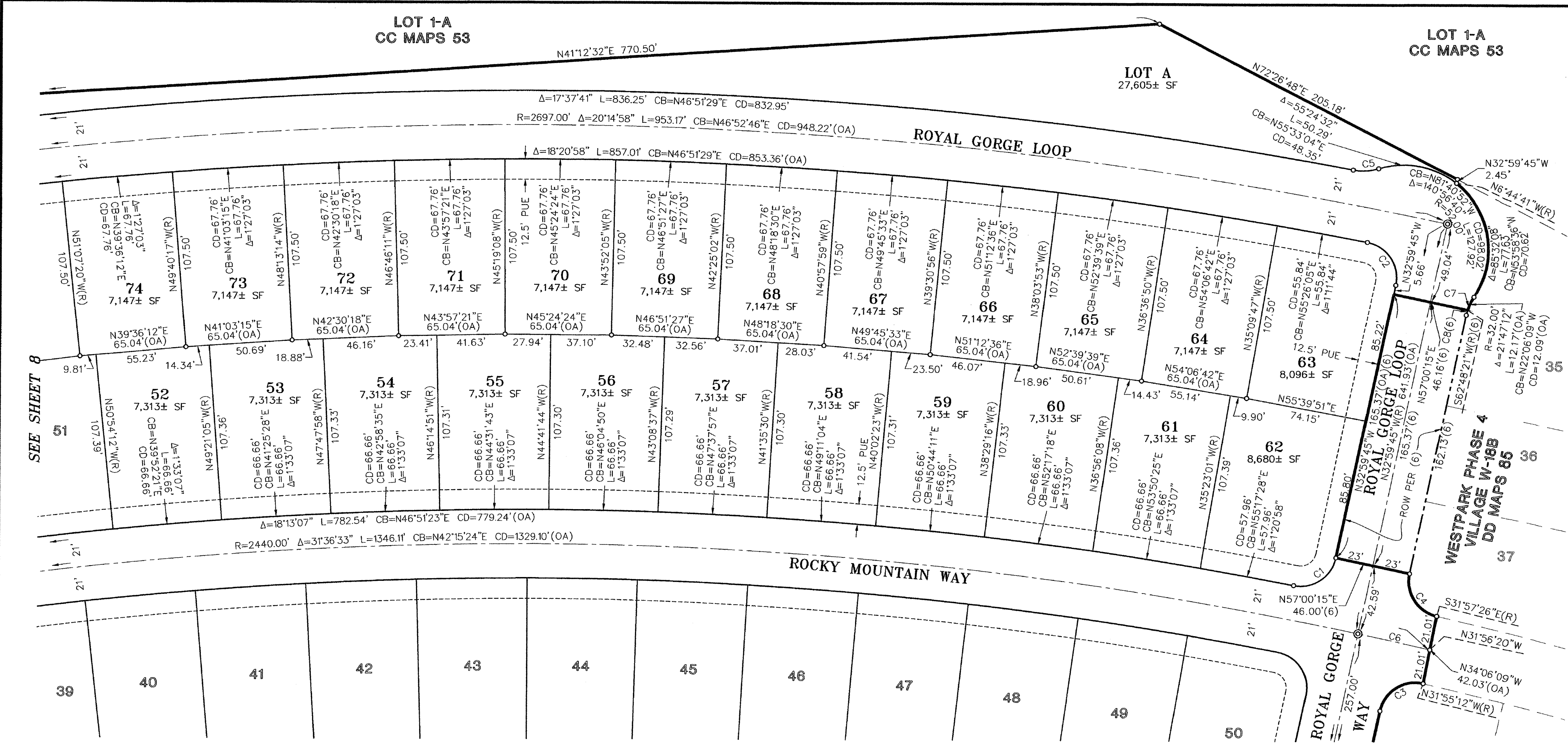


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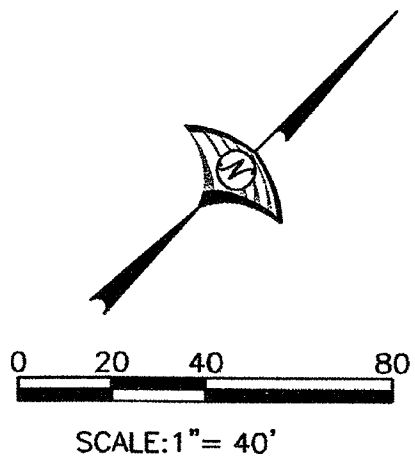
Sheet 6 of 9

1828.028



SEE SHEET 8

SEE SHEET 6



Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	22.00'	88°57'42"	34.16'	N11°29'06"E	30.83'
C2	22.00'	90°58'17"	34.93'	N78°28'54"W	31.38'
C3	22.00'	91°04'33"	34.97'	N12°32'31"E	31.40'
C4	22.00'	88°57'42"	34.16'	N77°28'36"W	30.83'
C5	32.00'	27°49'32"	15.54'	N41°45'34"E	15.39'
C6	2440.00'	1°03'25"	45.01'	N57°31'58"E	45.01'
C7	32.00'	15°59'07"	8.93'	N19°12'06"W	8.90'
C8	32.00'	5°48'05"	3.24'	N30°05'42"W	3.24'

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

FINAL MAP OF
**WESTPARK - PHASE 4
VILLAGE W-18D**
WEST ROSEVILLE SPECIFIC PLAN PARCEL W-18D
SUBDIVISION NO. 000176
BEING A PORTION OF LOT 4 OF WESTPARK - PHASE 4 LARGE LOT
SUBDIVISION NO. 000176, BOOK CC OF MAPS, PAGE 53, O.R.P.C.
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MOUNT DIABLO MERIDIAN
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA



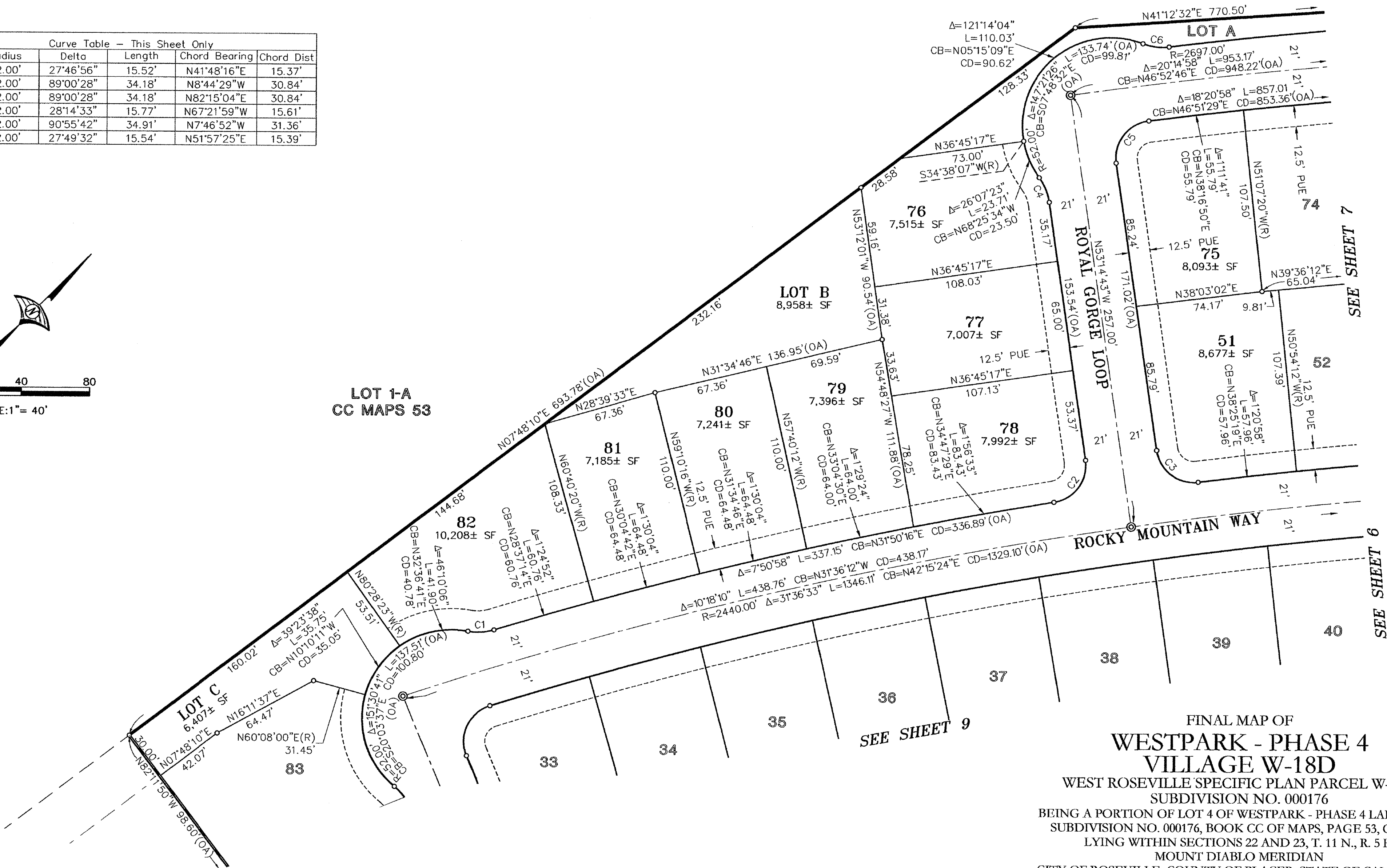
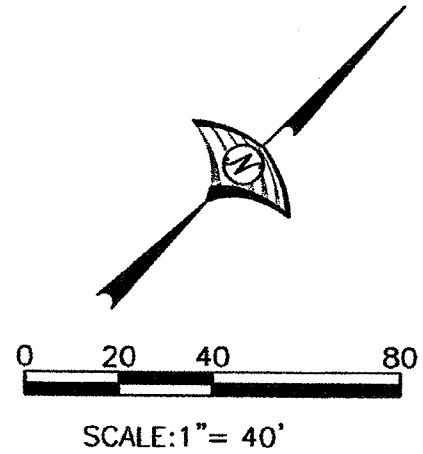
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AUGUST 2018

Sheet 7 of 9

1828.028

Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	32.00'	27°46'56"	15.52'	N41°48'16"E	15.37'
C2	22.00'	89°00'28"	34.18'	N8°44'29"W	30.84'
C3	22.00'	89°00'28"	34.18'	N82°15'04"E	30.84'
C4	32.00'	28°14'33"	15.77'	N67°21'59"W	15.61'
C5	22.00'	90°55'42"	34.91'	N7°46'52"W	31.36'
C6	32.00'	27°49'32"	15.54'	N51°57'25"E	15.39'



FINAL MAP OF
WESTPARK - PHASE 4
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SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.



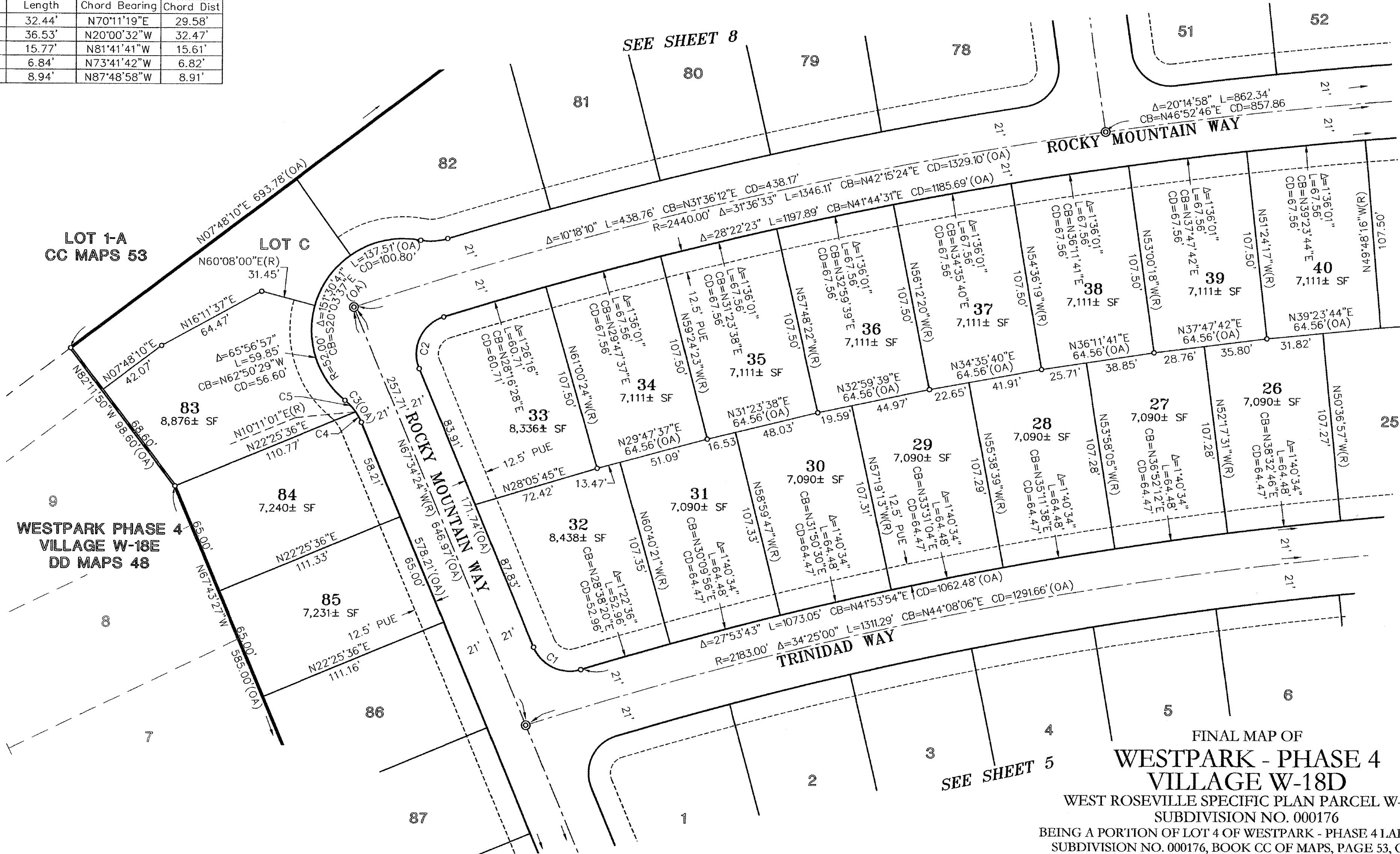
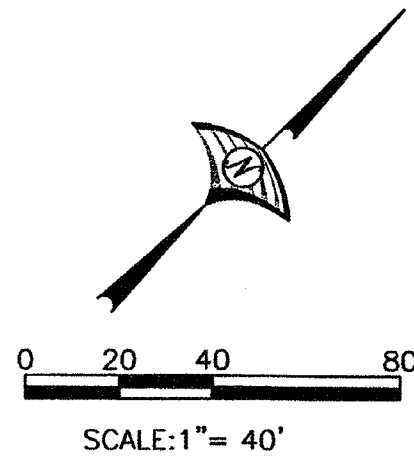
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AUGUST 2018

Sheet 8 of 9

1828.028

Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	22.00'	84°28'33"	32.44'	N70°11'19"E	29.58'
C2	22.00'	95°07'44"	36.53'	N20°00'32"W	32.47'
C3	32.00'	28°14'33"	15.77'	N81°41'41"W	15.61'
C4	32.00'	12°14'35"	6.84'	N73°41'42"W	6.82'
C5	32.00'	15°59'59"	8.94'	N87°48'58"W	8.91'



FINAL MAP OF
**WESTPARK - PHASE 4
VILLAGE W-18D**
WEST ROSEVILLE SPECIFIC PLAN PARCEL W-18D
SUBDIVISION NO. 000176
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SEE SHEET 2 FOR BASIS OF
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COUNCIL COMMUNICATION

CC #: 0449

File #: 0400-04-12-1

Title: Westbrook - Phase 2 Villages 2A & 3A - Notice of Completion

Contact: Andrew Druck 916-223-7577 adruck@roseville.ca.us

Meeting Date: 11/20/2019

Item #: 7.11.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution accepting Westbrook-Phase 2 Villages 2A & 3A, CWJ #180097, as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

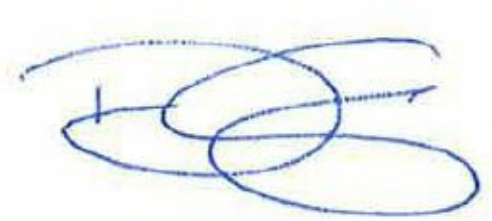
ENVIRONMENTAL REVIEW

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, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The Notice of Completion of Westbrook-Phase 2 Villages 2A & 3A meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Andrew Druck, Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-495

NOC

Ex A

final map

RESOLUTION NO. 19-495

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS **WESTBROOK-PHASE 2 VILLAGES 2A & 3A** PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

BE IT RESOLVED by the Council of the City of Roseville as follows:

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the AS **WESTBROOK-PHASE 2 VILLAGES 2A & 3A** is hereby approved and the public work accepted.
2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book **EE** of Maps, Page **49** is hereby accepted.
3. The City Engineer is hereby authorized and directed to execute said Notice 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 MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the _____ Project was completed and accepted by the City of Roseville on _____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was _____.

The surety on said project was _____.

_____.

City of Roseville
Owner

ATTEST:

Sonia Orozco, City Clerk

State of California)
County of Placer)

I, _____, being first duly sworn, depose and say: I am the _____ of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

City of Roseville

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)

Subscribed and sworn to (or affirmed) before
me on this ____ day of _____,
20____, _____

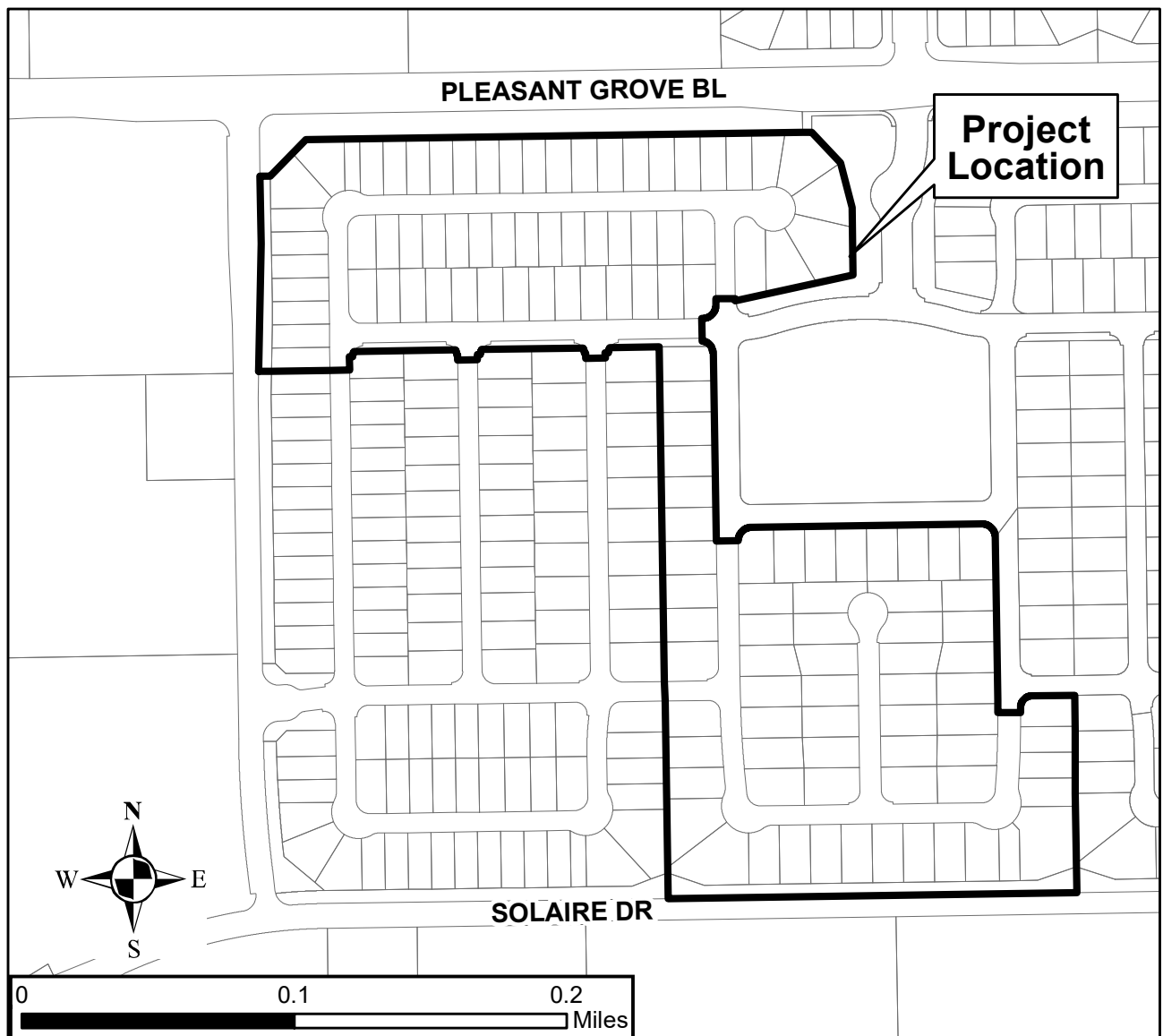
proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A

Westbrook Phase 2 Villages 2A and 3A



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "WESTBROOK - PHASE 2 VILLAGES 2A & 3A" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR PARTICULAR PURPOSES THE FOLLOWING:

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

- (A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS, ABOVE GROUND APPURTENANCES FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS A, B, C, D, E, F, G, H AND I AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO LOTS A AND I AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).
- (B) EMERGENCY ACCESS EASEMENTS FOR THE INGRESS AND EGRESS OF EMERGENCY SERVICE VEHICLES, ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AS LOTS A AND I (PRIVATE ROADS) FOR USE BY PUBLIC, CITY, COUNTY OR STATE AGENCIES IN RESPONSE TO LAW ENFORCEMENT, FIRE, MEDICAL OR EMERGENCIES CAUSED BY NATURAL DISASTERS, AS SHOWN HEREON AND DESIGNATED "E.A.E." (EMERGENCY ACCESS EASEMENT).
- (C) PUBLIC DRAINAGE EASEMENT FOR THE INSTALLATION, MAINTENANCE AND REPAIR OF DRAINAGE FACILITIES AND FOR THE OVERLAND RELEASE OF STORM WATER ON, OVER, UNDER AND ACROSS LOT D AND A PORTION OF LOT I AS SHOWN HEREON AND DESIGNATED "D.E." (DRAINAGE EASEMENT).

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

- (A) LOTS B AND C SHOWN HEREON TO THE CITY OF ROSEVILLE FOR LANDSCAPING PURPOSES AND AS PUBLIC RIGHT-OF-WAY.

LENNAR HOMES OF CALIFORNIA, INC.
A CALIFORNIA CORPORATION

BY: Larry Gualco

NAME: LARRY GUALCO

ITS: VICE PRESIDENT

BY: Robert Tummolo

NAME: ROBERT TUMMOLO

ITS: 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 SACRAMENTO

ON FEBRUARY 14, 2019 BEFORE ME, ROSA CATANZARO, A NOTARY PUBLIC

PERSONALLY APPEARED LARRY GUALCO AND ROBERT TUMMOLO 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 Rosa Catanzaro

PRINTED NAME ROSA CATANZARO

MY PRINCIPAL PLACE OF BUSINESS IS SACRAMENTO COUNTY

MY COMMISSION EXPIRES: APRIL 28, 2020 MY COMMISSION NUMBER: 2150978

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 _____

ON _____ BEFORE ME, _____, 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 AND OFFICIAL SEAL.

SIGNATURE _____

PRINTED NAME _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY

MY COMMISSION EXPIRES: _____ MY COMMISSION NUMBER: _____

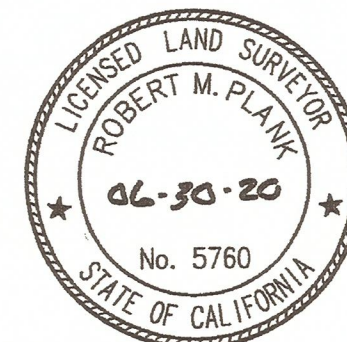
SURVEYOR'S STATEMENT

THIS FINAL MAP OF "WESTBROOK - PHASE 2 VILLAGES 2A & 3A" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF LENNAR HOMES OF CALIFORNIA, A CALIFORNIA CORPORATION IN DECEMBER 2017. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND WILL BE SET BY DECEMBER 31, 2020 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

ROBERT M. PLANK, PLS 5760
EXPIRATION DATE: JUNE 30, 2020

DATE: 02/14/19

**CITY ENGINEER'S STATEMENT**

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "WESTBROOK - PHASE 2 VILLAGES 2A & 3A" 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

DATE: 2/27/19

MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2020

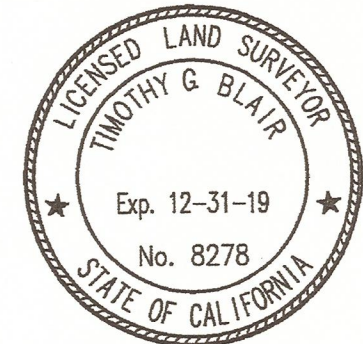
I HEREBY STATE THAT I AM SATISFIED WITH THIS FINAL MAP OF "WESTBROOK - PHASE 2 VILLAGES 2A & 3A" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

Timothy G. Blair

DATE: 3/8/19

TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2019

**CITY CLERK'S STATEMENT**

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "WESTBROOK - PHASE 2 VILLAGES 2A & 3A", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, LOTS B & C, AND THE EASEMENTS OFFERED HEREON FOR DEDICATION IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS AND DOES ALSO HEREBY APPROVE THE ABANDONMENT OF THE EASEMENT LISTED HEREON WITHIN NOTE 10 ON SHEET 2.

Donna Orved

CITY CLERK, CITY OF ROSEVILLE

DATE: 3/11/19

BY: _____

ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 20th DAY OF March, 2019, AT 11:22A.M. IN BOOK EE OF MAPS, AT PAGE 49, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

Ryan Ronco

DOCUMENT NO.: 2019-0016953

RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

BY: [Signature]
DEPUTY

FEE: \$ 101.00

FINAL MAP OF
WESTBROOK - PHASE 2
VILLAGES 2A & 3A
SUBDIVISION No. PL13-0318

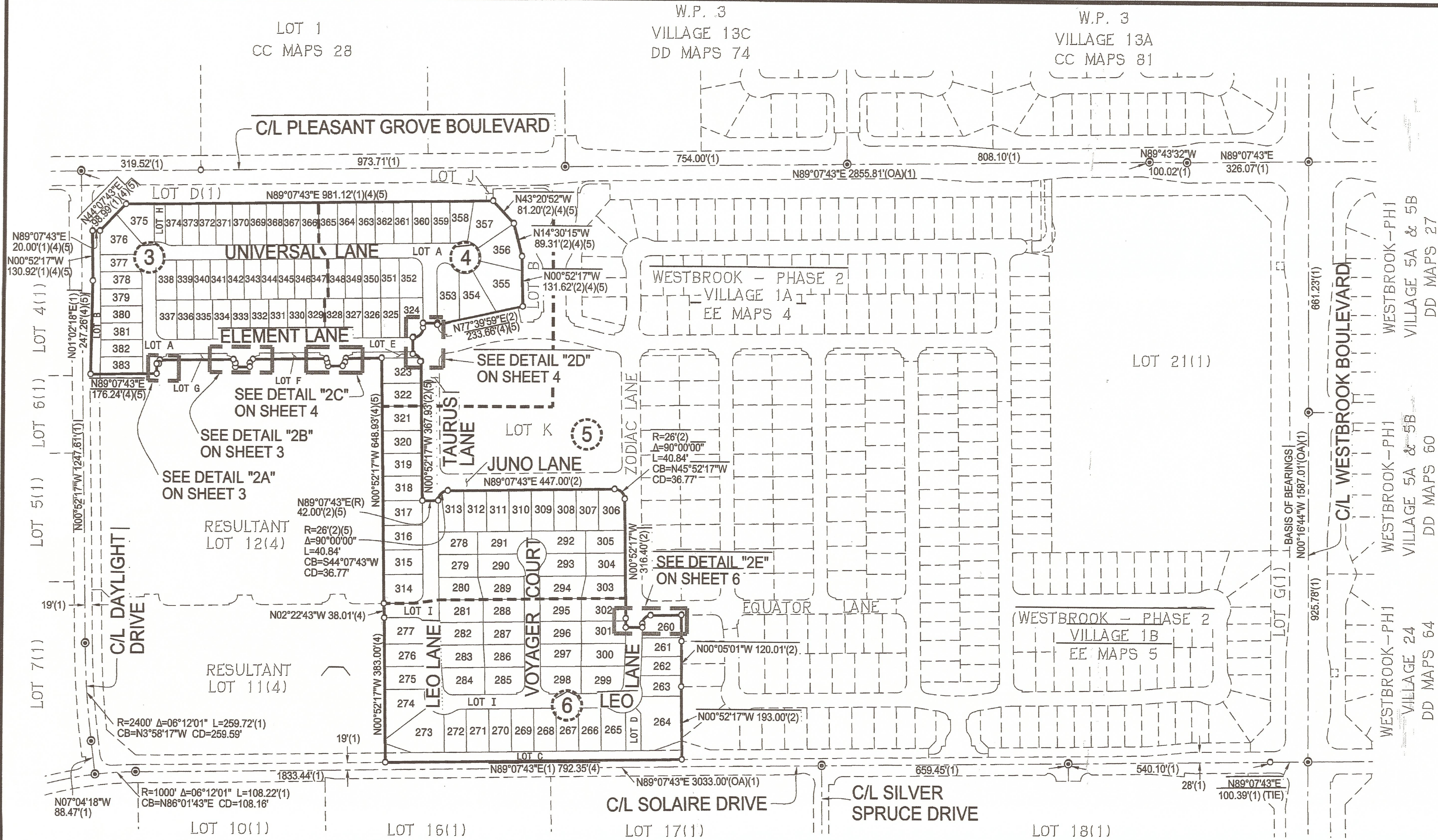
BEING A SUBDIVISION OF NEW RESULTANT LOT 13 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON DECEMBER 19, 2017 IN DOCUMENT NUMBER 2017-0101126 AND NEW RESULTANT LOT 15 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON NOVEMBER 25, 2017 IN DOCUMENT NUMBER 2017-0083577 OFFICIAL RECORDS OF PLACER COUNTY, SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

FEBRUARY 2019

Mackay & Somps
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SHEET 1 OF 7 18437.LEN.V2A



- LEGEND**
- FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944" PER (1)
 - SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 5760" PER CITY OF ROSEVILLE STANDARDS
 - DIMENSION POINT (NOTHING FOUND OR SET)
 - AC± ACRES
 - CB CHORD BEARING
 - CD CHORD DISTANCE
 - C/L CENTERLINE
 - D.E. DRAINAGE EASEMENT
 - E.A.E. EMERGENCY ACCESS EASEMENT
 - (OA) OVERALL
 - P.U.E. PUBLIC UTILITY EASEMENT
 - (R) RADIAL BEARING
 - S.F.± SQUARE FEET
 - (1) DENOTES RECORD INFORMATION
 - (X) SHEET NUMBER

BASIS OF BEARINGS:
THE BEARING N 00°16'44" W , AS SHOWN BETWEEN FOUND MONUMENTS ALONG THE CENTERLINE OF WESTBROOK BOULEVARD AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "WESTBROOK - PHASE 1 - LARGE LOT FINAL MAP" FILED FOR RECORD ON JUNE 27, 2014 IN BOOK CC OF MAPS, AT PAGE 85, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

- REFERENCES:**
- (1) DD MAPS 79
 - (2) EE MAPS 4
 - (3) EE MAPS 5
 - (4) DOCUMENT No. 2017-0083577
 - (5) DOCUMENT No. 2017-0101126

- NOTES:**
- TOTAL AREA OF THIS SUBDIVISION IS 22.90± ACRES +/-, GROSS, CONSISTING OF 123 RESIDENTIAL LOTS, 2 PRIVATE ROAD LOTS AND 7 LANDSCAPE LOTS.
 - ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. DELTA, ARC LENGTH, CHORD LENGTHS AND OTHER DISTANCES MAY CONTAIN SOME ROUNDING ERROR. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES.
 - A PRELIMINARY SOILS REPORT WAS PREPARED BY ENGE0 DATED MARCH 20, 2014; PROJECT NUMBER 10814.000.000 AND ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT, FILE No. 308-807.
 - ALL FRONT CORNERS ARE MARKED BY A 1" BRASS MARKER STAMPED "LS 7944" IN THE SIDEWALK ON THE EXTENSION OF SIDE LOT LINES 1.00' FROM THE PROPERTY LINE, WHERE SIDEWALK DOES NOT EXIST, FRONT CORNERS SHALL BE SET ON 1.75' EXTENSION IN THE GUTTER PAN, UNLESS OTHERWISE NOTED.
 - ALL REAR CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 5760", WHERE REAR CORNER FALLS WITHIN A MASONRY RETAINING WALL, MASONRY SOUND WALL OR CONCRETE FOOTING, A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 5760" WILL BE SET ON THE SIDE LOT LINE AT A 4.00 FOOT OFFSET TO THE REAR CORNER OR A BRASS TAG STAMPED "LS 5760" WILL BE SET WITH EPOXY TO THE FACE OF WALL 2.00 FOOT ABOVE GROUND OR ON TOP OF WALL WHERE THE OFFSET MONUMENT CANNOT BE SET.
 - ALL INTERIOR COURTS AND LANES SHOWN HEREON ARE PRIVATE ROADS, PUBLIC UTILITY EASEMENTS AND EMERGENCY VEHICLE ACCESS EASEMENTS.
 - LOTS A AND I (PRIVATE ROADS) SHOWN HEREON SHALL BE GRANTED IN FEE TO THE HERITAGE SOLAIRE COMMUNITY ASSOCIATION AS PRIVATE ROADS FOR THE BENEFIT AND GENERAL USE OF THE RESIDENTIAL LOTS SHOWN HEREON.
 - LOTS D, E, F, G AND H SHOWN HEREON SHALL BE GRANTED IN FEE TO THE HERITAGE SOLAIRE COMMUNITY ASSOCIATION AS COMMON AREAS FOR LANDSCAPING, PARKING AND FOR THE BENEFIT AND GENERAL USE OF THE RESIDENTIAL LOTS SHOWN HEREON.
 - COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE LOTS SHOWN HEREON ARE RECORDED CONCURRENTLY HERewith AS DOCUMENT NO. 2018-0057807 & 2018-0013769 OFFICIAL RECORDS OF PLACER COUNTY.
 - PURSUANT TO SECTION 66499.20.2 OF THE GOVERNMENT CODE, THE LANDS SHOWN HEREON, ARE HEREBY MERGED AND RE-SUBDIVIDED AND THE FOLLOWING EASEMENT IS HEREBY ABANDONED:
 - A. THE DRAINAGE EASEMENT OVER LOTS 14, 15 AND 20 DEDICATED WITH THAT CERTAIN FINAL MAP ENTITLED "WESTBROOK-PHASES 2 & 3 LARGE LOT SUBDIVISION", FILED FOR RECORD ON DECEMBER 8, 2016 IN BOOK DD OF MAPS, AT PAGE 79, PLACER COUNTY RECORDS.

FINAL MAP OF
WESTBROOK - PHASE 2
VILLAGES 2A & 3A
SUBDIVISION No. PL13-0318

BEING A SUBDIVISION OF NEW RESULTANT LOT 13 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON DECEMBER 19, 2017 IN DOCUMENT NUMBER 2017-0101126 AND NEW RESULTANT LOT 15 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON NOVEMBER 25, 2017 IN DOCUMENT NUMBER 2017-0083577 OFFICIAL RECORDS OF PLACER COUNTY, SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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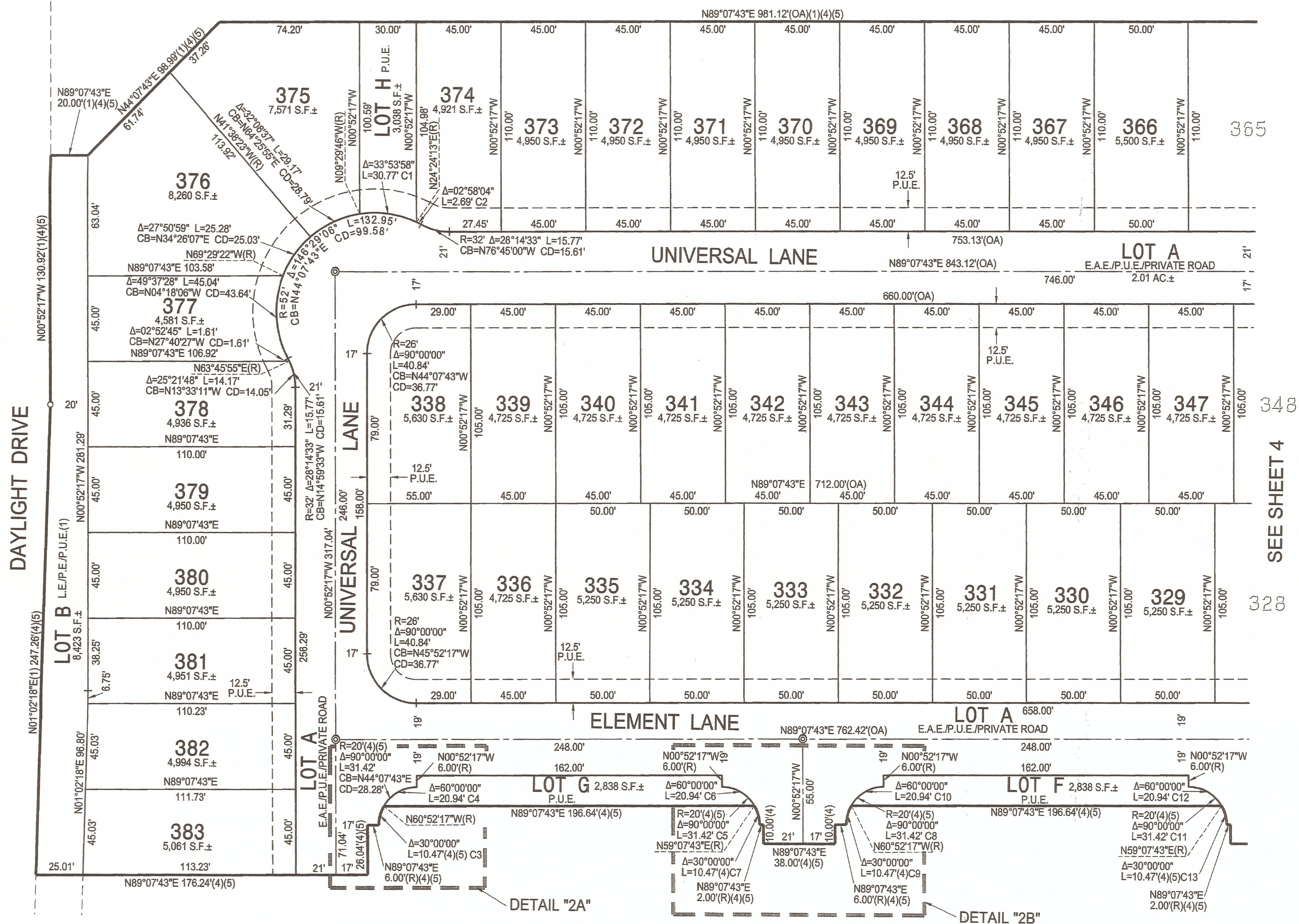
FEBRUARY 2019

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1199

SHEET 2 OF 7 18437.LEN.V2A

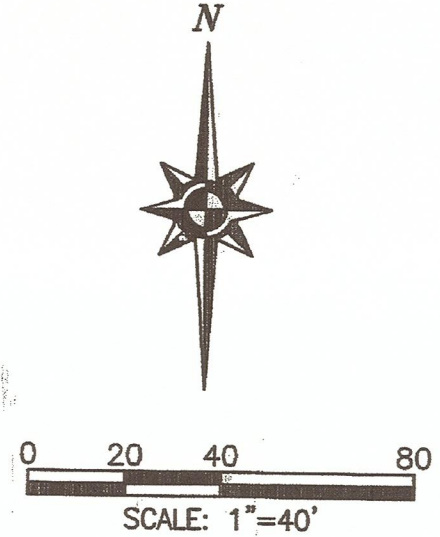
PLEASANT GROVE BOULEVARD

LOT D(1)



CHORD TABLE

#	CHORD BEARING	CHORD LENGTH
C1	N82°32'47"W	30.32'
C2	N64°06'45"W	2.69'
C3	N14°07'43"E	10.35'
C4	N59°07'43"E	20.00'
C5	N45°52'17"W	28.28'
C6	N60°52'17"W	20.00'
C7	N15°52'17"W	10.35'
C8	N44°07'43"E	28.28'
C9	N14°07'43"E	10.35'
C10	N59°07'43"E	20.00'
C11	N45°52'17"W	28.28'
C12	N60°52'17"W	20.00'
C13	N15°52'17"W	10.35'



FINAL MAP OF
WESTBROOK - PHASE 2
VILLAGES 2A & 3A
SUBDIVISION No. PL13-0318

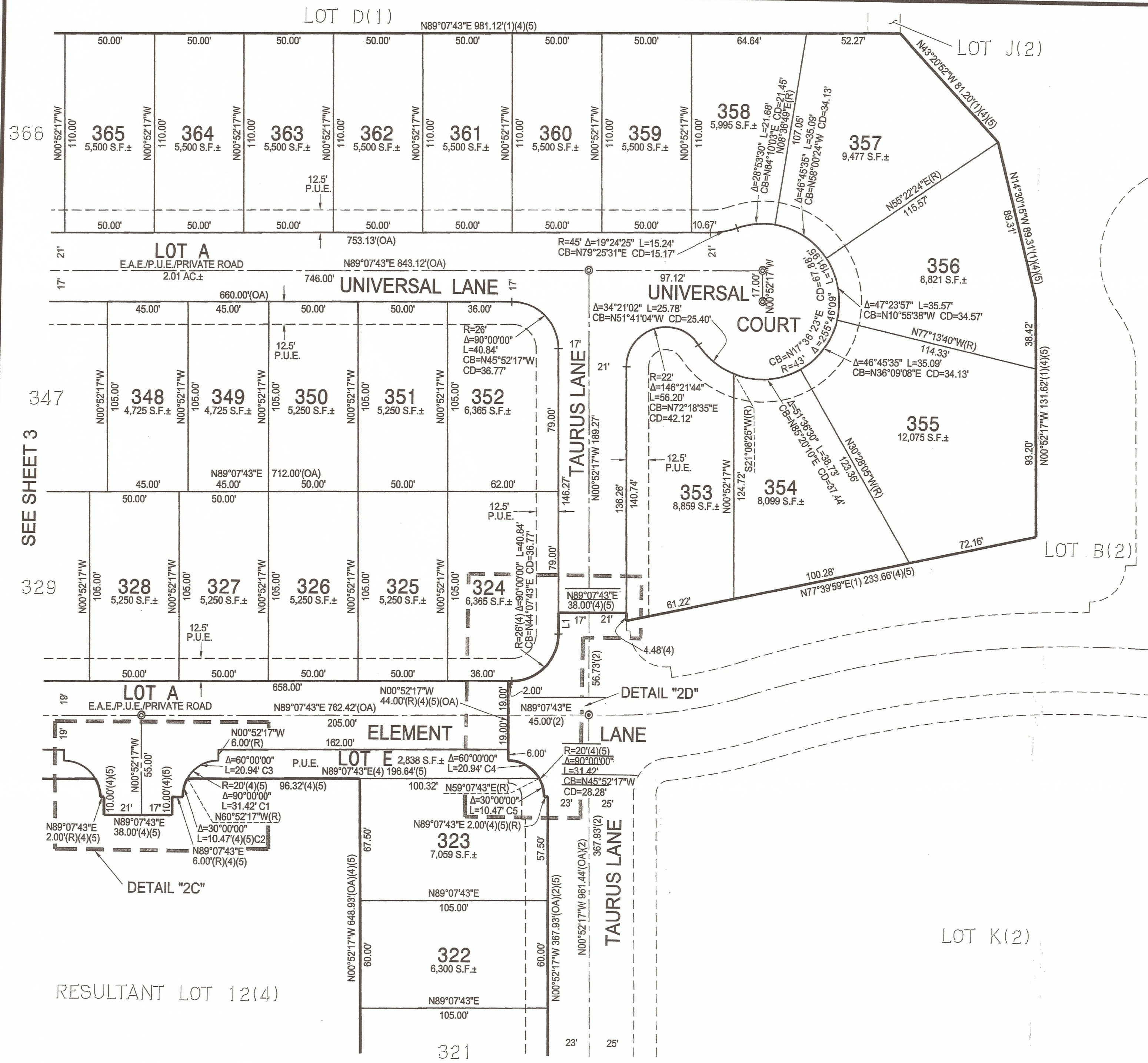
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ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

FEBRUARY 2019

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



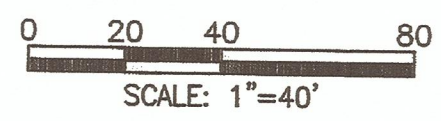
LINE TABLE

#	BEARING	LENGTH
L1	N00°52'17"W	11.73'(2)(4)(5)

CHORD TABLE

#	CHORD BEARING	CHORD LENGTH
C1	N44°07'43"E	28.28'
C2	N14°07'43"E	10.35'
C3	N59°07'43"E	20.00'
C4	N60°52'17"W	20.00'
C5	N15°52'17"W	10.35'

WESTBROOK
PHASE 2 - VILLAGE 1A
EE B.M. 4



FINAL MAP OF
WESTBROOK - PHASE 2
VILLAGES 2A & 3A
SUBDIVISION No. PL13-0318

BEING A SUBDIVISION OF NEW RESULTANT LOT 13 AS DESCRIBED IN THAT CERTAIN GRANT DEED
RECORDED ON DECEMBER 19, 2017 IN DOCUMENT NUMBER 2017-0101126 AND NEW RESULTANT
LOT 15 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON NOVEMBER 25, 2017 IN
DOCUMENT NUMBER 2017-0083577 OFFICIAL RECORDS OF PLACER COUNTY, SECTION 26,
TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

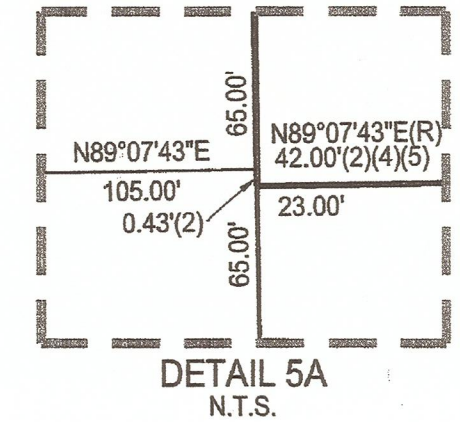
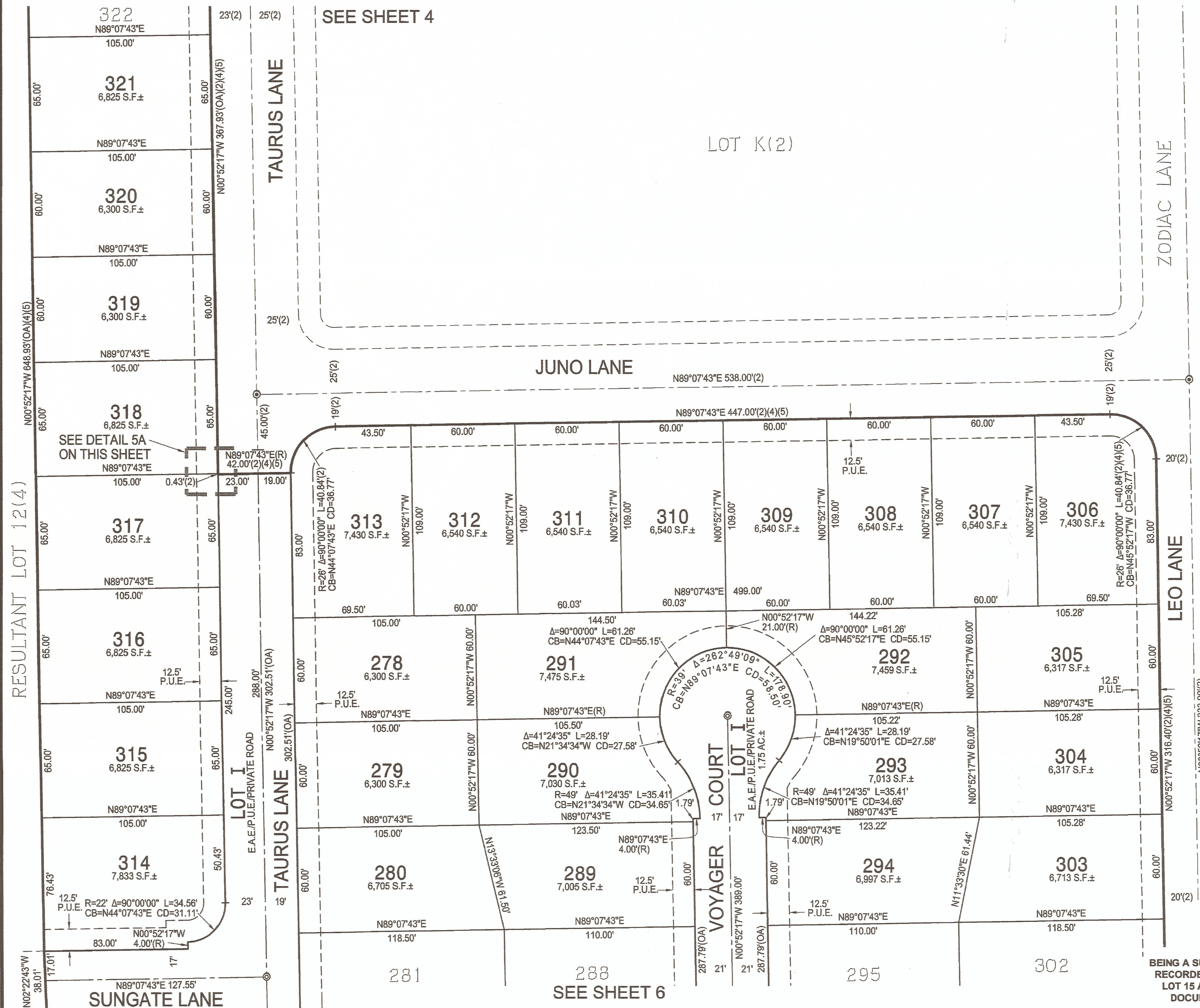
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FEBRUARY 2019

Mackay & Somp
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

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

SEE SHEET 5



WESTBROOK
PHASE 2 - VILLAGE 1B
EE B.M. 5



0 20 40 80
SCALE: 1"=40'

FINAL MAP OF
WESTBROOK - PHASE 2
VILLAGES 2A & 3A
SUBDIVISION No. PL13-0318

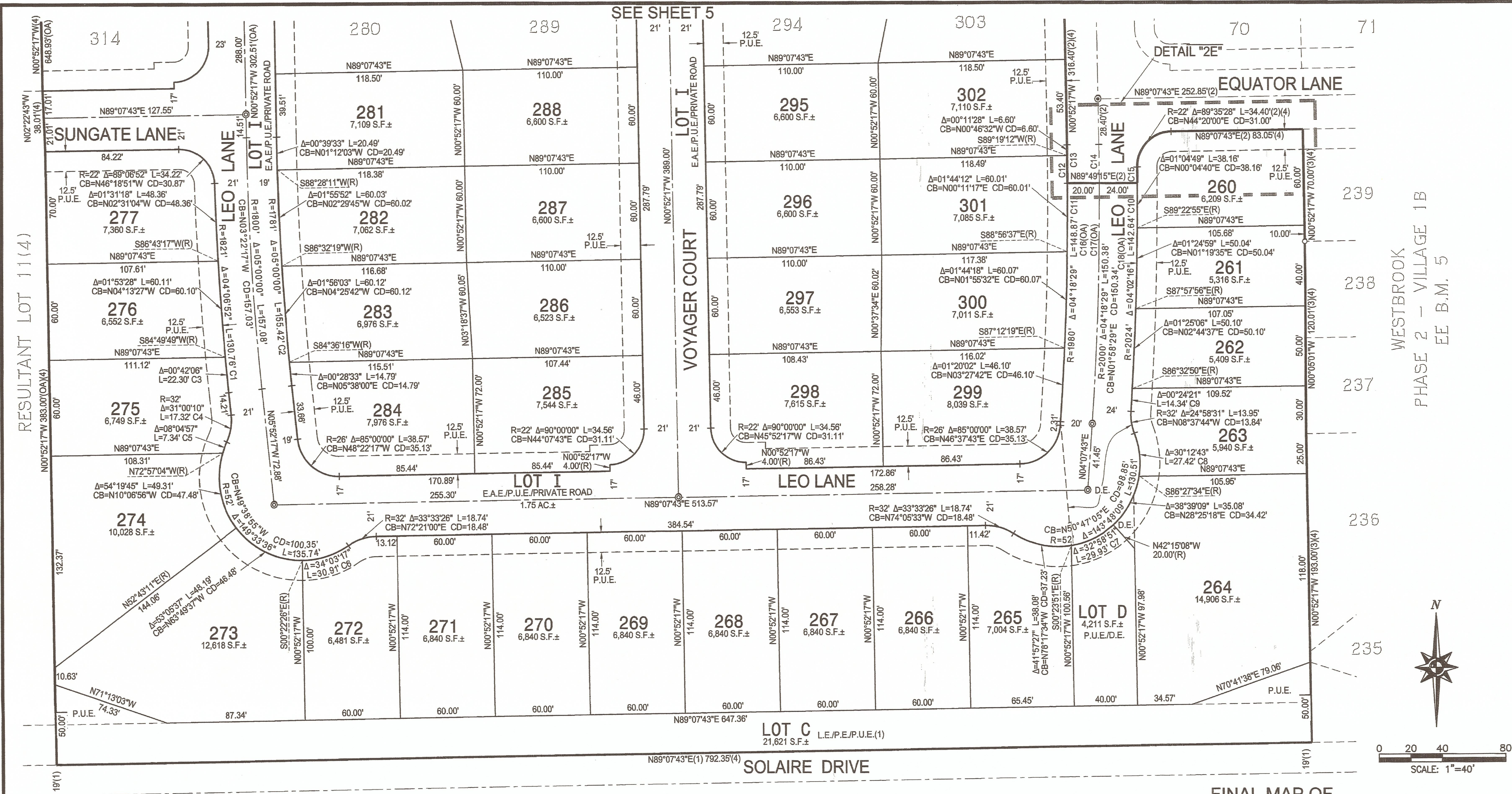
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TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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FEBRUARY 2019

Mackay & Somps
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1180

SHEET 5 OF 7 18437.LEN.V2A



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

CHORD TABLE			CURVE TABLE				
#	CHORD BEARING	CHORD LENGTH	#	RADIUS	DELTA	LENGTH	CHORD BEARING
C1	N03°48'51"W	130.74'	C12	1980'	00°30'03"	17.31'	N00°25'47"W
C2	N03°22'17"W	155.37'	C13	1980'	00°41'31"	23.92'	N00°31'31"W
C3	N05°31'14"W	22.30'	C14	2000'	00°41'31"	24.16'	N00°31'31"W
C4	N09°37'48"E	17.10'	C15	2024'	00°16'59"	10.00'	N00°19'15"W
C5	N21°05'25"E	7.33'	C16	1980'	05°00'00"	172.79'(OA)	N01°37'43"W
C6	N72°35'58"E	30.45'	C17	2000'	05°00'00"	174.48'(OA)	N01°37'43"W
C7	N64°14'18"E	29.52'	C18	2024'	04°19'16"	152.64'(OA)	N01°41'54"W
C8	N06°00'38"W	27.10'					
C9	N03°39'21"E	14.34'					
C10	N01°50'23"E	142.61'					
C11	N01°58'29"E	148.84'					

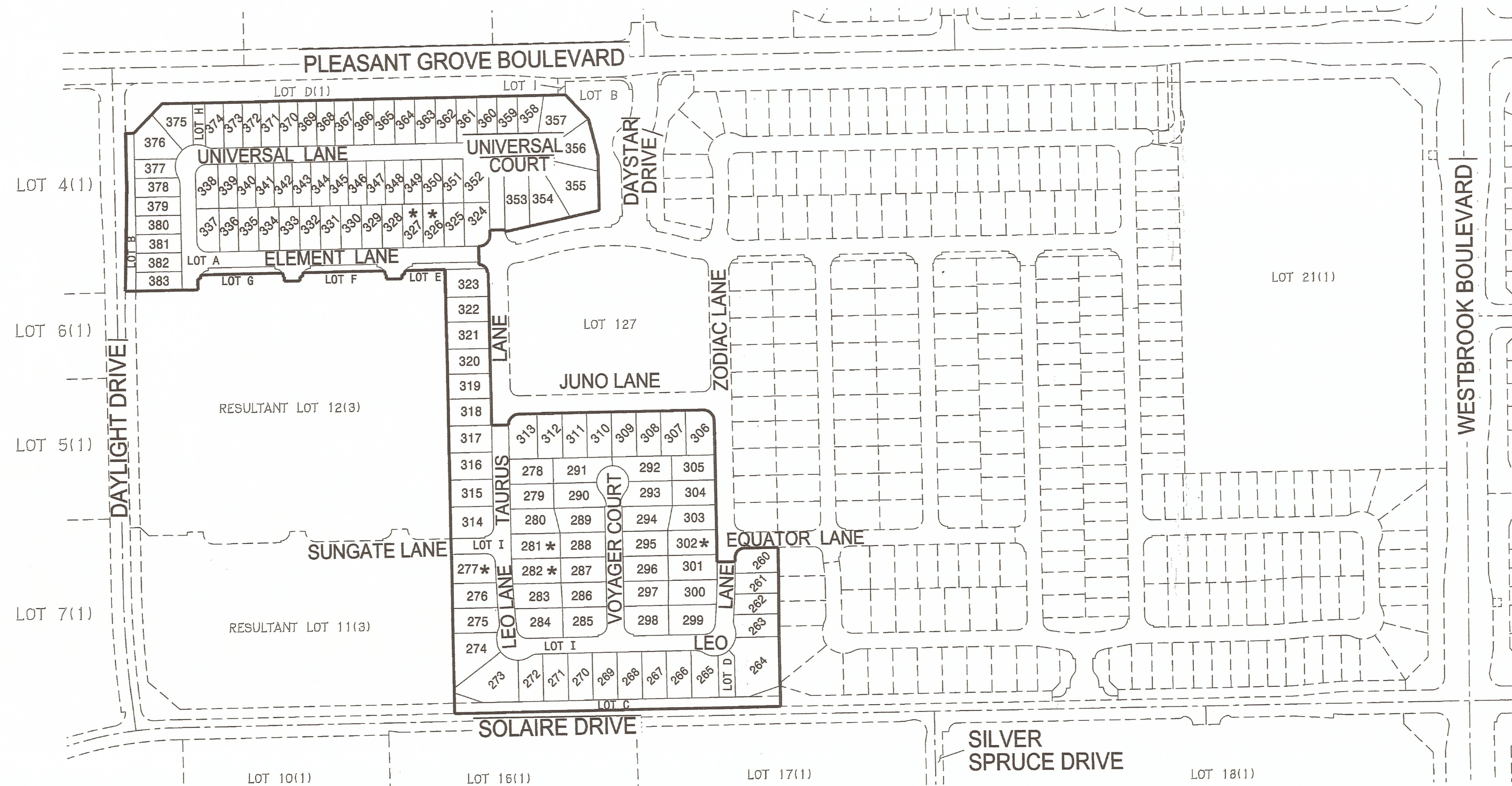
FINAL MAP OF
WESTBROOK - PHASE 2
VILLAGES 2A & 3A
SUBDIVISION No. PL13-0318

BEING A SUBDIVISION OF NEW RESULTANT LOT 13 AS DESCRIBED IN THAT CERTAIN GRANT DEED
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TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA
FEBRUARY 2019

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SHEET 6 OF 7 18437.LEN.V2A



0 100 200 400
SCALE: 1"=200'

**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.

REFERENCES:

- (1) DD MAPS 79

**FINAL MAP OF
WESTBROOK - PHASE 2
VILLAGES 2A & 3A
SUBDIVISION No. PL13-0318**

BEING A SUBDIVISION OF NEW RESULTANT LOT 13 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON DECEMBER 19, 2017 IN DOCUMENT NUMBER 2017-0101126 AND NEW RESULTANT LOT 15 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON NOVEMBER 25, 2017 IN DOCUMENT NUMBER 2017-0083577 OFFICIAL RECORDS OF PLACER COUNTY, SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

FEBRUARY 2019

Mackay & Soms
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SHEET 7 OF 7 18437.LEN.V2A



COUNCIL COMMUNICATION

CC #: 0450

File #: 0400-04-12-1

Title: Westbrook - Phase 2 Villages 2B & 3B - Notice of Completion

Contact: Andrew Druck 916-223-7577 adruck@roseville.ca.us

Meeting Date: 11/20/2019

Item #: 7.12.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution accepting Westbrook-Phase 2 Villages 2B & 3B, CWJ #180109, as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

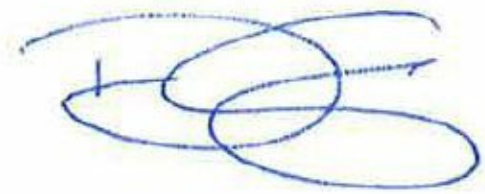
ENVIRONMENTAL REVIEW

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, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The Notice of Completion of Westbrook-Phase 2 Villages 2B & 3B meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Andrew Druck, Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-496

NOC

Ex A

final map

RESOLUTION NO. 19-496

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS **WESTBROOK-PHASE 2 VILLAGES 2B & 3B** PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

BE IT RESOLVED by the Council of the City of Roseville as follows:

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the AS **WESTBROOK-PHASE 2 VILLAGES 2B & 3B** is hereby approved and the public work accepted.
2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book **EE** of Maps, Page **50** is hereby accepted.
3. The City Engineer is hereby authorized and directed to execute said Notice 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 MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the _____ Project was completed and accepted by the City of Roseville on _____. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was _____.

The surety on said project was _____.

_____.

City of Roseville
Owner

ATTEST:

Sonia Orozco, City Clerk

State of California)
County of Placer)

I, _____, being first duly sworn, depose and say: I am the _____ of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

City of Roseville

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)

Subscribed and sworn to (or affirmed) before
me on this ____ day of _____,
20____, _____

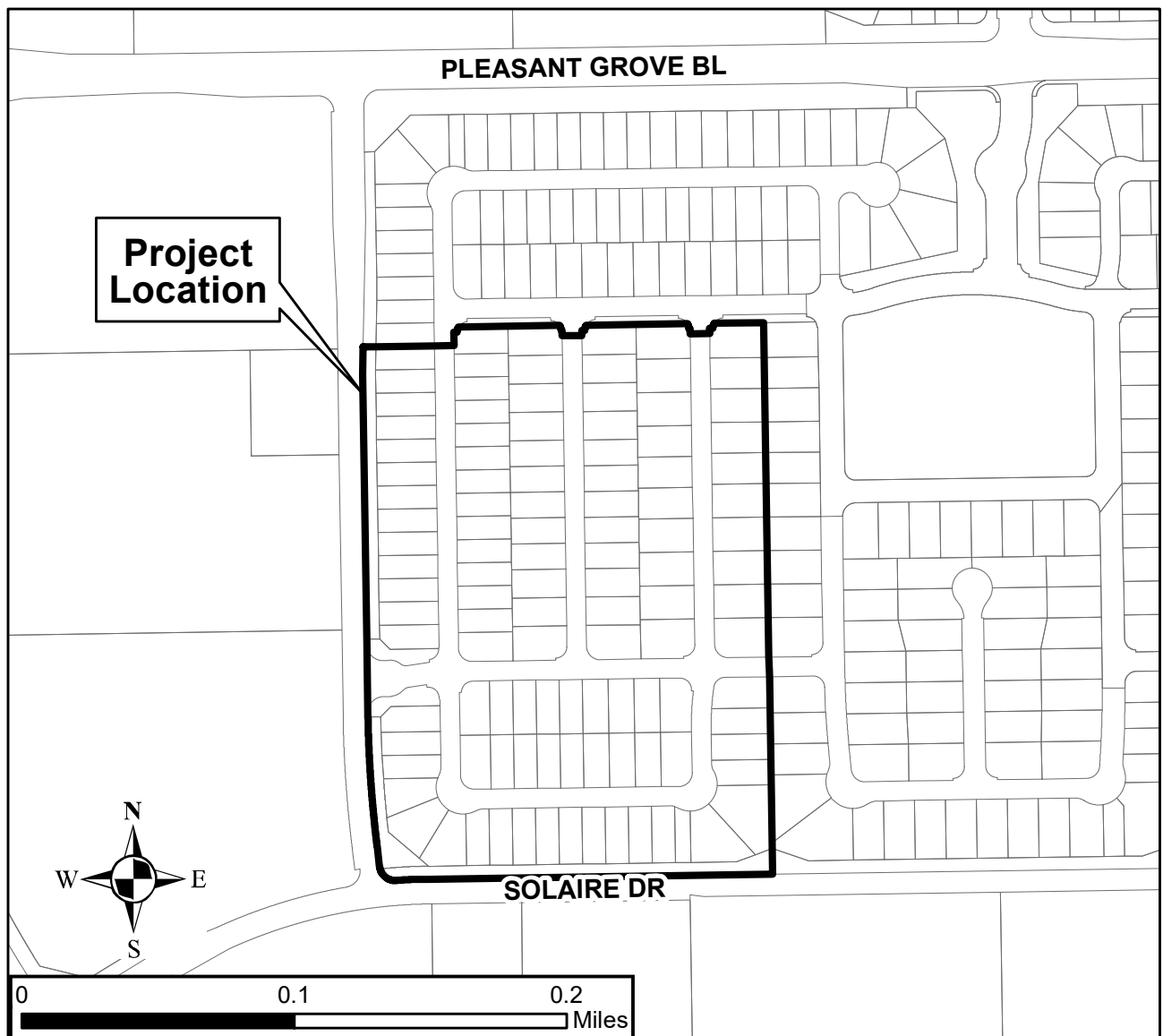
proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A

Westbrook Phase 2 Villages 2B and 3B



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "WESTBROOK - PHASE 2 VILLAGE 2B & 3B" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR PARTICULAR PURPOSES THE FOLLOWING:

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

- (A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS, ABOVE GROUND APPURTENANCES FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS A, B, C, D, E, F AND G AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO LOT A AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).
- (B) EMERGENCY ACCESS EASEMENTS FOR THE INGRESS AND EGRESS OF EMERGENCY SERVICE VEHICLES, ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AS LOT A (PRIVATE ROADS) FOR USE BY PUBLIC, CITY, COUNTY OR STATE AGENCIES IN RESPONSE TO LAW ENFORCEMENT, FIRE, MEDICAL OR EMERGENCIES CAUSED BY NATURAL DISASTERS, AS SHOWN HEREON AND DESIGNATED "E.A.E." (EMERGENCY ACCESS EASEMENT).

- (C) PUBLIC ACCESS EASEMENT FOR PUBLIC INGRESS AND EGRESS PURPOSES ON, OVER AND ACROSS THAT 17 FOOT WIDE STRIP OF LAND BETWEEN LOTS B AND C SHOWN HEREON AND DESIGNATED AS P.A.E. (PUBLIC ACCESS EASEMENT).

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

- (A) LOTS B, C AND D SHOWN HEREON TO THE CITY OF ROSEVILLE FOR LANDSCAPING PURPOSES AND AS PUBLIC RIGHT-OF-WAY.

LENNAR HOMES OF CALIFORNIA, INC.
A CALIFORNIA CORPORATION

BY: Larry Gualco

NAME: LARRY GUALCO

ITS: VICE PRESIDENT

BY: Robert Tummo

NAME: ROBERT TUMMOLO

ITS: 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 SACRAMENTO

ON FEBRUARY 14, 2019 BEFORE ME, ROSA CATANZARO, A NOTARY PUBLIC

PERSONALLY APPEARED LARRY GUALCO AND ROBERT TUMMOLO 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.

Rosa Catanzaro PRINTED NAME ROSA CATANZARO

SIGNATURE MY PRINCIPAL PLACE OF BUSINESS IS SACRAMENTO COUNTY

MY COMMISSION EXPIRES: APRIL 28, 2020 MY COMMISSION NUMBER: 2150978

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 _____

ON _____ BEFORE ME, _____, 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 AND OFFICIAL SEAL.

SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY

MY COMMISSION EXPIRES: _____ MY COMMISSION NUMBER: _____

SURVEYOR'S STATEMENT

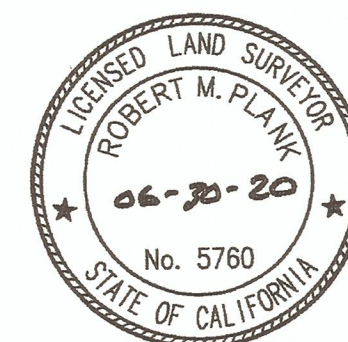
THIS FINAL MAP OF "WESTBROOK - PHASE 2 VILLAGE 2B & 3B" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF LENNAR HOMES OF CALIFORNIA, A CALIFORNIA CORPORATION AND WESTPARK S.V. 400, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN DECEMBER 2017. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND WILL BE SET BY DECEMBER 31, 2020 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

Robert M. Plank

ROBERT M. PLANK, PLS 5760
EXPIRATION DATE: JUNE 30, 2020

DATE: 02/14/19

**CITY ENGINEER'S STATEMENT**

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "WESTBROOK - PHASE 2 VILLAGE 2B & 3B" 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 DATE: 2/27/19

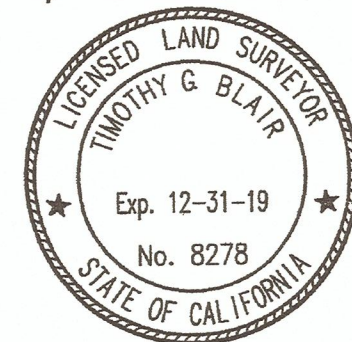
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2020

I HEREBY STATE THAT I AM SATISFIED WITH THIS FINAL MAP OF "WESTBROOK - PHASE 2 VILLAGE 2B & 3B" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

Timothy G. Blair DATE: 3/8/19

TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2019

**CITY CLERK'S STATEMENT**

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "WESTBROOK - PHASE 2 VILLAGE 2B & 3B", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, LOTS B, C & D AND THE EASEMENTS OFFERED HEREON FOR DEDICATION IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS.

Stenia Ornela
CITY CLERK, CITY OF ROSEVILLE

DATE: 3/11/19

BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 20th DAY OF March, 2019, AT 11:25A.M. IN BOOK EE OF MAPS, AT PAGE 50, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

Ryan Ronco DOCUMENT NO.: 2019-0016957

RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

BY: John FEE: \$ 98.00
DEPUTY

FINAL MAP OF
WESTBROOK - PHASE 2
VILLAGES 2B & 3B
SUBDIVISION No. PL13-0318

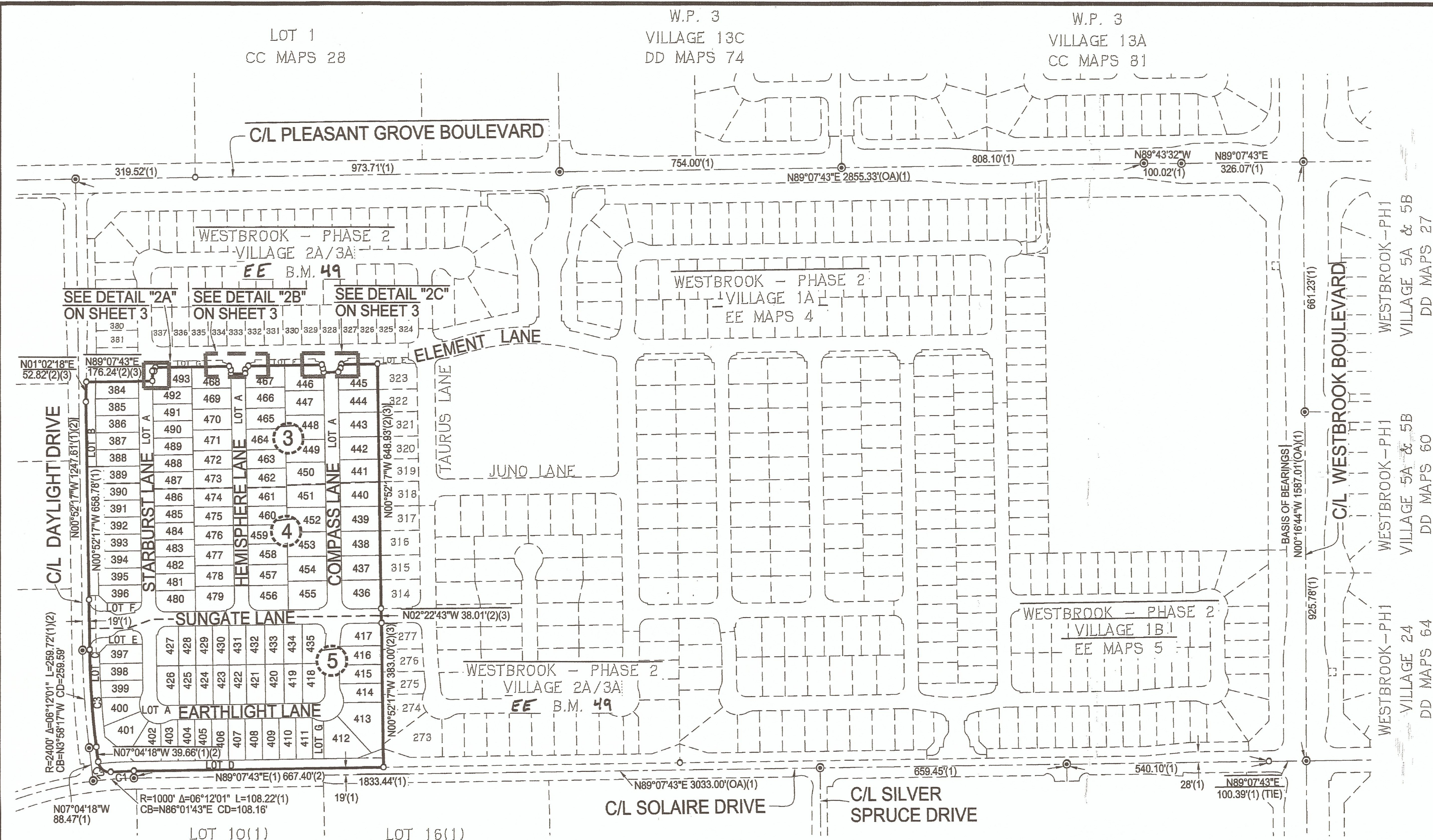
BEING A SUBDIVISION OF RESULTANT LOT 11 AND RESULTANT LOT 12 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON NOVEMBER 25, 2017 IN DOCUMENT NUMBER 2017-0083577, OFFICIAL RECORDS OF PLACER COUNTY, SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

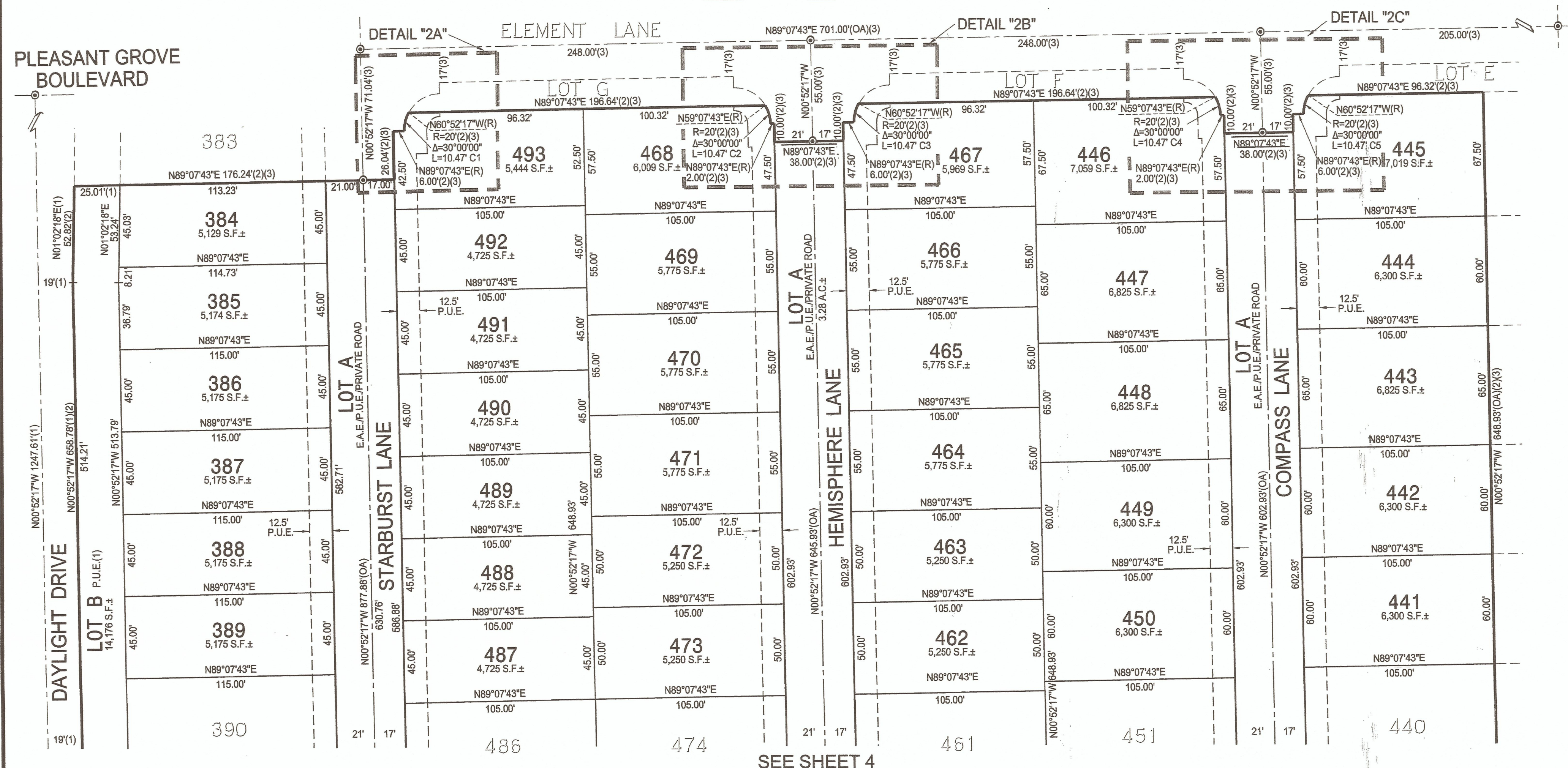
FEBRUARY 2019

Mackay & Somps
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SHEET 1 OF 6 18437.LEN.V2B



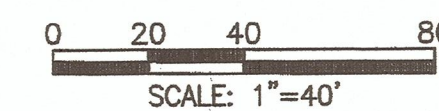
WESTBROOK PHASE 2
VILLAGE 2A/3A
EE B.M. 49



SEE SHEET 4

CHORD TABLE

#	CHORD BEARING	CHORD LENGTH
C1	N14°07'43"E	10.35'
C2	N15°52'17"W	10.35'
C3	N14°07'43"E	10.35'
C4	N15°52'17"W	10.35'
C5	N14°07'43"E	10.35'



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

FINAL MAP OF
WESTBROOK - PHASE 2
VILLAGES 2B & 3B
SUBDIVISION No. PL13-0318

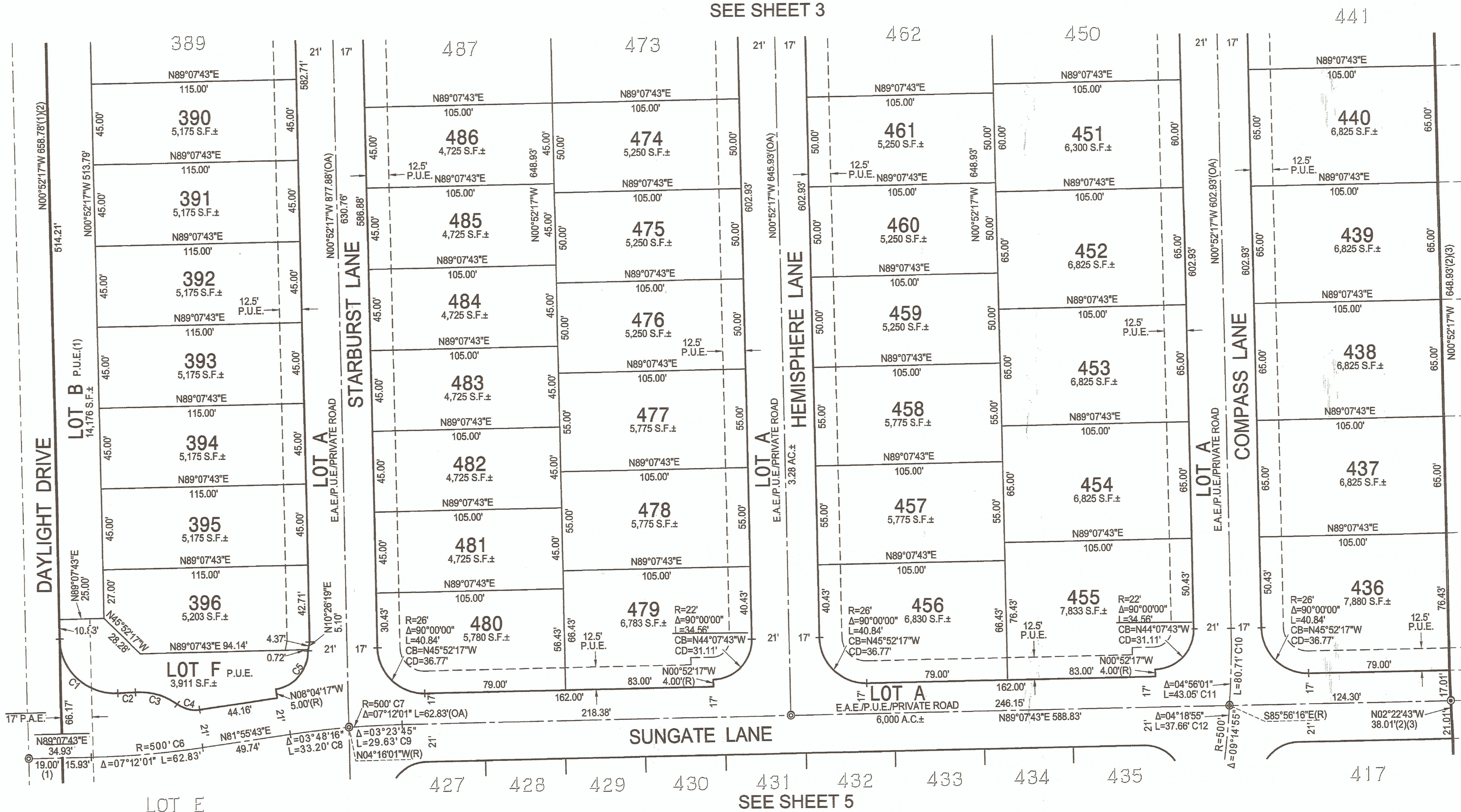
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FEBRUARY 2019

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SHEET 3 OF 6 18437.LEN.V2B



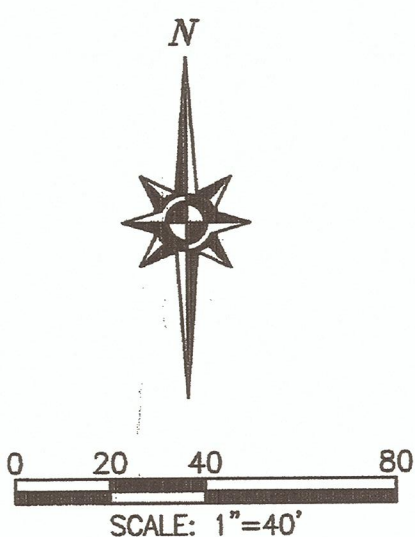
WESTBROOK PHASE 2
VILLAGE 2A/3A
EE B.M. 49

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	31'	91°37'06"	49.57'	N46°40'49"W	44.46'
C2	465'	01°13'56"	10.00'	N86°53'40"E	10.00'
C3	35'	40°25'38"	24.70'	N73°30'29"W	24.19'
C4	17'	44°46'38"	13.29'	N75°40'59"W	12.95'
C5	21'	82°47'59"	30.35'	N40°31'43"E	27.78'

CHORD TABLE

#	CHORD BEARING	CHORD LENGTH
C6	N85°31'43"E	62.79'
C7	N85°31'43"E	62.79'
C8	N83°49'51"E	33.19'
C9	N87°25'51"E	29.63'
C10	N03°45'11"E	80.62'
C11	N01°35'44"E	43.04'
C12	N06°13'12"E	37.65'



FINAL MAP OF
WESTBROOK - PHASE 2
VILLAGES 2B & 3B
SUBDIVISION No. PL13-0318

BEING A SUBDIVISION OF RESULTANT LOT 11 AND RESULTANT LOT 12 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON NOVEMBER 25, 2017 IN DOCUMENT NUMBER 2017-0083577, OFFICIAL RECORDS OF PLACER COUNTY, SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

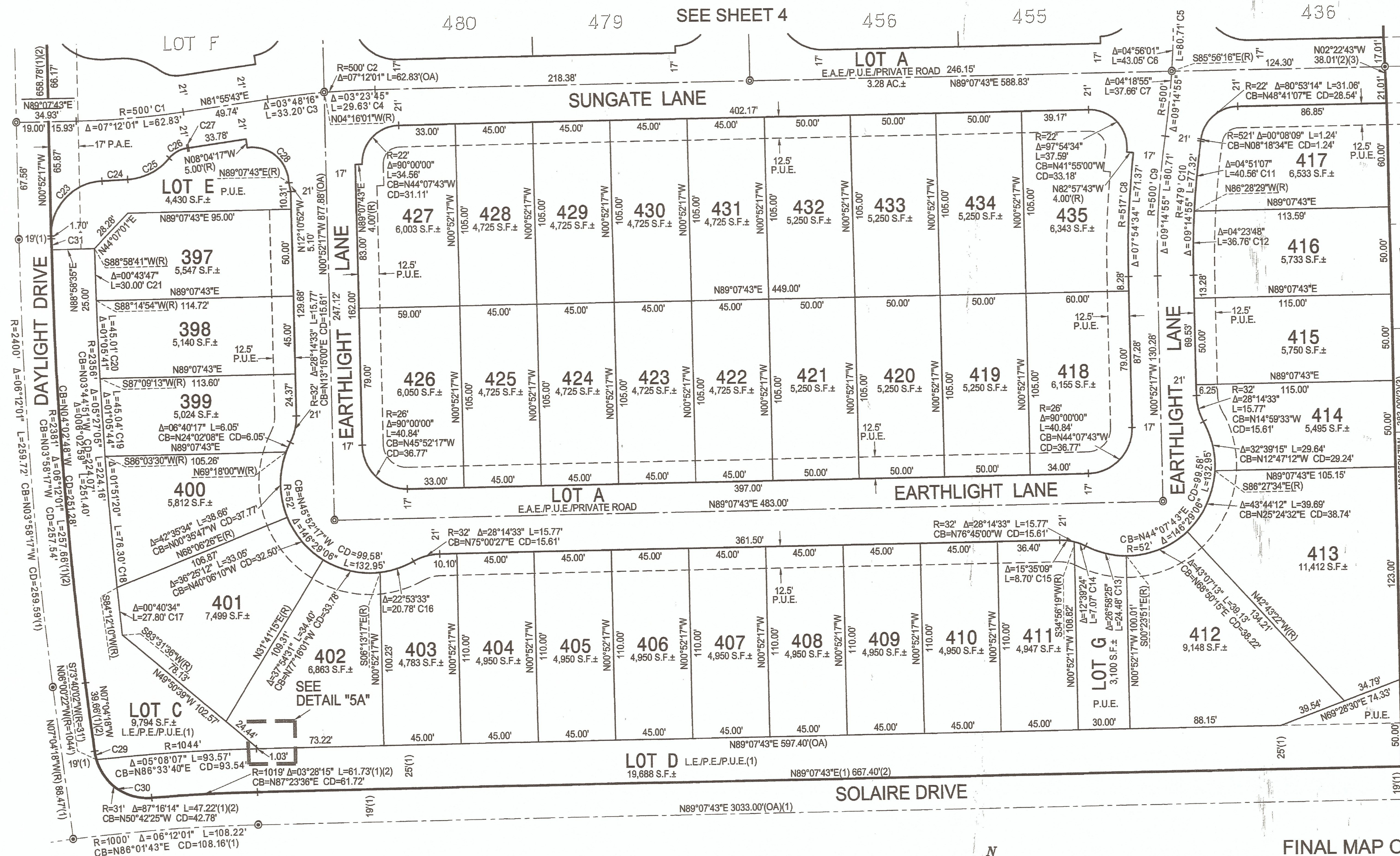
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FEBRUARY 2019

Mackay & Somp
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SHEET 4 OF 6 18437.LEN.V2B

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



WESTBROOK PHASE 2
VILLAGE 2A/3A
EE B.M. 49

CHORD TABLE

#	CHORD BEARING	CHORD LENGTH
C1	N85°31'43"E	62.79'
C2	N85°31'43"E	62.79'
C3	N83°49'51"E	33.19'
C4	N87°25'51"E	29.63'
C5	N03°45'11"E	80.62'
C6	N01°35'44"E	43.04'
C7	N06°13'12"E	37.65'
C8	N03°05'00"E	71.31'
C9	N03°45'11"E	80.62'
C10	N03°45'11"E	77.24'
C11	N05°57'05"E	40.55'
C12	N01°19'37"E	36.75'
C13	N76°06'56"W	24.26'
C14	N68°57'26"W	7.05'
C15	N83°04'42"W	8.68'
C16	N72°19'57"E	20.64'
C17	N06°08'07"W	27.80'
C18	N04°52'10"W	76.29'
C19	N03°23'38"W	45.04'
C20	N02°17'56"W	45.01'
C21	N01°23'12"W	30.00'
C22	N00°33'20"W	38.35'
C23	N06°13'12"E	37.65'
C24	N06°13'12"E	37.65'

CURVE TABLE

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C23	31'	88°45'33"	48.02'	N43°30'30"E	43.36'
C24	535'	01°36'35"	15.03'	N87°04'59"E	15.03'
C25	35'	45°36'51"	27.86'	N63°28'16"E	27.13'
C26	17'	41°21'13"	12.27'	N61°20'27"E	12.01'
C27	521'	00°05'21"	0.81'	N81°58'23"E	0.81'
C28	21'	97°12'01"	35.63'	N49°28'17"W	31.50'
C29	31'	09°15'42"	5.01'	N11°42'09"W	5.01'
C30	31'	78°00'33"	42.21'	N55°20'16"W	39.02'
C31	2381'	00°09'03"	6.26'	N00°56'48"W	6.26'



0 20 40 80
SCALE: 1"=40'

FINAL MAP OF
WESTBROOK - PHASE 2
VILLAGES 2B & 3B
SUBDIVISION No. PL13-0318

BEING A SUBDIVISION OF RESULTANT LOT 11 AND RESULTANT LOT 12 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON NOVEMBER 25, 2017 IN DOCUMENT NUMBER 2017-0083577, OFFICIAL RECORDS OF PLACER COUNTY, SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

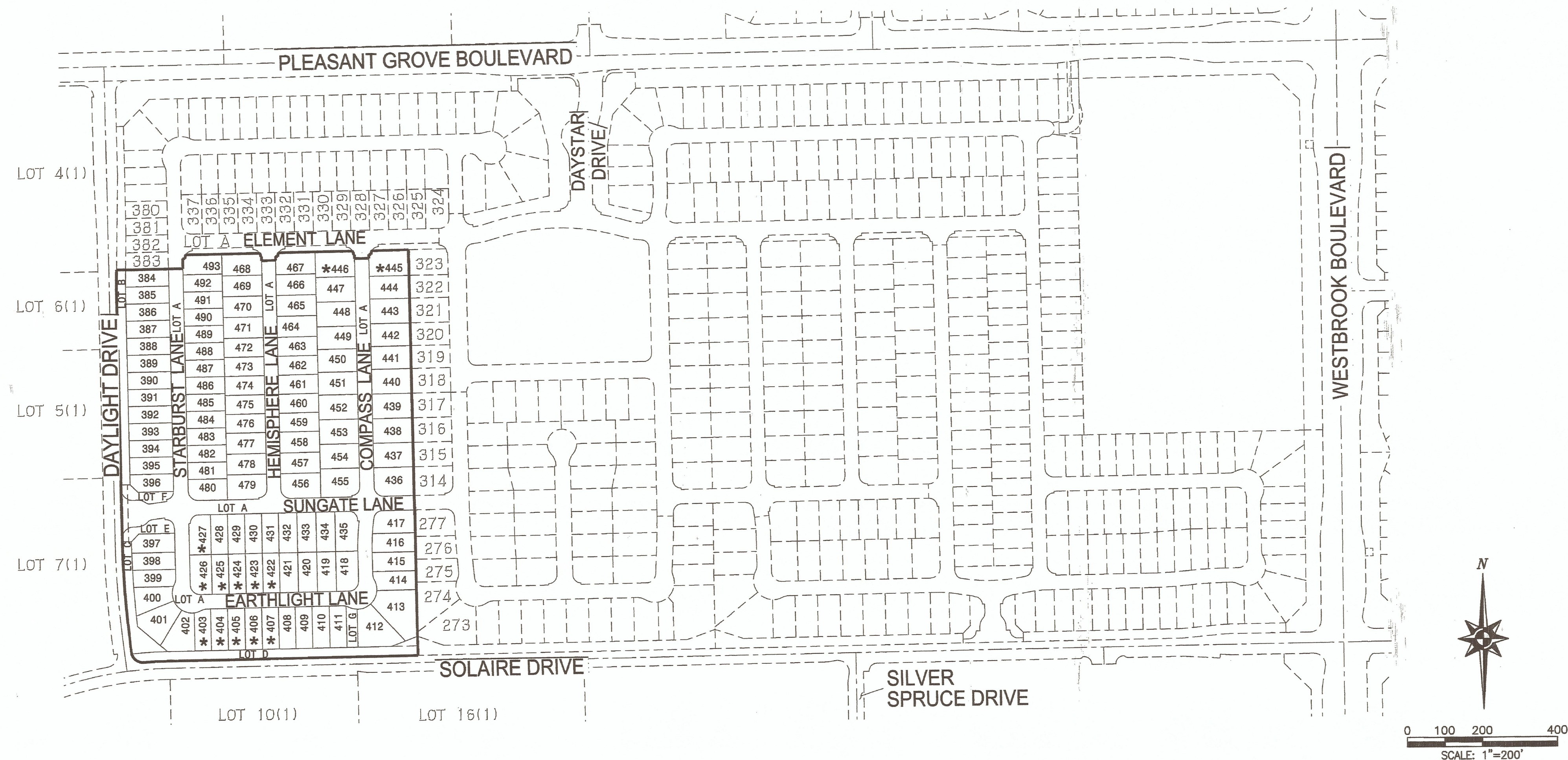
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FEBRUARY 2019

Mackay & Somp
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SHEET 5 OF 6 18437.LEN.V2B

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



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 WESTBROOK - PHASE 2 VILLAGES 2B & 3B SUBDIVISION No. PL13-0318

BEING A SUBDIVISION OF RESULTANT LOT 11 AND RESULTANT LOT 12 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON NOVEMBER 25, 2017 IN DOCUMENT NUMBER 2017-0083577, OFFICIAL RECORDS OF PLACER COUNTY, SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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FEBRUARY 2019

Mackay & Somp
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SHEET 6 OF 6 18437.LEN.V2B



COUNCIL COMMUNICATION

CC #: 0448

File #: 0400-04-12-1

Title: Westbrook - Phase 2 & 3 - Notice of Completion
Contact: Andrew Druck 916-223-7577 adruck@roseville.ca.us

Meeting Date: 11/20/2019

Item #: 7.13.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Westbrook-Phase 2 & 3, CWJ#180100, as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

The Engineering Division has made a final inspection of the above project and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications.

FISCAL IMPACT

The actions requested as part of this action have no impact to the City's General Fund. Construction costs were paid by the developer.

ECONOMIC DEVELOPMENT / JOBS CREATED

Accepting the project as complete will not directly create jobs but rather maintain current employee levels of the developer until such a time the project is fully built out.

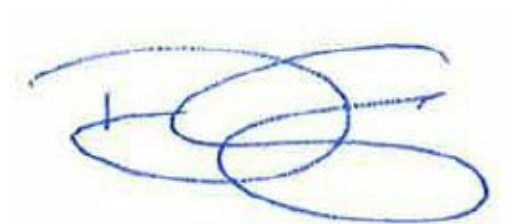
ENVIRONMENTAL REVIEW

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 Guideline 15061(b)(3)). Accepting the Notice of Completion for the WestBrook-Phase 2 & 3 project does not include the potential for a significant environmental effect and therefore is not subject to CEQA.

Respectfully Submitted,

Andrew Druck, Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-494

NOC

exhibit a

final map

RESOLUTION NO. 19-494

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS **WESTBROOK-PHASE 2 & 3** PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

BE IT RESOLVED by the Council of the City of Roseville as follows:

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the AS **WESTBROOK-PHASE 2 & 3** is hereby approved and the public work accepted.
2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book **DD** of Maps, Page **79** is hereby accepted.
3. The City Engineer is hereby authorized and directed to execute said Notice 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 MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the
Westbrook Phase 2 & 3 Project was completed and
accepted by the City of Roseville on _____. The location is
situated in the City of Roseville, County of Placer, State of California and is indicated on the
attached map, marked as Exhibit "A" and incorporated herein by this reference. The real
property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA
95678.

The direct/general contractor on said project was M.P.I.

The surety on said project was as described in the acquisition agreement that stipulates the city
will return 5% project value amount for the duration of the warranty period for one year .

Marc Stout
City Engineer
City of Roseville
Owner

ATTEST:

Sonia Orozco, City Clerk

State of California)
County of Placer)

I, Marc Stout , being first duly sworn, depose and say: I am the
 City Engineer of the City of Roseville, a municipal corporation in the State
of California, owner of the property described in the above Notice. I am duly authorized to make this
verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know
its contents and the facts stated therein are true.

Marc Stout
City Engineer
City of Roseville

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.
--

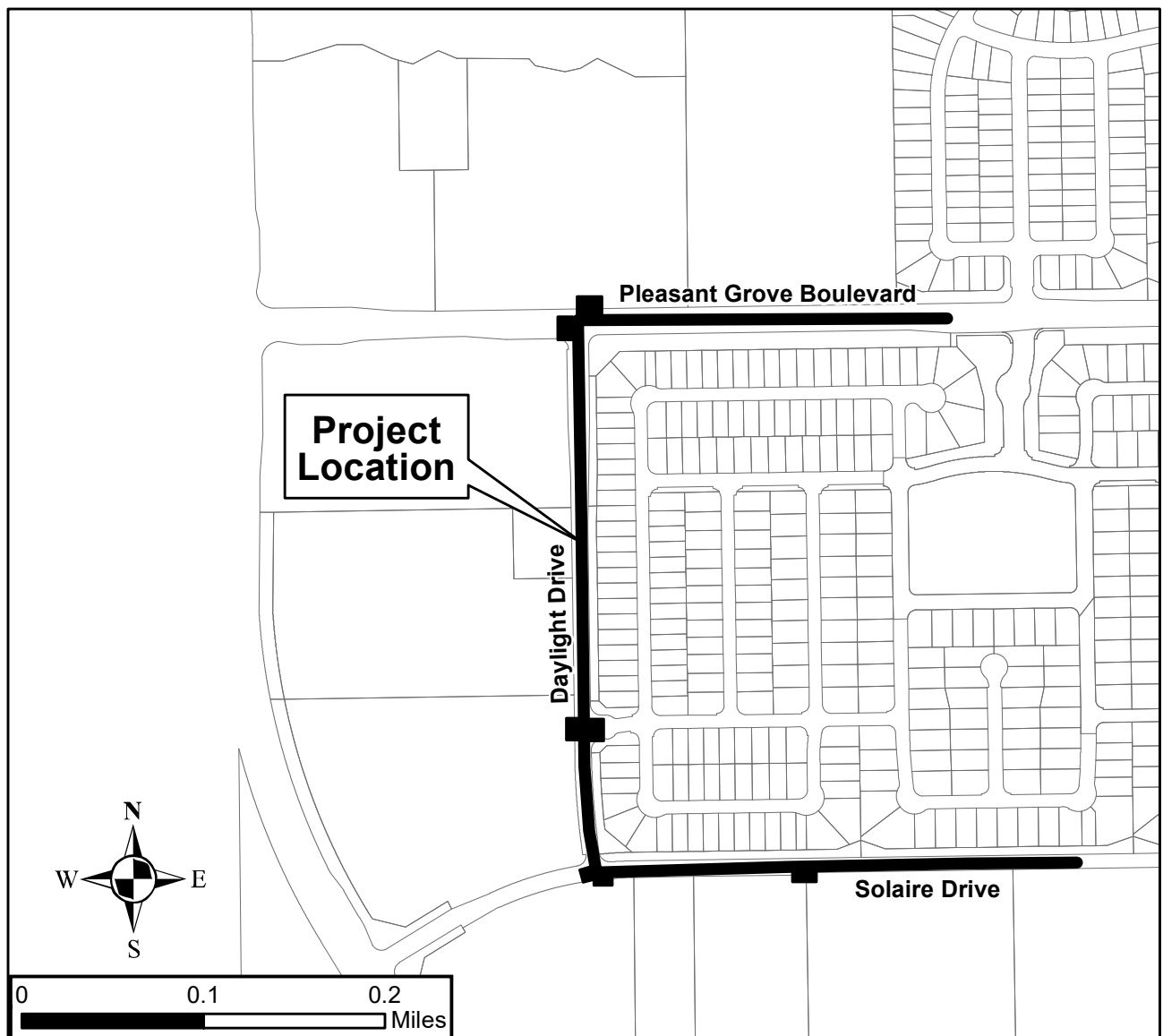
State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before
me on this ____ day of _____,
20____, Marc Stout
proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A
Westbrook Phase 2/3
Pleasant Grove Boulevard Segment 2,
Solaire Drive Segments 2 and 3,
and Daylight Drive Segments 1, 2, and 3



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "WESTBROOK - PHASES 2 & 3 LARGE LOT SUBDIVISION" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE TO PARTICULAR PURPOSES THE FOLLOWING:

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

- (A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHT OF WAY AND LOTS A, B, C, D, E, F, G & H AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).
- (B) PUBLIC EASEMENT FOR PEDESTRIAN INGRESS AND EGRESS, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, ON, OVER AND ACROSS LOT 1 SHOWN HEREON AND DESIGNATED "PUBLIC ACCESS EASEMENT".
- (C) PUBLIC DRAINAGE EASEMENT FOR THE INSTALLATION, MAINTENANCE AND REPAIR OF DRAINAGE FACILITIES AND FOR THE OVERLAND RELEASE OF STORM WATER ON, OVER, UNDER AND ACROSS THE AREA SHOWN HEREON AND DESIGNATED "D.E." (DRAINAGE EASEMENT).
- (D) EMERGENCY VEHICLE ACCESS EASEMENT FOR INGRESS/EGRESS AND USE BY THE PUBLIC, CITY, COUNTY OR STATE AGENCIES ON, OVER AND ACROSS THAT CERTAIN STRIP OF LAND SHOWN HEREON DESIGNATED "E.V.A." (EMERGENCY VEHICLE ACCESS).
- (E) PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF UNDERGROUND WATER PIPELINES TOGETHER WITH ANY AND ALL APPURTENANCES THERETO ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "W.L.E." (WATERLINE EASEMENT).
- (F) PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A BUS SHELTER TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THAT STRIP OF LAND SHOWN HEREON AND DESIGNATED "BUS SHELTER EASEMENT".

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

- (A) AS PUBLIC RIGHT OF WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS PLEASANT GROVE BOULEVARD, SANTUCCI BOULEVARD, DAYLIGHT DRIVE, SOLAIRE DRIVE, SILVER SPRUCE DRIVE AND LOTS A, B, C, D, E, F, G & H.
- (B) LOT 6 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A SANITARY SEWER LIFT STATION.
- (C) LOTS 2 & 16 SHOWN HEREON TO THE CITY OF ROSEVILLE FOR A PARK.
- (D) LOT 17 SHOWN HEREON IS HEREBY RESERVED TO BE DEDICATED IN THE FUTURE AS A SCHOOL SITE.

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

- (A) PRIVATE EASEMENT FOR PEDESTRIAN INGRESS AND EGRESS, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, ON, OVER AND ACROSS LOT 14 SHOWN HEREON AND DESIGNATED "PRIVATE ACCESS EASEMENT".

WESTPARK S.V. 400, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: Jeff Jones
JEFF JONES
ITS MANAGER

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 SS
COUNTY OF Placer
ON THE 18th DAY OF October, 2016, BEFORE ME, Sandra Lessard
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, 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/IT/ THEY EXECUTED THE SAME IN HIS/HER/IT/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/IT/ 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: Sandra Lessard
PRINTED NAME: SANDRA LESSARD Lessard

MY PRINCIPAL PLACE OF BUSINESS IS THE
COUNTY OF: Placer

MY COMMISSION EXPIRES: 10/18/2020

MY COMMISSION NO.: 2165215

CITY ENGINEER'S STATEMENT

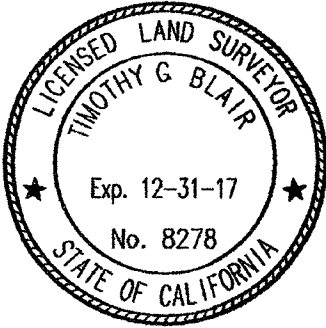
I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "WESTBROOK - PHASES 2 & 3 LARGE LOT SUBDIVISION" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

Marc Stout DATE: 10/19/16
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2018

I HEREBY STATE THAT I AM SATISFIED THIS THIS FINAL MAP OF "WESTBROOK - PHASES 2 & 3 LARGE LOT SUBDIVISION" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

Timothy G. Blair DATE: 10/26/16
TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2017



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "WESTBROOK - PHASES 2 & 3 LARGE LOT SUBDIVISION", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, THE EASEMENTS OFFERED HEREON FOR DEDICATION IN ACCORDANCE WITH THE TERMS OF THAT OFFER. THE CITY COUNCIL REJECTS AT THIS TIME, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ON BEHALF OF THE PUBLIC ALL IRREVOCABLE OFFERS OF DEDICATION IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS AND DOES ALSO HEREBY APPROVE THE ABANDONMENT OF THE EASEMENTS AND RIGHT OF WAY LISTED HEREON WITH NOTE 3 ON SHEET 2.

CITY CLERK, CITY OF ROSEVILLE
DATE: 11/17/16
BY: [Signature]
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 8th DAY OF December, 2016, AT 15:01 P.M. IN BOOK DD OF MAPS, AT PAGE 79, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

Ryan Ronco DOCUMENT NO.: 2016 - 0108719
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

BY: [Signature] FEE: \$ 35.00
DEPUTY

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "WESTBROOK - PHASES 2 & 3 LARGE LOT SUBDIVISION" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF WESTPARK S.V. 400, LLC, IN MARCH 2016. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND WILL BE SET BY DECEMBER 31, 2018 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

Craig E. Spiess
CRAIG E. SPIESS, PLS 7944
EXPIRATION DATE: DECEMBER 31, 2017
DATE: 10/17/16



FINAL MAP OF
WESTBROOK - PHASES 2 & 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL13-0318

BEING A SUBDIVISION OF LOTS 10 AND 11 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "WESTBROOK - PHASE 1 LARGE LOT SUBDIVISION" FILED FOR RECORD ON JUNE 27, 2014 IN BOOK CC OF MAPS, AT PAGE 85, PLACER COUNTY RECORDS, SECTIONS 26 AND 27, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

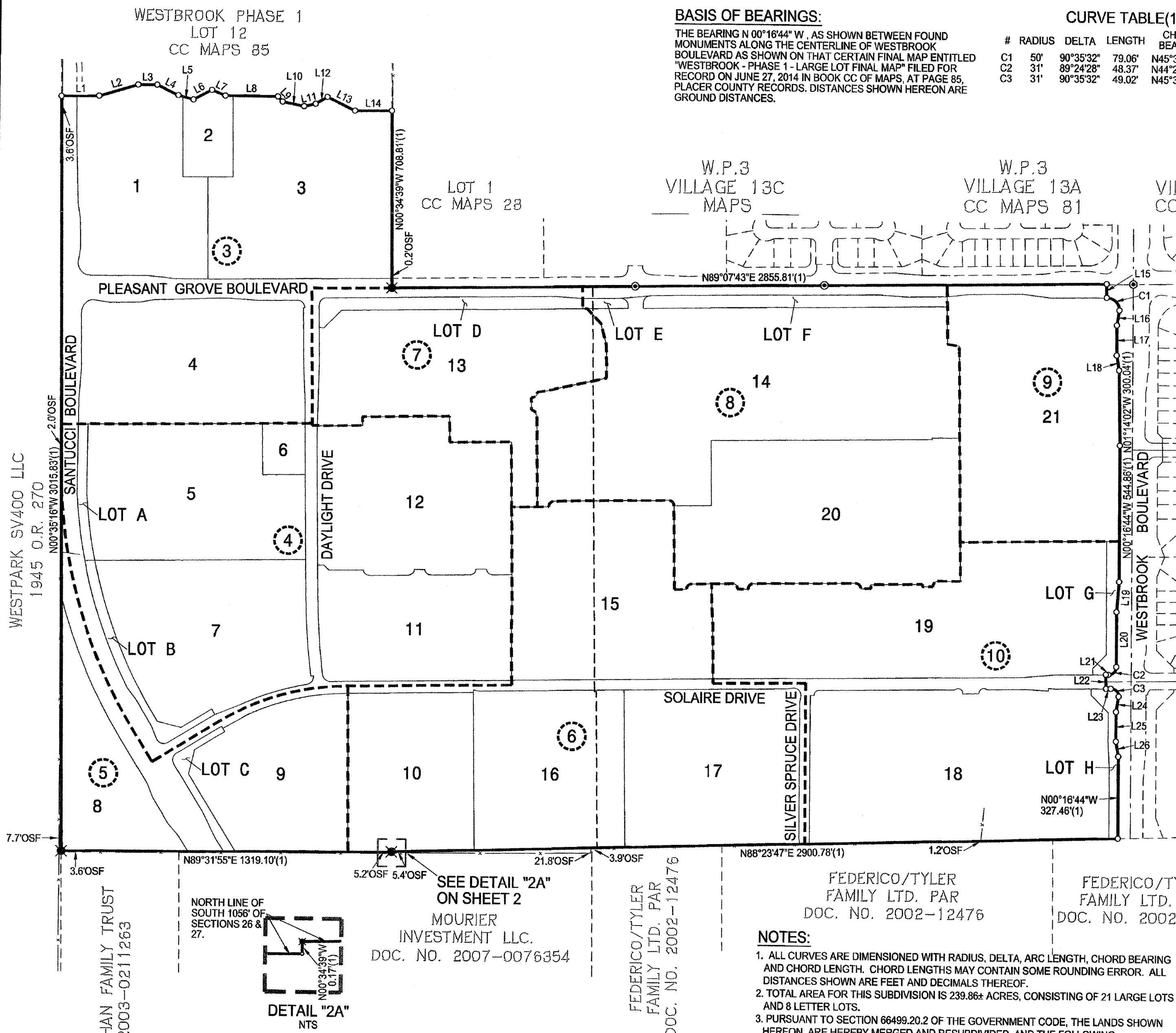
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

Mackay & Somps
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

NOVEMBER 2016

SHEET 1 OF 10 18437.000

302 - 820



BASIS OF BEARINGS:

THE BEARING N 00°16'44" W, AS SHOWN BETWEEN FOUND MONUMENTS ALONG THE CENTERLINE OF WESTBROOK BOULEVARD AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "WESTBROOK - PHASE 1 - LARGE LOT FINAL MAP" FILED FOR RECORD ON JUNE 27, 2014 IN BOOK CC OF MAPS, AT PAGE 85, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

CURVE TABLE(1)

#	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	50'	90°35'32"	79.06'	N45°34'30"W	71.08'
C2	31'	89°24'28"	48.37'	N44°25'30"E	43.61'
C3	31'	90°35'32"	49.02'	N45°34'30"W	44.07'

LINE TABLE(1)

#	BEARING	LENGTH
L1	N89°24'44"E	151.00'
L2	N73°14'35"E	181.81'
L3	N89°44'41"E	75.51'
L4	N64°58'29"W	95.30'
L5	N74°46'52"W	61.92'
L6	N62°09'41"E	83.20'
L7	N67°23'18"W	57.49'
L8	N89°36'45"W	210.85'
L9	N42°30'43"W	27.63'
L10	N78°29'41"W	87.21'
L11	N77°30'39"E	47.27'
L12	N59°12'30"E	55.89'
L13	N69°53'17"W	122.23'
L14	N89°25'21"E	147.28'
L15	N00°52'17"W(R)	55.00'
L16	N09°11'00"E	60.83'
L17	N00°16'44"W	120.00'
L18	N09°44'29"W	60.83'
L19	N04°29'05"E	120.42'
L20	N00°16'44"W	220.00'
L21	N89°07'43"E	10.00'
L22	N00°52'17"W	58.00'
L23	N89°07'43"E	18.78'
L24	N09°02'29"E	61.75'
L25	N00°16'44"W	118.34'
L26	N09°44'29"W	60.83'

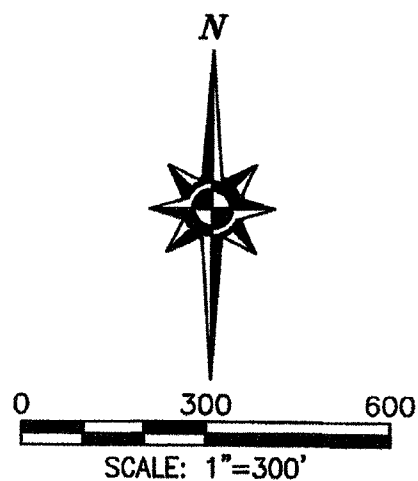
LEGEND

- FOUND 5/8" REBAR W/ PLASTIC CAP MARKED "LS 4533" PER (1)
- FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944" PER (1)
- SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"
- DIMENSION POINT (NOTHING FOUND OR SET)
- FENCE LINE
- AC. ACRES
- BNDY BOUNDARY
- C CENTERLINE
- D.E. DRAINAGE EASEMENT
- DOC. No. DOCUMENT NUMBER (PLACER COUNTY RECORDS)
- E.V.A. EMERGENCY VEHICLE ACCESS
- I.O.D. IRREVOCABLE OFFER OF DEDICATION
- OSF OFF-SET FROM FENCE, ARROW POINTS FROM FENCE TO PROPERTY LINE
- (OA) OVERALL
- O.R. OFFICIAL RECORDS
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL BEARING
- R.O.W. RIGHT OF WAY
- S.F. SQUARE FEET
- S.L.T.M. SMALL LOT TENTATIVE MAP
- L.L.T.M. LARGE LOT TENTATIVE MAP
- W.L.E. WATER LINE EASEMENT
- W.P.3 WESTPARK PHASE 3
- () DENOTES RECORD INFORMATION
- (1) SHEET INDEX

REFERENCES:

- (1) CC MAPS 85

LARGE LOT #	L.L.T.M. PLAN #	S.L.T.M. PLAN #
LOT 1	WB-30	-
LOT 2	WB-52	-
LOT 3	WB-31	-
LOT 4	WB-41	-
LOT 5	WB-20	-
LOT 6	WB-62	-
LOT 7	WB-21	-
LOT 8	WB-32	-
LOT 9	WB-22	-
LOT 10	WB-23	-
LOT 11	WB-2B	WB-2B
LOT 12	WB-3B	WB-3B
LOT 13	WB-3A	WB-3A
LOT 14	WB-1A	WB-1A
LOT 15	WB-2A	WB-2A
LOT 16	WB-50	-
LOT 17	WB-60	-
LOT 18	WB-4	WB-4
LOT 19	WB-1C	WB-1C
LOT 20	WB-1B	WB-1B
LOT 21	WB-42	-



FINAL MAP OF
WESTBROOK - PHASES 2 & 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL13-0318

BEING A SUBDIVISION OF LOTS 10 AND 11 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "WESTBROOK - PHASE 1 LARGE LOT SUBDIVISION" FILED FOR RECORD ON JUNE 27, 2014 IN BOOK CC OF MAPS, AT PAGE 85, PLACER COUNTY RECORDS, SECTIONS 26 AND 27, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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NOVEMBER 2016

Mackay & Somp
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SHEET 2 OF 10 18437.000

NOTES:

- ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR. ALL DISTANCES SHOWN ARE FEET AND DECIMALS THEREOF.
- TOTAL AREA FOR THIS SUBDIVISION IS 239.86± ACRES, CONSISTING OF 21 LARGE LOTS AND 8 LETTER LOTS.
- PURSUANT TO SECTION 66499.20.2 OF THE GOVERNMENT CODE, THE LANDS SHOWN HEREON, ARE HEREBY MERGED AND RESUBDIVIDED, AND THE FOLLOWING RIGHTS-OF-WAY ARE HEREBY ABANDONED:
 - THE VARIABLE WIDTH PUBLIC UTILITY EASEMENTS OVER LOTS 10 AND 11 DEDICATED WITH THAT CERTAIN FINAL MAP ENTITLED "WESTBROOK-PHASE 1 LARGE LOT SUBDIVISION", FILED FOR RECORD ON JUNE 27, 2014 IN BOOK CC OF MAPS, AT PAGE 85 PLACER COUNTY RECORDS.
 - THE IRREVOCABLE OFFER OF DEDICATION OF RIGHTS OF WAY SHOWN AS PLEASANT GROVE BOULEVARD AND SANTUCCI BOULEVARD OVER LOTS 10 AND 11 DEDICATED WITH THAT CERTAIN FINAL MAP ENTITLED "WESTBROOK-PHASE 1 LARGE LOT SUBDIVISION", FILED FOR RECORD ON JUNE 27, 2014 IN BOOK CC OF MAPS, AT PAGE 85 PLACER COUNTY RECORDS.

DETAIL "2A"
NTS

SEE DETAIL "2A"
ON SHEET 2
MOURIER
INVESTMENT LLC.
DOC. NO. 2007-0076354

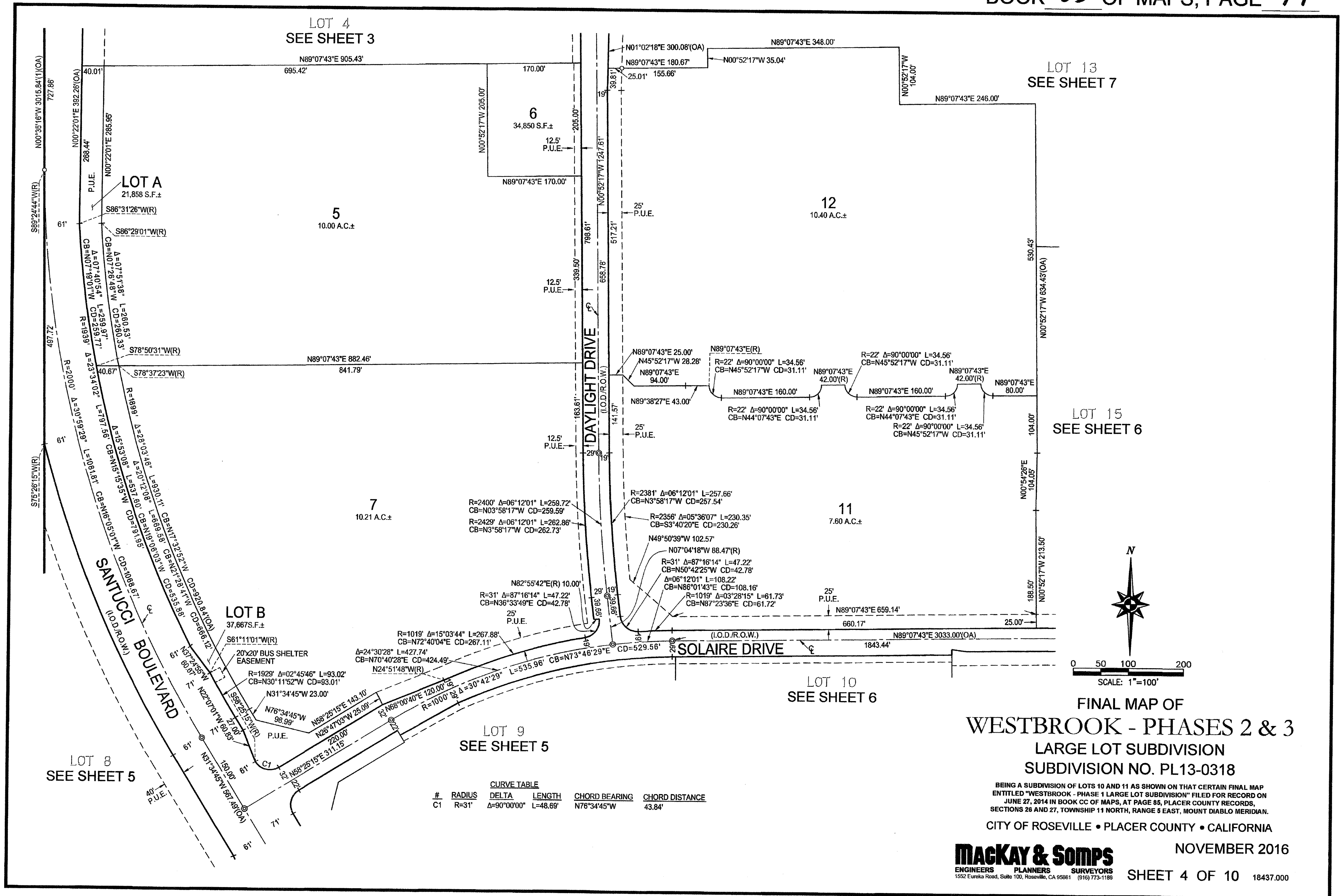
FEDERICO/TYLER
FAMILY LTD. PAR
DOC. NO. 2002-12476

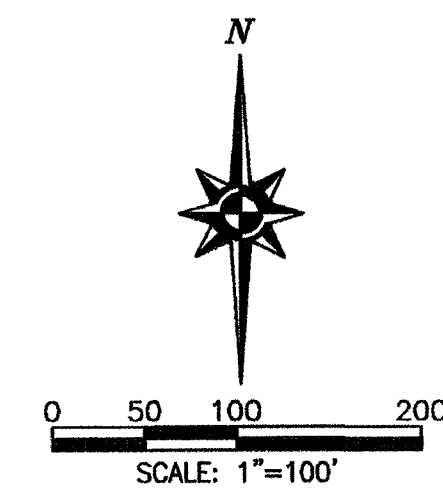
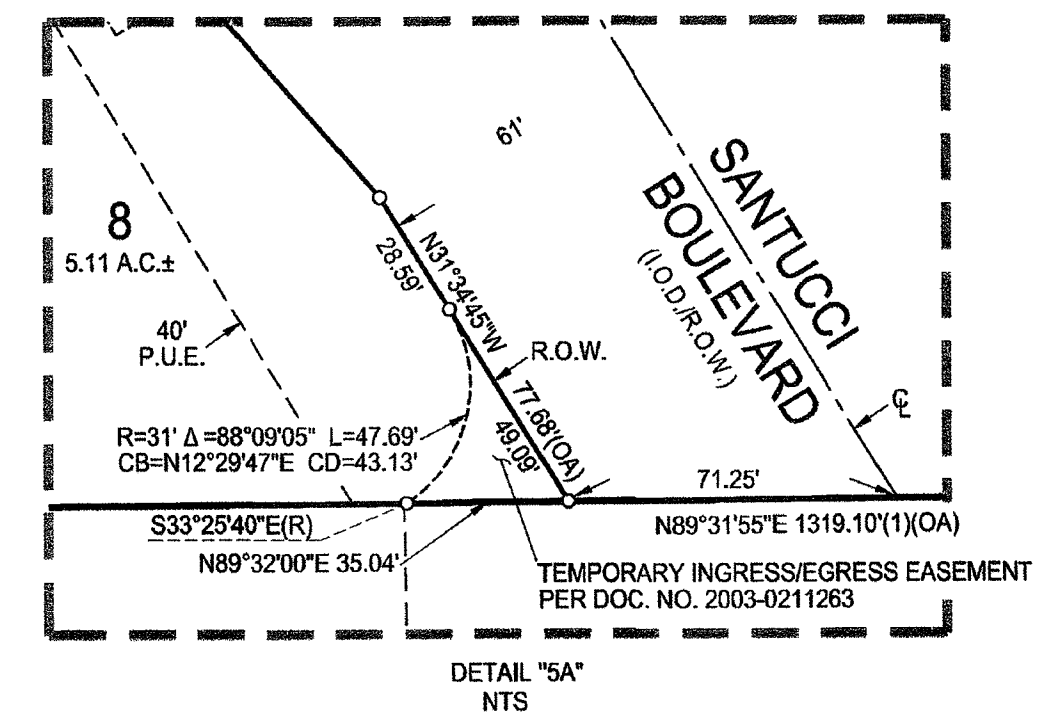
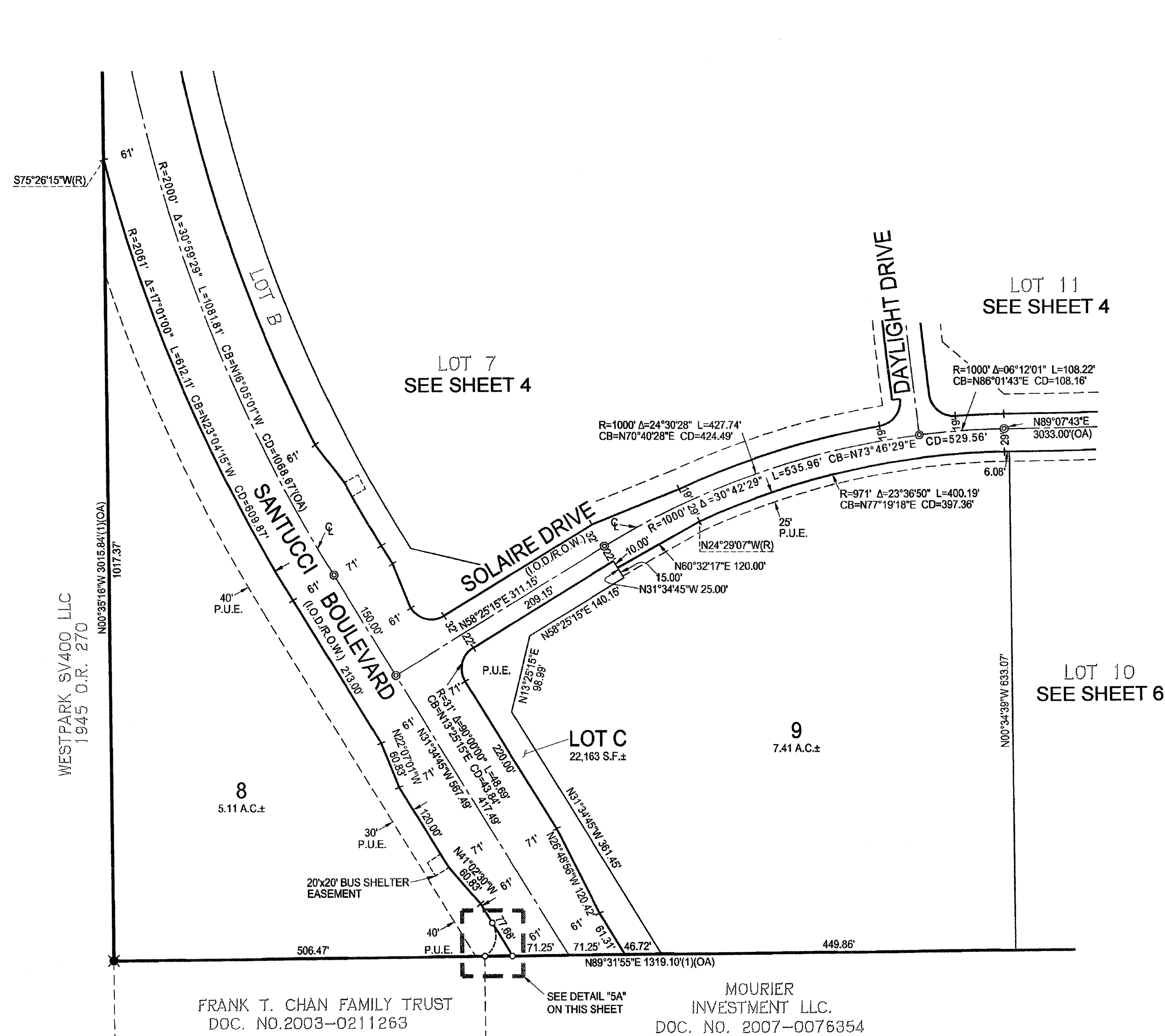
FEDERICO/TYLER
FAMILY LTD. PAR
DOC. NO. 2002-12476

FEDERICO/TYLER
FAMILY LTD. PAR
DOC. NO. 2002-12476

FRANK T. CHAN FAMILY TRUST
DOC. NO. 2003-0211263

NOVEMBER 2016
SHEET 3 OF 10 18437.000





FINAL MAP OF
WESTBROOK - PHASES 2 & 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL13-0318

BEING A SUBDIVISION OF LOTS 10 AND 11 AS SHOWN ON THAT CERTAIN FINAL MAP
ENTITLED "WESTBROOK - PHASE 1 LARGE LOT SUBDIVISION" FILED FOR RECORD ON
JUNE 27, 2014 IN BOOK CC OF MAPS, AT PAGE 85, PLACER COUNTY RECORDS,
SECTIONS 26 AND 27, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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ENGINEERS PLANNERS SURVEYORS
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NOVEMBER 2016

SHEET 5 OF 10 18437.000

FINAL MAP OF
WESTBROOK - PHASES 2 & 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL13-0318

BEING A SUBDIVISION OF LOTS 10 AND 11 AS SHOWN ON THAT CERTAIN FINAL MAP
ENTITLED "WESTBROOK - PHASE 1 LARGE LOT SUBDIVISION" FILED FOR RECORD ON
JUNE 27, 2014 IN BOOK CC OF MAPS, AT PAGE 85, PLACER COUNTY RECORDS,
SECTIONS 26 AND 27, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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Mackay & Somp
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

NOVEMBER 2016

18437.000

CURVE TABLE

#	RADIUS	DELTA	LENGTH	BEARING	CHORD LENGTH
C1	1987.50'	02°08'16"	74.15'	N00°11'51"E	74.15'(OA)
C2	1987.50'	01°57'34"	67.97'	N00°17'12"E	67.97'
C3	1987.50'	00°10'41"	6.18'	N00°46'56"W	6.18'
C4	2022.50'	02°08'16"	75.46'	N00°11'51"E	75.45'(OA)
C5	2022.50'	00°10'41"	6.29'	N00°46'56"W	6.29'
C6	2022.50'	01°57'34"	69.17'	N00°17'12"E	69.17'



0 50 100 200
SCALE: 1"=100'

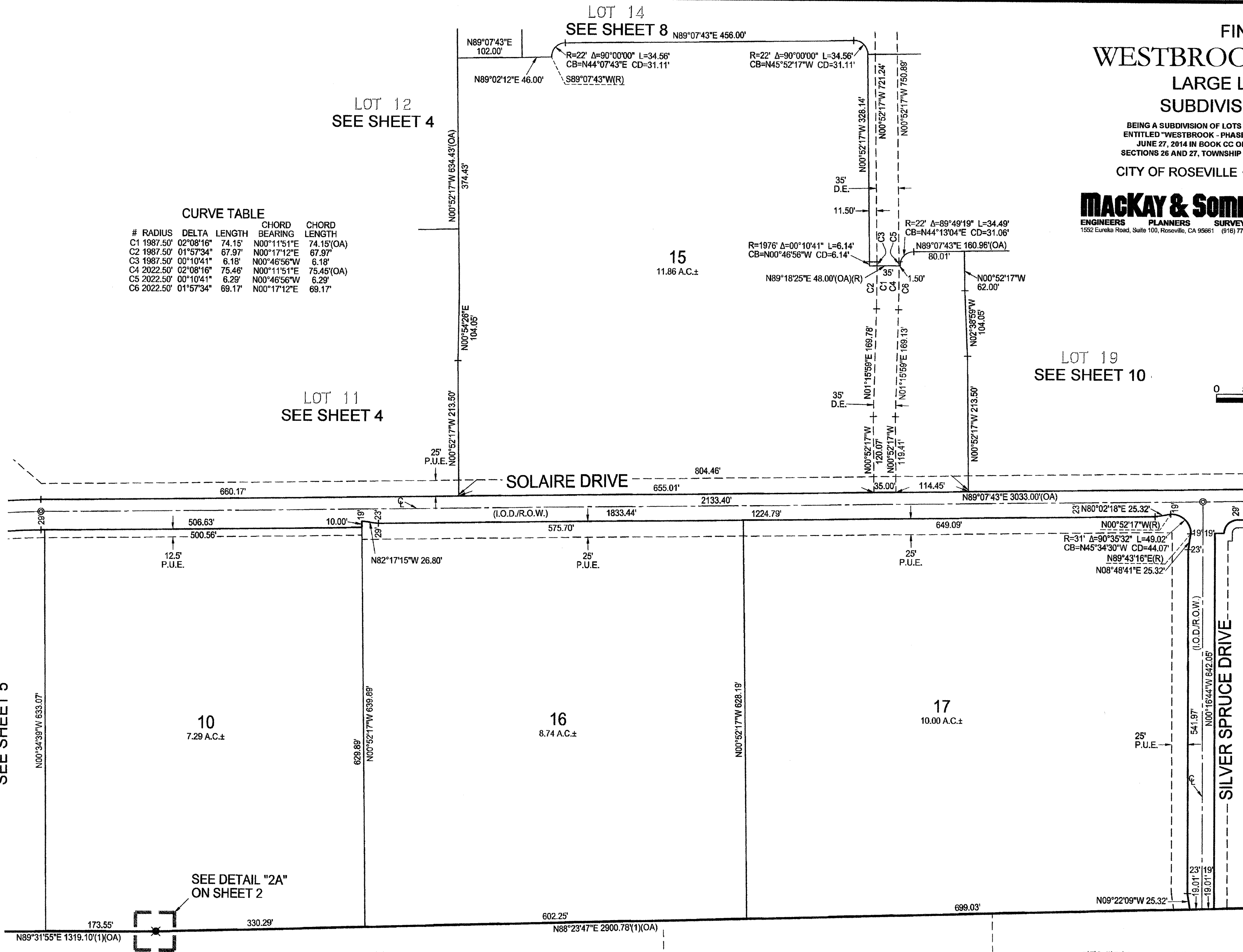
LOT 9
SEE SHEET 5

LOT 12
SEE SHEET 4

LOT 11
SEE SHEET 4

LOT 19
SEE SHEET 10

LOT 18
SEE SHEET 10

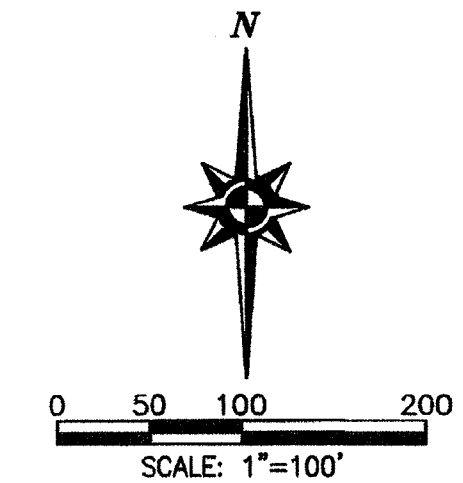
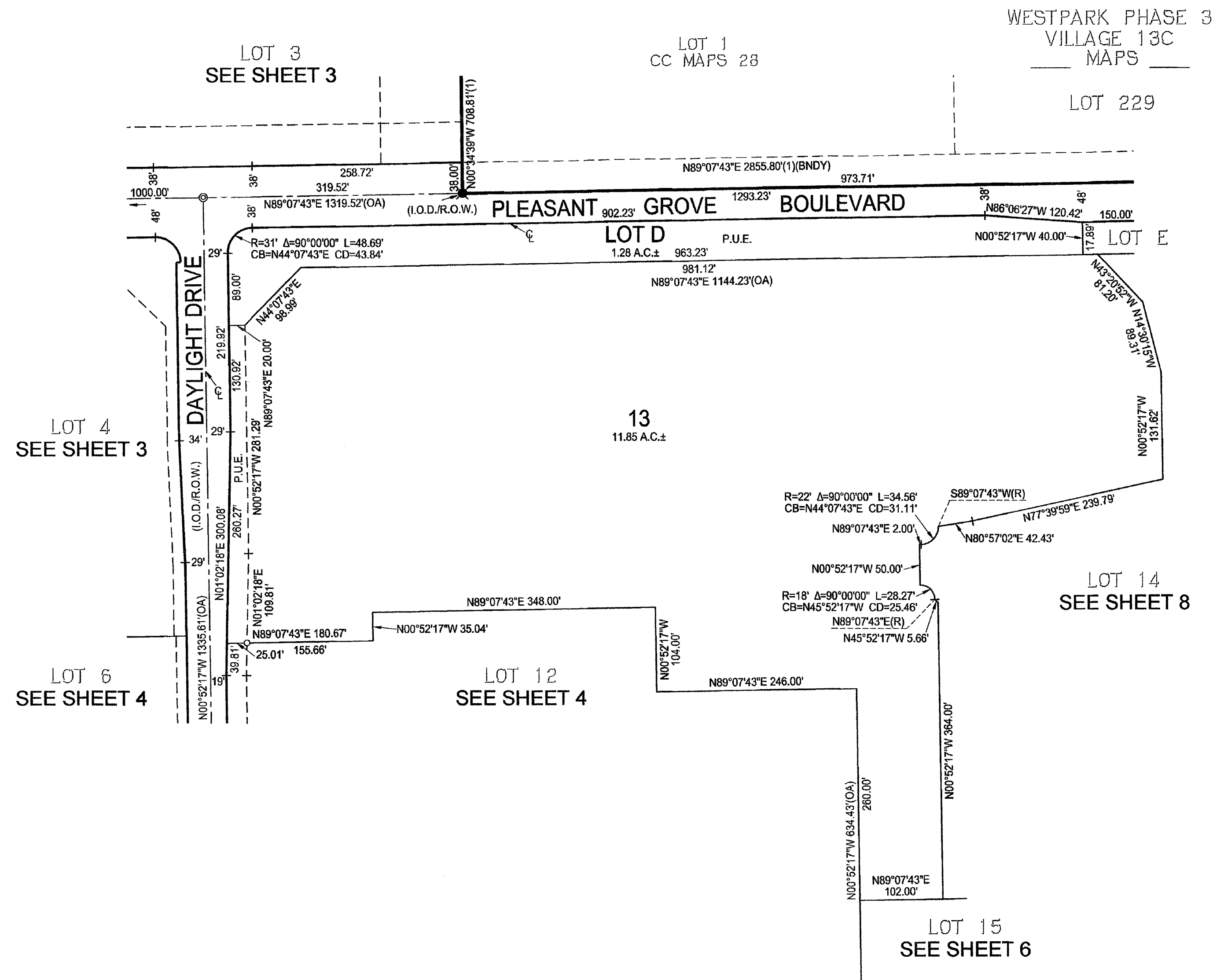


MOURIER
INVESTMENT LLC.
DOC. NO. 2007-0076354

FEDERICO / TYLER
FAMILY LTD. PARTNERSHIP
DOC. NO. 2002-12476

FEDERICO / TYLER
FAMILY LTD. PARTNERSHIP
DOC. NO. 2002-12476

SHEET 6 OF 10



FINAL MAP OF
WESTBROOK - PHASES 2 & 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL13-0318

BEING A SUBDIVISION OF LOTS 10 AND 11 AS SHOWN ON THAT CERTAIN FINAL MAP
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JUNE 27, 2014 IN BOOK CC OF MAPS, AT PAGE 85, PLACER COUNTY RECORDS,
SECTIONS 26 AND 27, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

NOVEMBER 2016

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

SHEET 7 OF 10 18437.000

FINAL MAP OF
WESTBROOK - PHASES 2 & 3
LARGE LOT SUBDIVISION
SUBDIVISION NO. PL13-0318

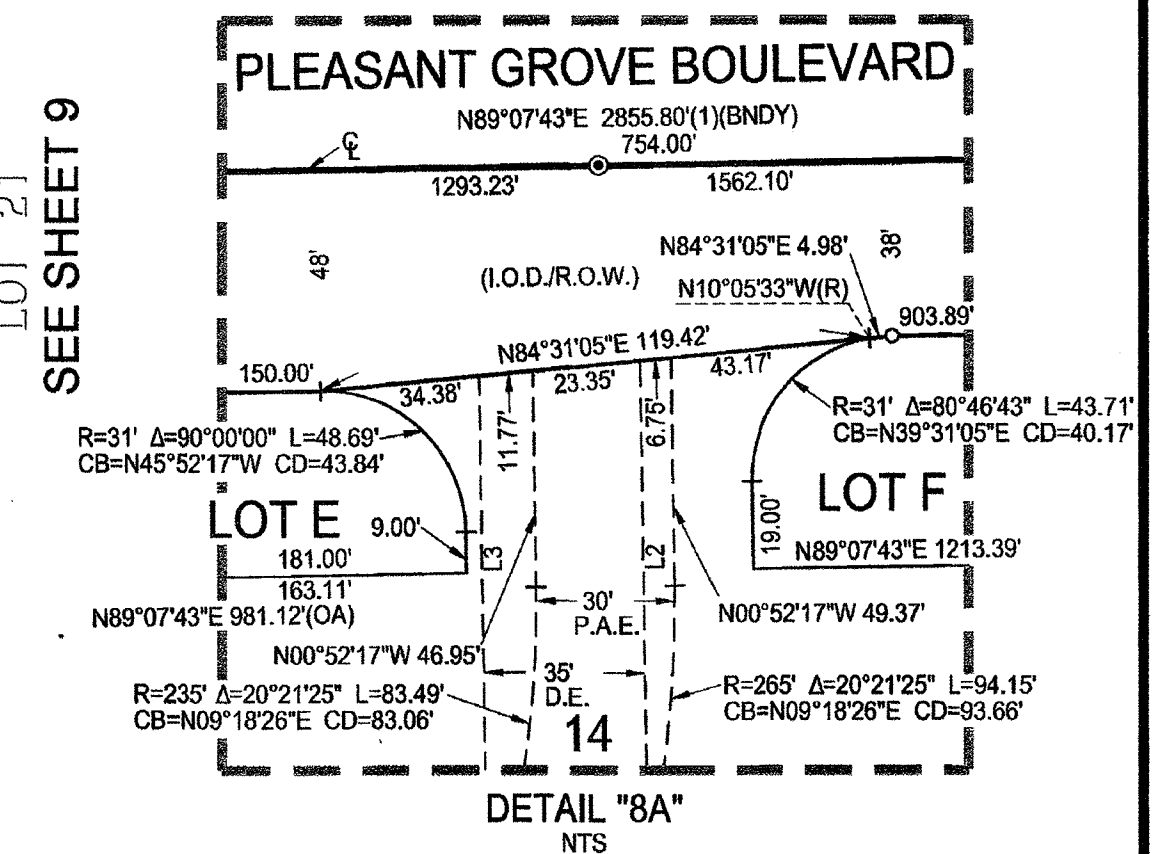
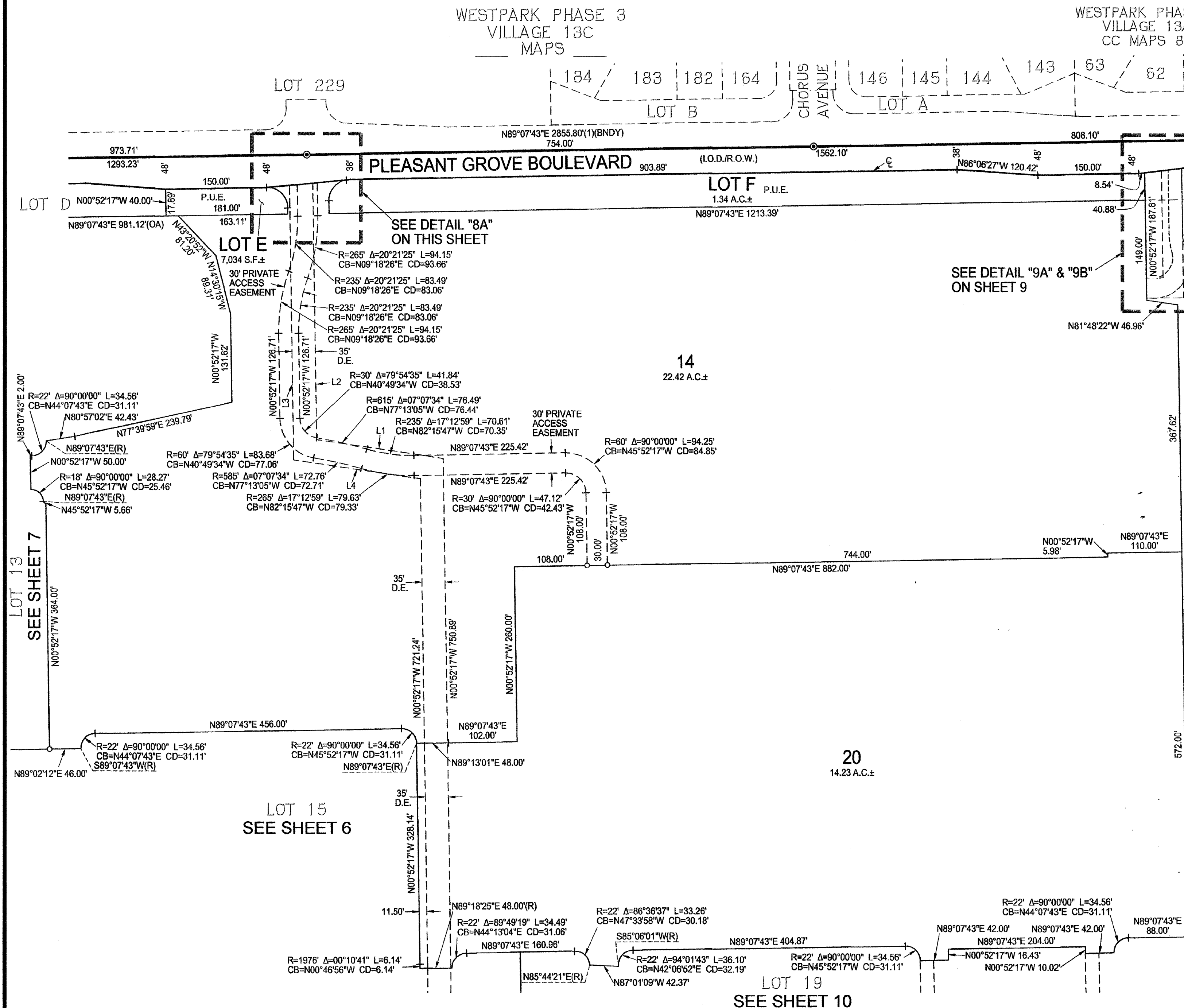
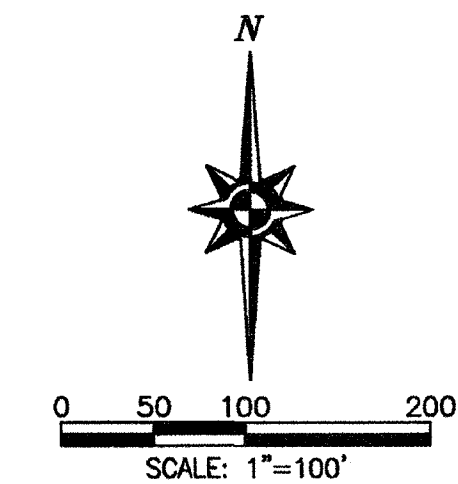
BEING A SUBDIVISION OF LOTS 10 AND 11 AS SHOWN ON THAT CERTAIN FINAL MAP
ENTITLED "WESTBROOK - PHASE 1 LARGE LOT SUBDIVISION" FILED FOR RECORD ON
JUNE 27, 2014 IN BOOK CC OF MAPS, AT PAGE 85, PLACER COUNTY RECORDS,
SECTIONS 26 AND 27, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

NOVEMBER 2016

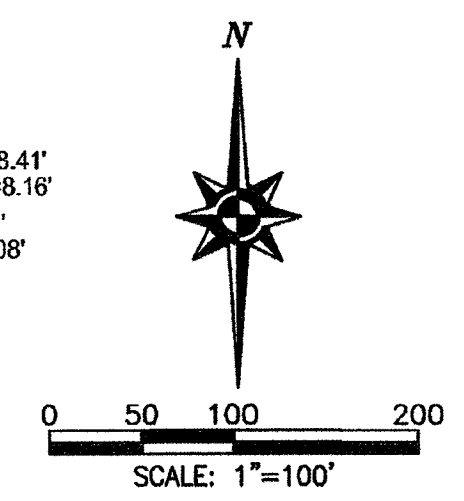
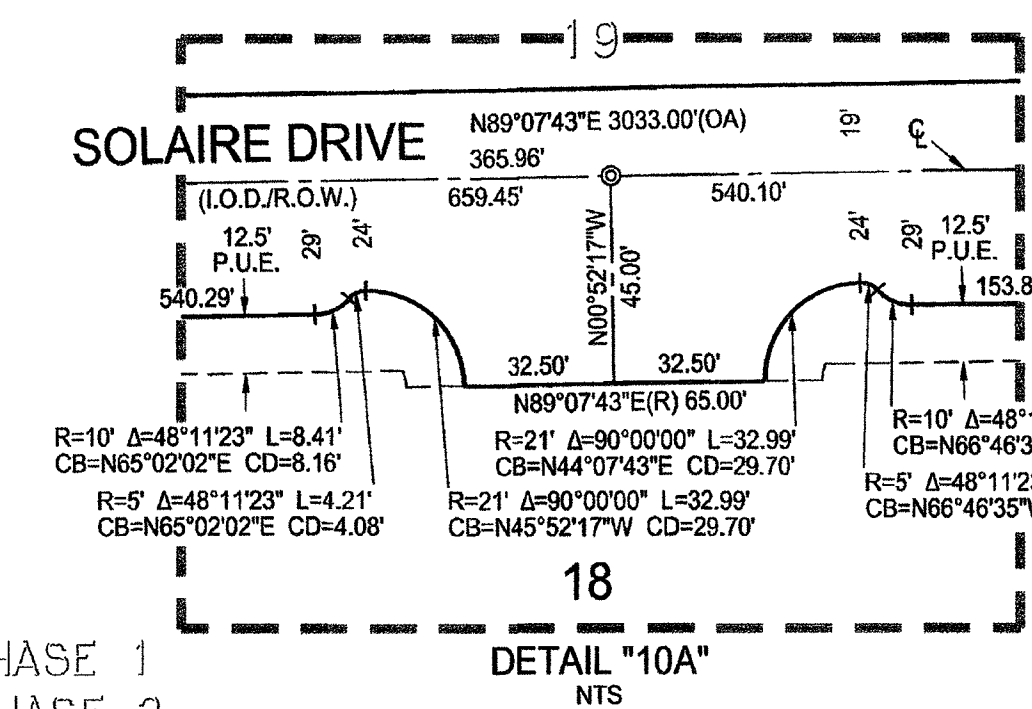
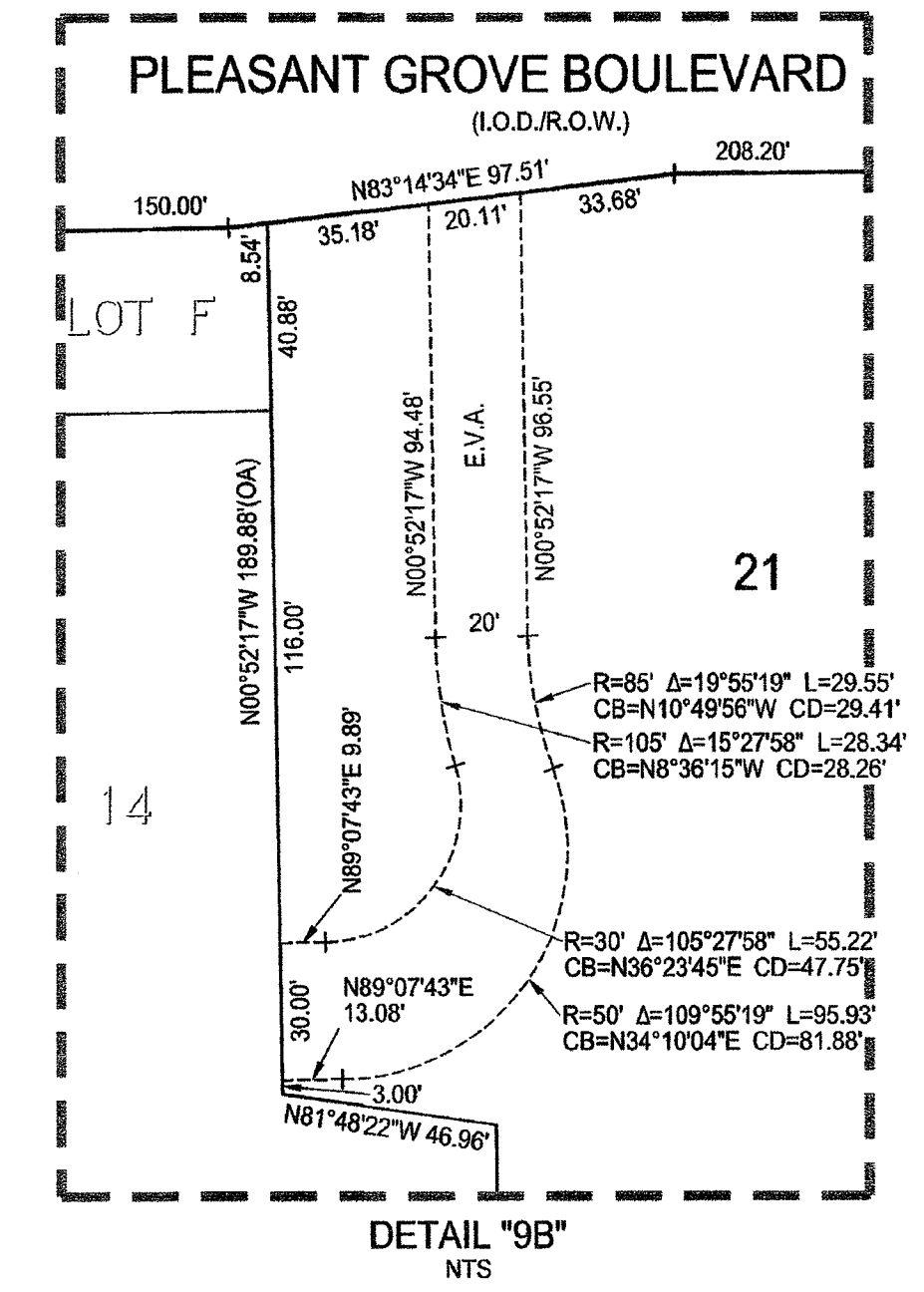
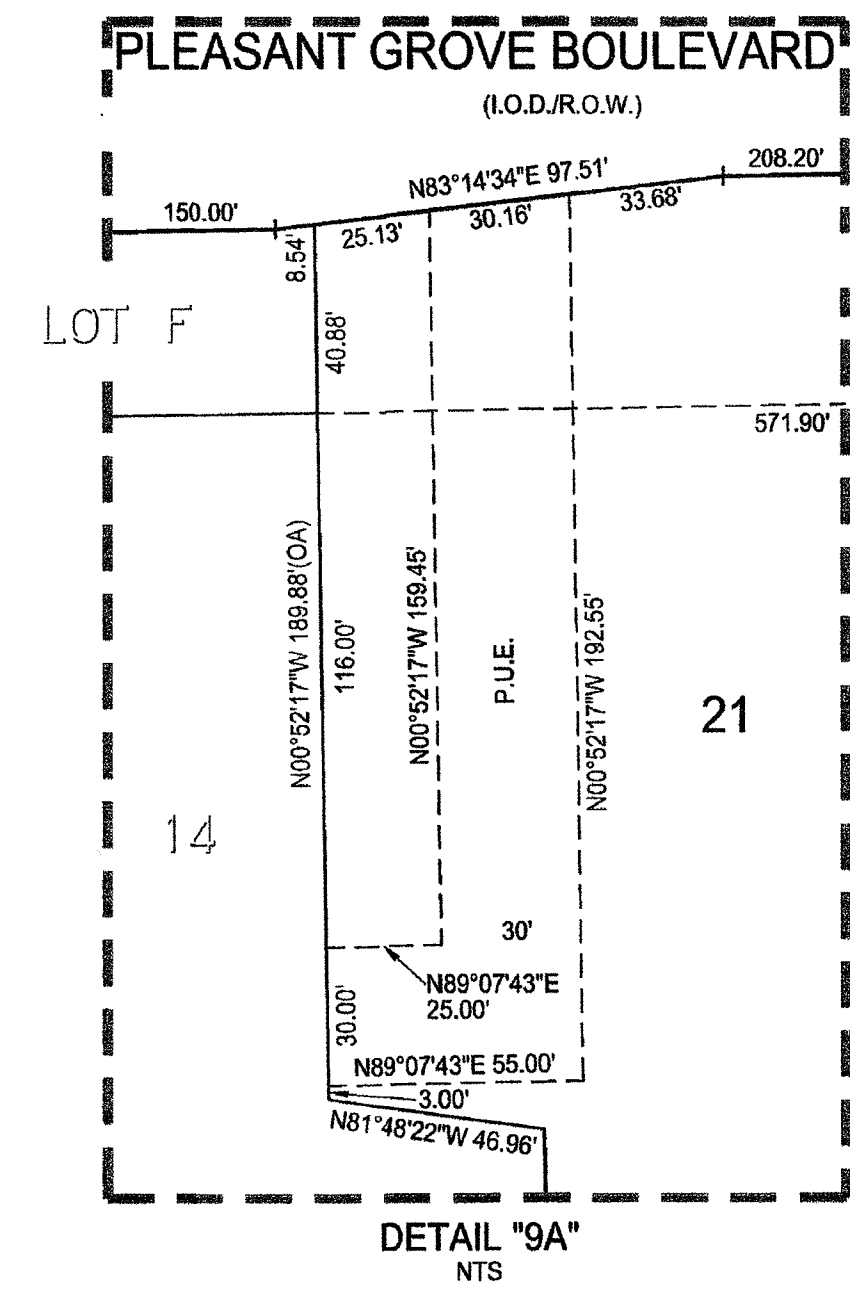
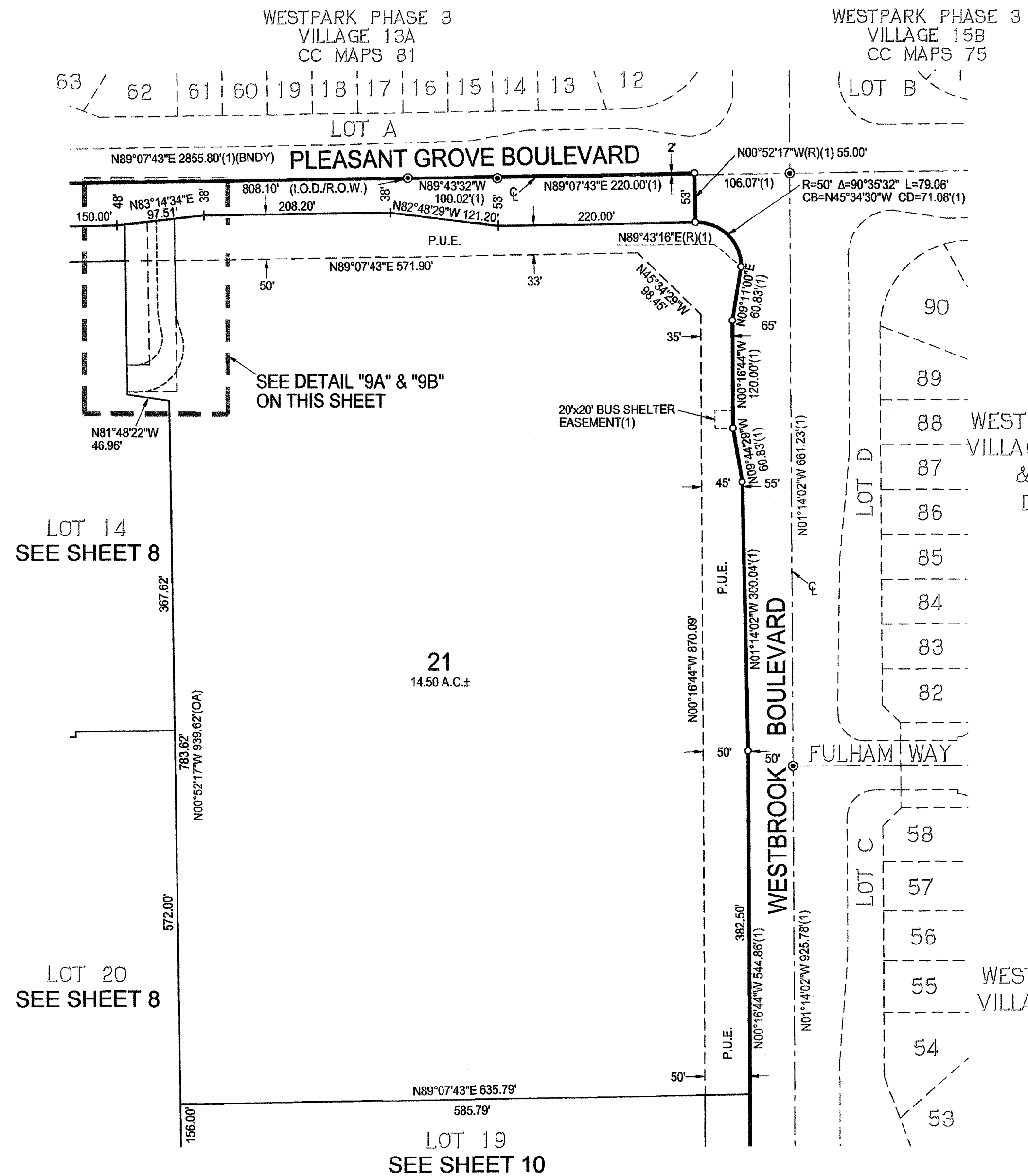
Mackay & Somp
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

18437.000



LINE TABLE

#	BEARING	LENGTH
L1	N81°25'11"W	190.58'
L2	N00°52'17"W	381.46'
L3	N00°52'17"W	408.29'
L4	N81°25'11"W	190.58'



FINAL MAP OF WESTBROOK - PHASES 2 & 3 LARGE LOT SUBDIVISION SUBDIVISION NO. PL13-0318

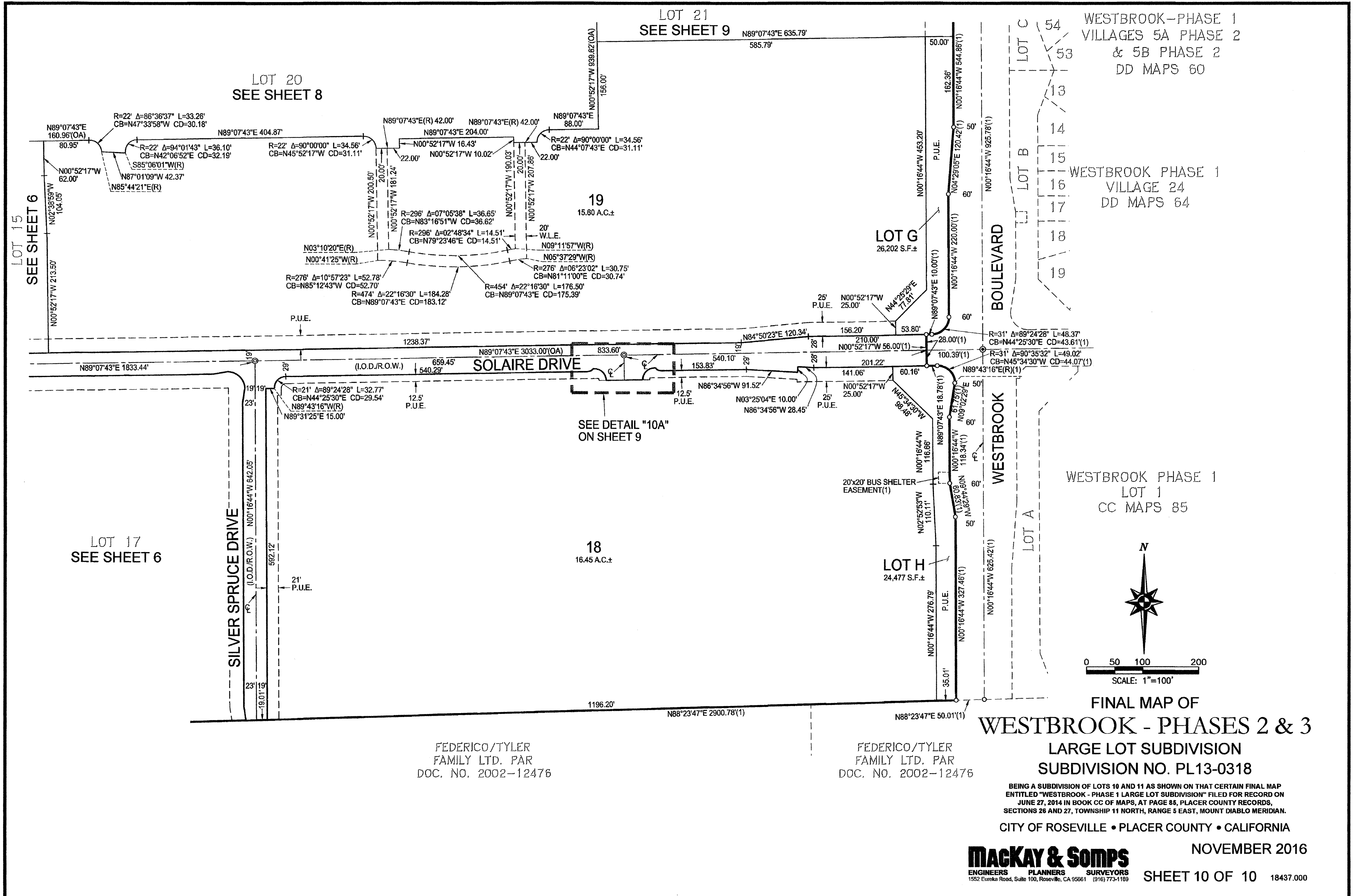
BEING A SUBDIVISION OF LOTS 10 AND 11 AS SHOWN ON THAT CERTAIN FINAL MAP
ENTITLED "WESTBROOK - PHASE 1 LARGE LOT SUBDIVISION" FILED FOR RECORD ON
JUNE 27, 2014 IN BOOK CC OF MAPS, AT PAGE 85, PLACER COUNTY RECORDS,
SECTIONS 28 AND 27, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

Mackay & Somp
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

NOVEMBER 2016

SHEET 9 OF 10 18437.000





COUNCIL COMMUNICATION

CC #: 0446

File #: 0400-04-07-1

Title: Diamond Creek North Roseville Specific Plan Parcel DC - 30 & 33 - Final Map and Subdivision Agreement
Contact: Kerry Andrews 916-774-5346 kandrews@roseville.ca.us

Meeting Date: 11/20/2019

Item #: 7.14.

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 E & F and the easements offered thereon, and approve the abandonment of the 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 57 residential lots, 1 public right of way lot, 1 open space lot and 5 private common ownership lots.

FISCAL IMPACT

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

ENVIRONMENTAL REVIEW

Approval of the Diamond Creek NRSP Parcel DC - 30 & 33 final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Diamond Creek NRSP Parcel DC - 30 & 33 final map was accomplished with Addendum to the Environmental Impact Report (EIR) adopted for the North Roseville Specific Plan (certified August 6, 1997) and the Diamond Creek Commercial Mitigated Negative Declaration (adopted

July 11, 2002). Because the Diamond Creek NRSP Parcel DC - 30 & 33 final map is consistent with project evaluated in the Addendum to the EIR adopted for the North Roseville Specific Plan and the Diamond Creek Commercial Mitigated Negative Declaration, no new effects would be expected to occur and all applicable mitigation measures from the Addendum to the EIR adopted for the North Roseville Specific Plan and the Diamond Creek Commercial Mitigated Negative Declaration will be implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Final Map

Resolution No. 19-491

Subdivision Agreement

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "DIAMOND CREEK NRSP PARCEL DC - 30 & 33" AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP; HEREBY OFFER FOR DEDICATION, IN FEE, THE PUBLIC RIGHT OF WAY SHOWN HEREON AND DO HEREBY DEDICATE TO PARTICULAR PURPOSES THE FOLLOWING:

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

- (A) LOT E, AS PUBLIC RIGHT OF WAY.
- (B) LOT F, FOR PUBLIC OPEN SPACE PURPOSES.

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

- (A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, ELECTROLIERS, WATER AND GAS PIPES, AND SEWER PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEPHONE, AND TELEVISION, SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND LYING LYING CONTIGUOUS TO THE PUBLIC RIGHT OF WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).
- (B) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, WATER AND GAS PIPES, AND SEWER PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEPHONE, AND TELEVISION, AND SERVICES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND LYING BETWEEN THE LINES OF THE LOTS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).
- (C) PUBLIC EASEMENTS FOR PEDESTRIAN INGRESS AND EGRESS PURPOSES ACROSS THOSE STRIPS OF LAND SHOWN HEREON AS "P.P.E." (PUBLIC PEDESTRIAN EASEMENT)
- (D) EMERGENCY ACCESS EASEMENTS FOR THE INGRESS AND EGRESS OF EMERGENCY SERVICE VEHICLES, ON, OVER AND ACROSS THOSE STRIPS OF LAND LYING BETWEEN THE LINES OF THE LOTS SHOWN HEREON AND DESIGNATED "E.V.A.E." (EMERGENCY VEHICLE ACCESS EASEMENT).
- (E) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF DRAINAGE PIPES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND LYING BETWEEN THE LINES OF THE LOTS SHOWN HEREON AND DESIGNATED "D.E." (PUBLIC DRAINAGE EASEMENT).
- (F) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF SEWER PIPES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND LYING BETWEEN THE LINES OF THE LOTS SHOWN HEREON AND DESIGNATED "S.E." (SEWER EASEMENT).

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

- (A) ACCESS EASEMENTS FOR INGRESS AND EGRESS PURPOSES ACROSS THOSE STRIPS OF LAND SHOWN HEREON AS "ACCESS EASEMENT" FOR THE MUTUAL BENEFIT OF ALL LOTS SHOWN HEREON.
- (B) PEDESTRIAN EASEMENTS FOR PEDESTRIAN INGRESS AND EGRESS PURPOSES ACROSS THOSE STRIPS OF LAND SHOWN HEREON AS "P.E." (PEDESTRIAN EASEMENT) FOR THE MUTUAL BENEFIT OF ALL LOTS SHOWN HEREON.

THE REAL PROPERTY DESCRIBED BELOW IS RESERVED, BY THE OWNER, AS AN EASEMENT, FOR FUTURE DEDICATION TO THE HOME OWNERS ASSOCIATION.

- (A) ACCESS EASEMENTS FOR INGRESS AND EGRESS PURPOSES ACROSS THOSE STRIPS OF LAND SHOWN HEREON AS "ACCESS EASEMENT" FOR THE MUTUAL BENEFIT OF ALL LOTS SHOWN HEREON.
- (B) PEDESTRIAN EASEMENTS FOR PEDESTRIAN INGRESS AND EGRESS PURPOSES ACROSS THOSE STRIPS OF LAND SHOWN HEREON AS "P.E." (PEDESTRIAN EASEMENT) FOR THE MUTUAL BENEFIT OF ALL LOTS SHOWN HEREON.
- (C) PRIVATE EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF DRAINAGE PIPES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND LYING BETWEEN THE LINES OF THE LOTS SHOWN HEREON AND DESIGNATED "P.D.E." (PRIVATE DRAINAGE EASEMENT).

BBC DIAMOND CREEK LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

PRINT NAME _____ TITLE _____

PRINT NAME _____ TITLE _____

FINAL MAP
DIAMOND CREEK NRSP PARCEL DC - 30 & 33
SUBDIVISION NO. PL18-0106
BEING A SUBDIVISION OF LOTS A, & 4 - 7 ~ DIAMOND CREEK 30 & 33
34 PARCEL MAPS 123, PLACER COUNTY RECORDS, BEING A
PORTION OF SECTION 17, T.11N., R.6E., M.D.M.

CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
AUGUST 2019
MORTON & PITALO, INC.

NOTARY'S STATEMENT

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 _____
COUNTY OF _____

ON _____, BEFORE ME, _____, 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 AND OFFICIAL SEAL

NOTARY PUBLIC, STATE OF _____
PRINT NAME _____

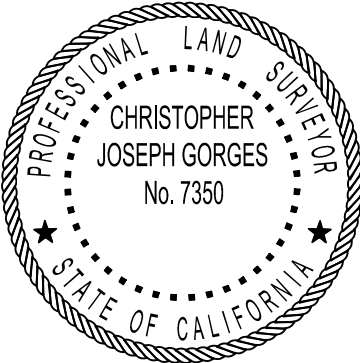
MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY
MY COMMISSION NO. _____
MY COMMISSION EXPIRES _____

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "DIAMOND CREEK NRSP PARCEL DC - 30 & 33" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF BBC DIAMOND CREEK LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN AUGUST, 2018. I HEREBY STATE THAT THIS FINAL MAP OF "DIAMOND CREEK NRSP PARCEL DC - 30 & 33" SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, AND THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2020 AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

CHRISTOPHER J. GORGES, P.L.S. 7350

DATE _____



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "DIAMOND CREEK NRSP PARCEL DC - 30 & 33" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATED _____
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRATION DATE: 9/30/2020

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "DIAMOND CREEK NRSP PARCEL DC - 30 & 33" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATED _____
TIMOTHY G. BLAIR, P.L.S. 8278
EXPIRATION DATE: 12/31/2019



CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "DIAMOND CREEK NRSP PARCEL DC - 30 & 33" AND HAS ACCEPTED, ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, LOTS E AND F AND ALL PUBLIC EASEMENTS HEREON OFFERED FOR DEDICATION, IN ACCORDANCE WITH THE TERMS OF THAT OFFER, AND HAS APPROVED THE ABANDONMENT OF THE EASEMENTS LISTED HEREON WITHIN NOTE 4 ON SHEET 3.

CITY CLERK, CITY OF ROSEVILLE

DATED _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

ACCEPTED FOR RECORD AND FILED IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, AT _____ MINUTES AFTER _____ O'CLOCK ON THE DAY OF _____, 2019, AND RECORDED IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF MORTON & PITALO, INC.

FILE NO. _____
COUNTY RECORDER OF PLACER COUNTY

FEE: _____ BY: _____
DEPUTY

BENEFICIARY'S STATEMENT

LENNAR HOMES OF CALIFORNIA, INC. A CALIFORNIA CORPORATION, AS
BENEFICIARY UNDER DEED OF TRUST RECORDED FEBRUARY 20, 2019 AS
INSTRUMENT NO. 2019-009771, OFFICIAL RECORDS OF PLACER COUNTY.

PRINT NAME _____	PRINT NAME _____
TITLE _____	TITLE _____

NOTARY'S STATEMENT

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 _____
COUNTY OF _____

ON _____, BEFORE ME, _____,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 AND OFFICIAL SEAL

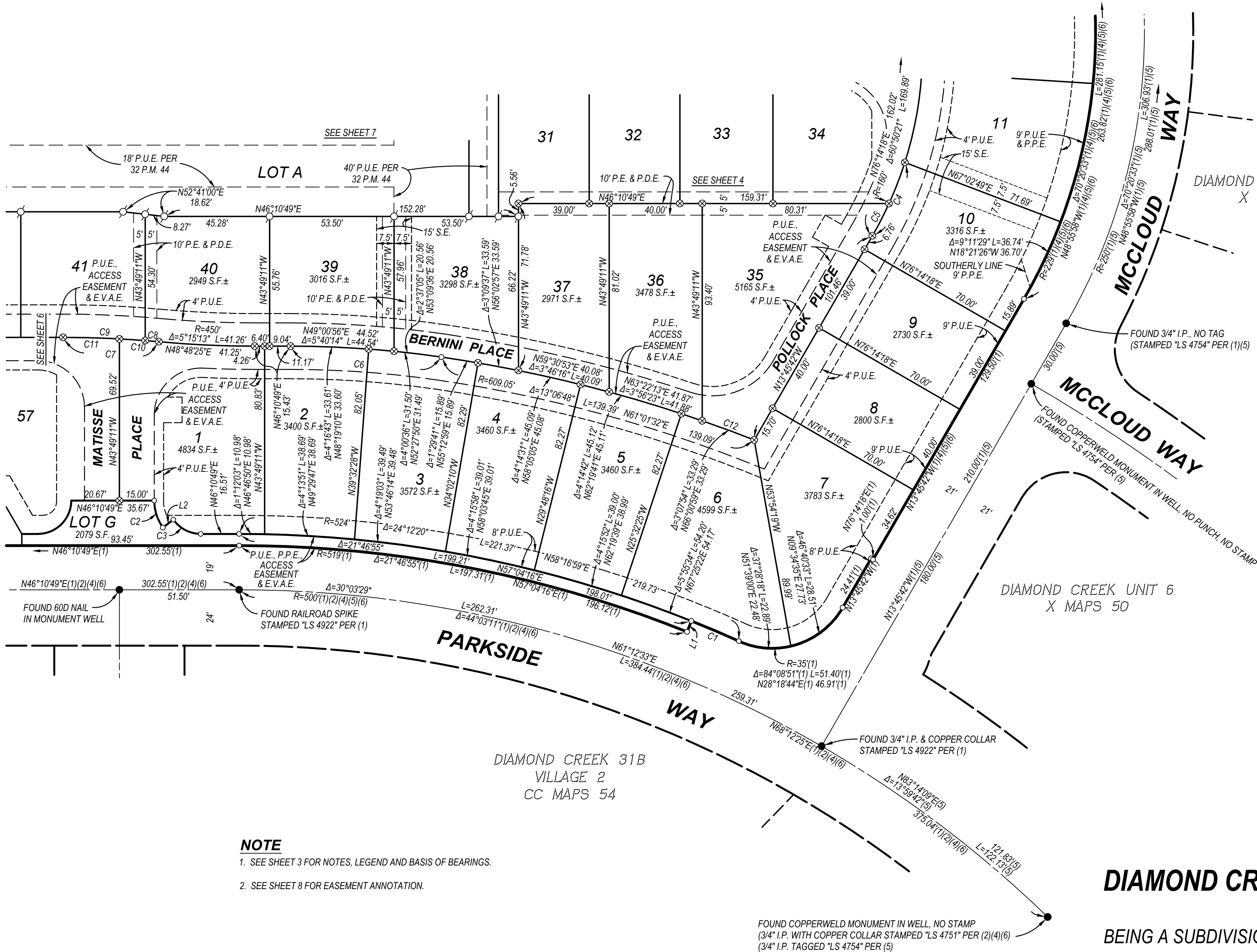
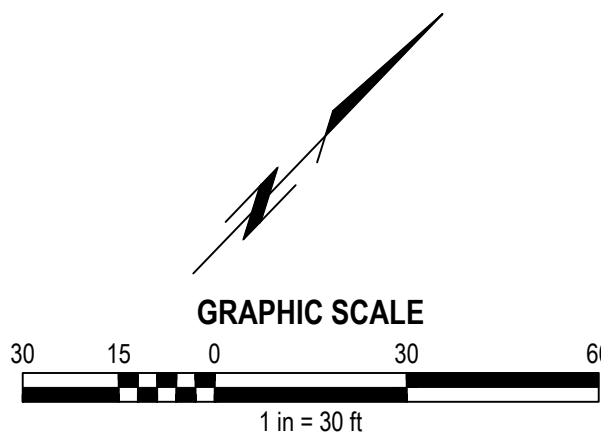
NOTARY PUBLIC, STATE OF _____
PRINT NAME _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY
MY COMMISSION NO. _____
MY COMMISSION EXPIRES _____

FINAL MAP
DIAMOND CREEK NRSP PARCEL DC - 30 & 33
SUBDIVISION NO. PL18-0106
BEING A SUBDIVISION OF LOTS A, & 4 - 7 ~ DIAMOND CREEK 30 & 33
34 PARCEL MAPS 123, PLACER COUNTY RECORDS, BEING A
PORTION OF SECTION 17, T.11N., R.6E., M.D.M.
CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
AUGUST 2019
MORTON & PITALO, INC.

Dwg. Z:\2014\14071-01 (DIAMOND CREEK)NRSP\FINAL MAP\14071-01-FINAL.DWG | Saved: 07-16-19 03:22pm ACDC:HL





TABULATION

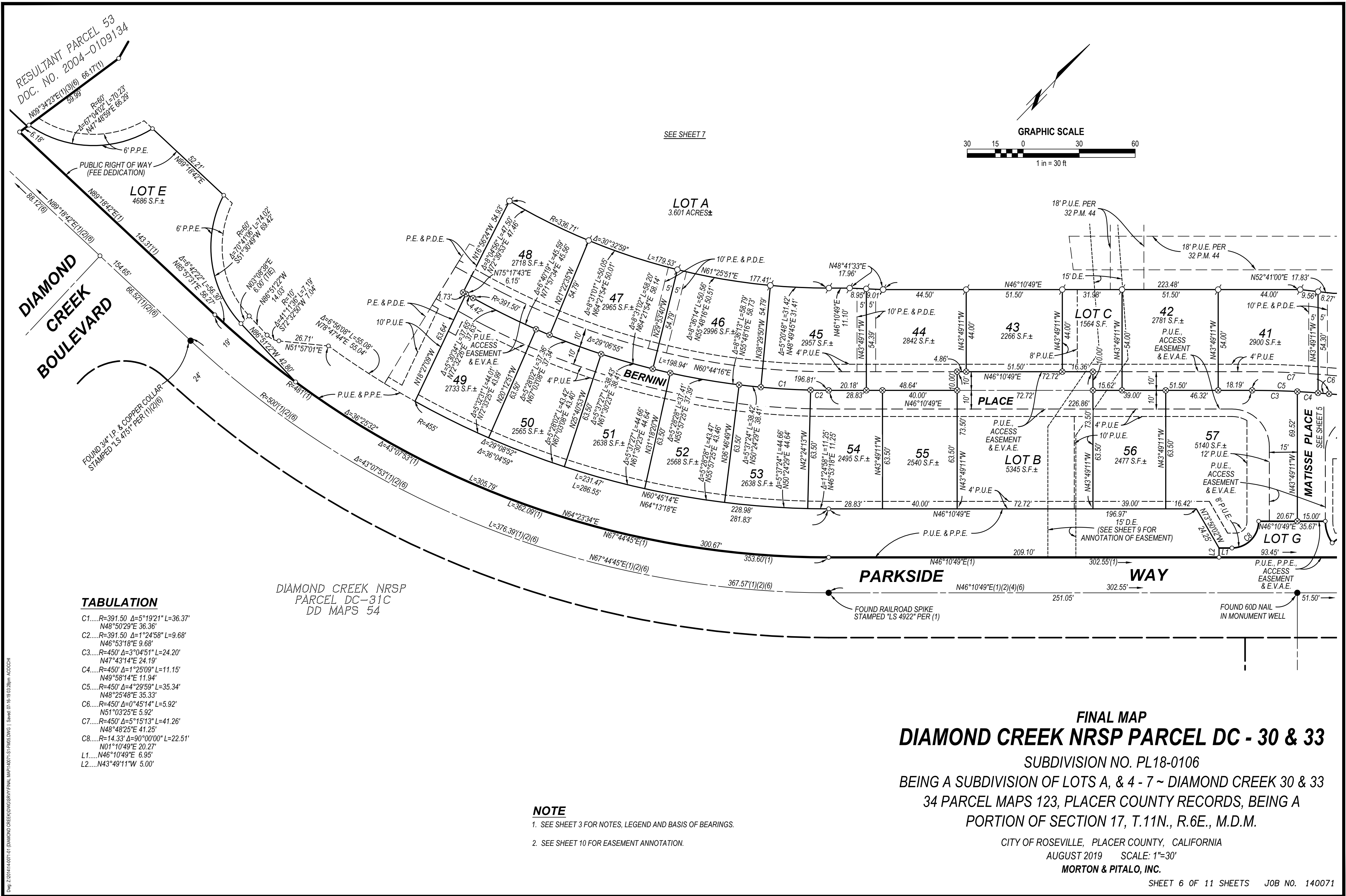
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N69°10'26"E(1) 22.16'(1)
C2.....R=20' Δ=35°26'37" L=12.37'
N61°32'30"W 12.18'
C3.....R=14.33' Δ=55°09'48" L=13.80'
N73°45'43"E 13.27'
C4.....R=160' Δ=12°21'43" L=34.52'
N19°56'33"W 34.45'
C5.....R=160' Δ=5°34'43" L=15.58'
N16°33'03"W 15.57'
C6.....R=450' Δ=8°17'20" L=65.10'
N50°19'28"E 65.04'
C7.....R=450' Δ=5°15'13" L=41.26'
N48°48'25"E 41.25'
C8.....R=450' Δ=0°45'14" L=5.92'
N51°03'25"E 5.92'
C9.....R=450' Δ=4°29'59" L=35.34'
N48°25'48"E 35.33'
C10.....R=450' Δ=2°10'22" L=17.07'
N50°20'51"E 17.06'
C11.....R=450' Δ=3°04'51" L=24.20'
N47°43'14"E 24.19'
C12.....R=609.05' Δ=2°14'32" L=23.84'
N66°27'40"E 23.83'
L1.....N22°02'16"W(1) 5.00'(1)
L2.....N09°12'11"E 5.67'

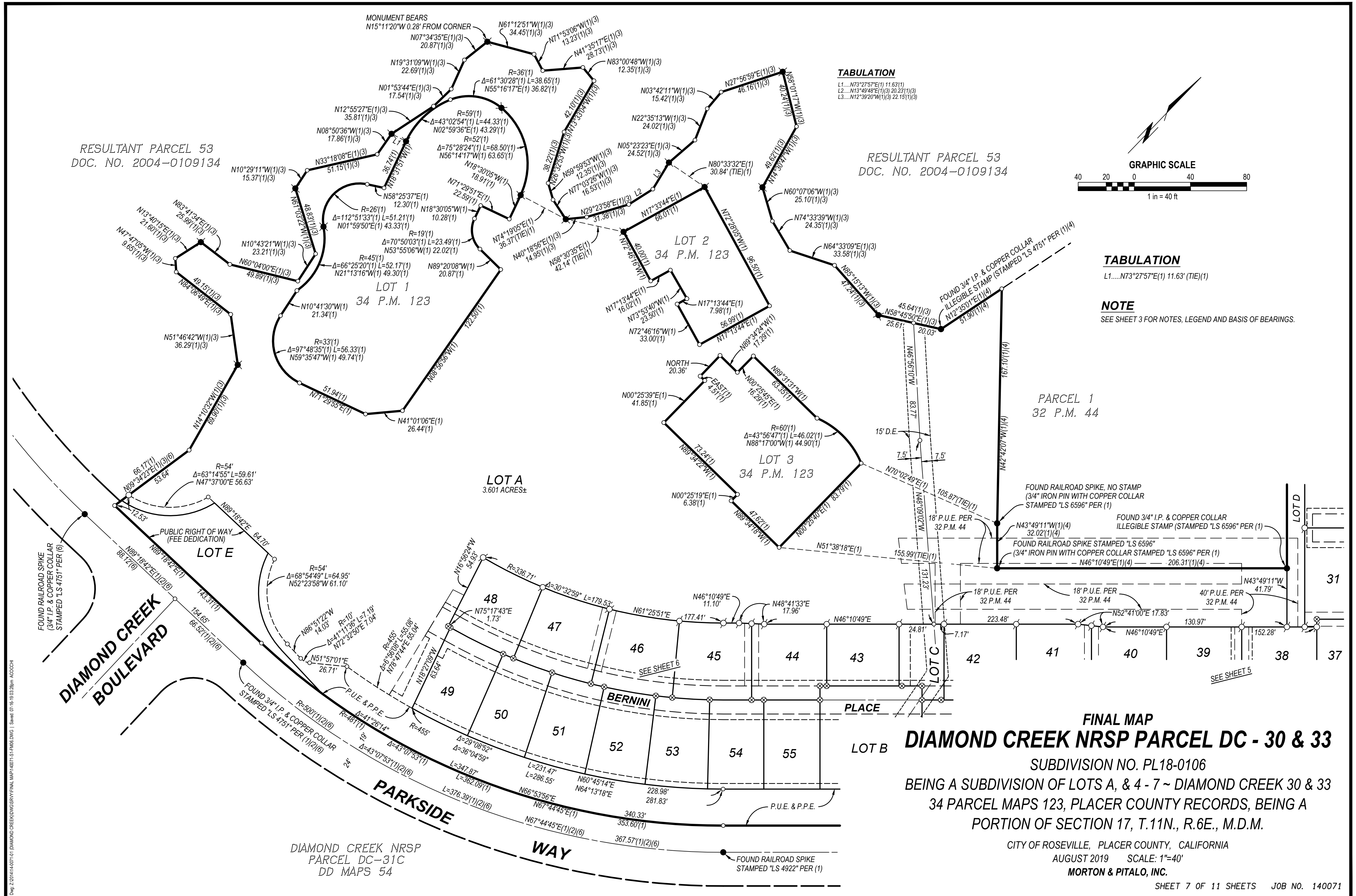
NOTE

1. SEE SHEET 3 FOR NOTES, LEGEND AND BASIS OF BEARINGS.
2. SEE SHEET 8 FOR EASEMENT ANNOTATION.

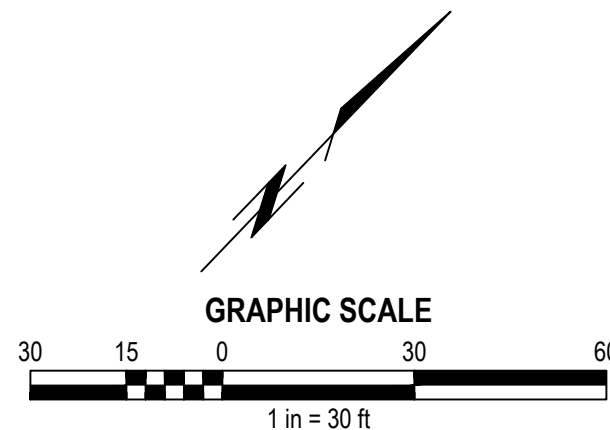
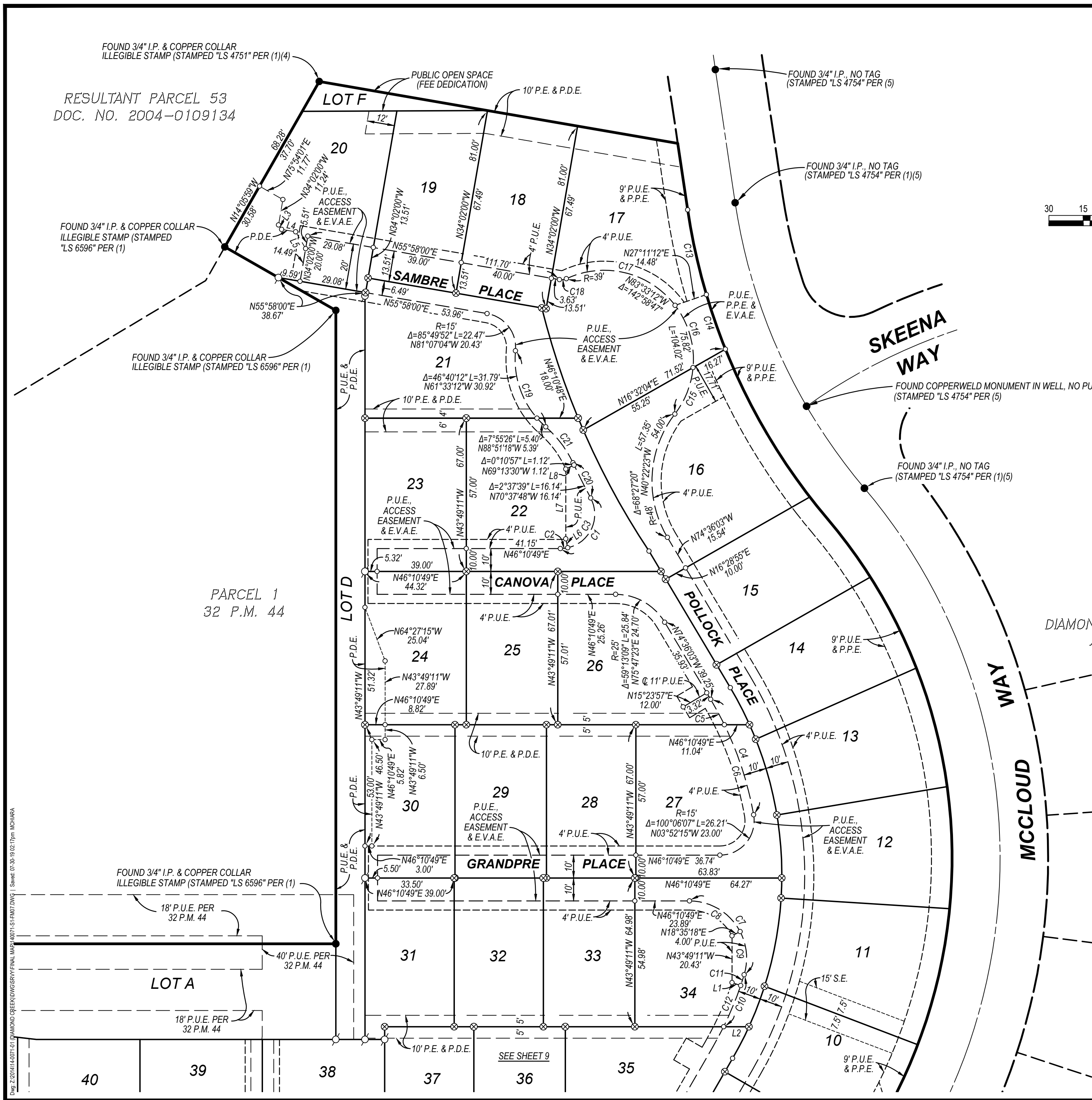
FINAL MAP
DIAMOND CREEK NRSP PARCEL DC - 30 & 33
SUBDIVISION NO. PL18-0106
BEING A SUBDIVISION OF LOTS A, & 4 - 7 ~ DIAMOND CREEK 30 & 33
34 PARCEL MAPS 123, PLACER COUNTY RECORDS, BEING A
PORTION OF SECTION 17, T.11N., R.6E., M.D.M.

CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
AUGUST 2019 SCALE: 1"=30'
MORTON & PITALO, INC.





Dig: 2/20/14 14:07:10 (DIAMOND CREEK NRSP PARCEL DC-30 & 33) [Saved: 07-16-19 02:28pm ACDCCH]



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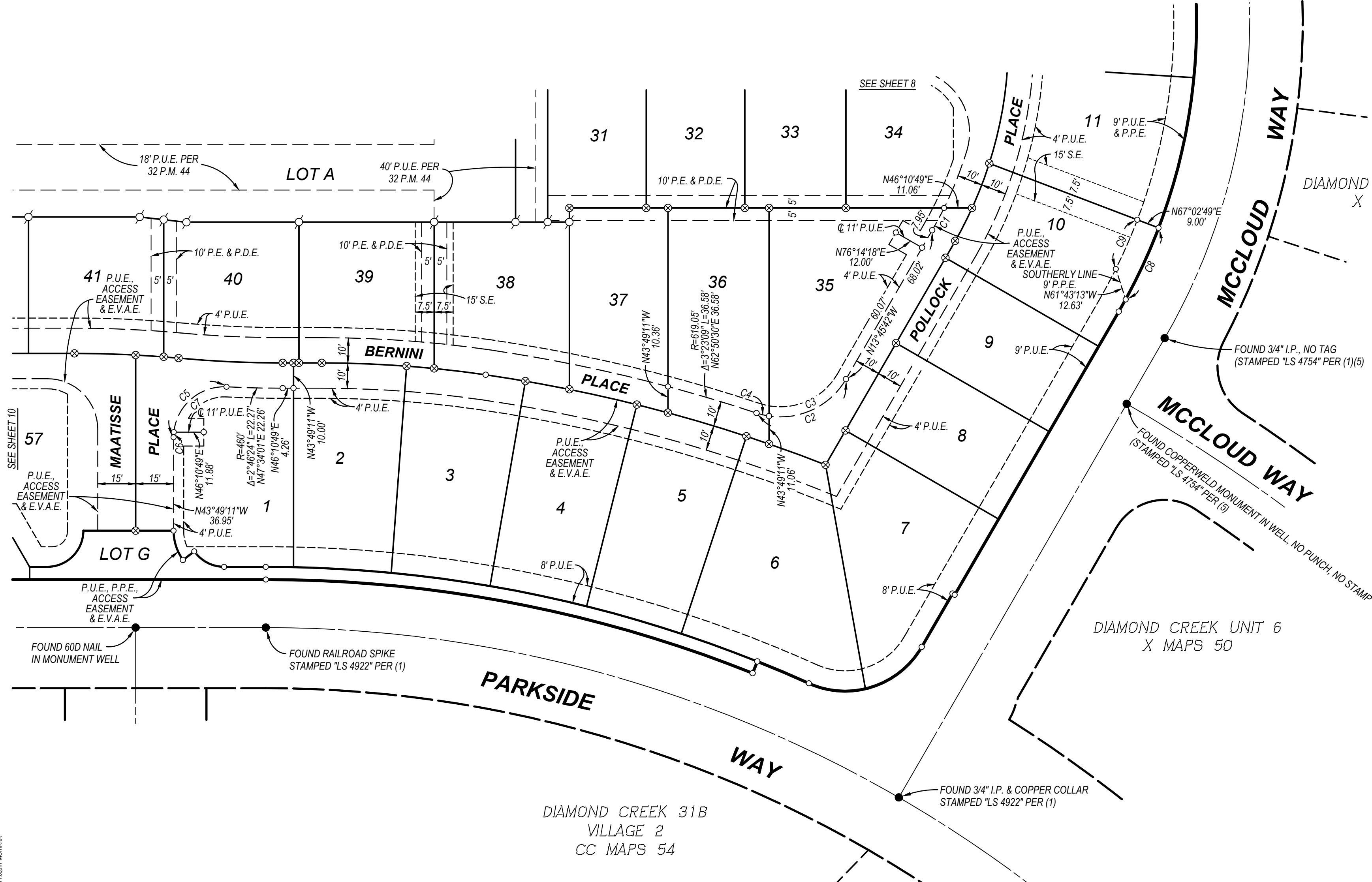
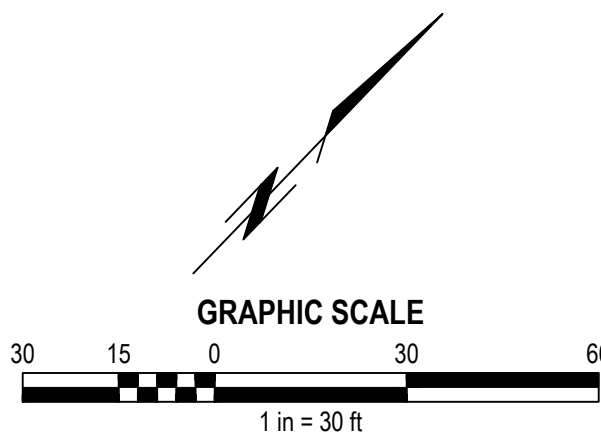
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C2.....R=15' Δ=12°16'23" L=3.21' N40°02'37"E 3.21'	L2.....N46°10'49"E 11.06'
C3.....R=15' Δ=105°51'04" L=27.71' N19°01'06"W 23.94'	L3.....N79°02'00"W 2.40'
C4.....R=150' Δ=20°40'44" L=54.14' N64°15'41"W 53.84'	L4.....N55°58'00"E 6.22'
C5.....R=150' Δ=4°48'48" L=12.60' N72°11'39"W 12.60'	L5.....N74°24'30"W 8.55'
C6.....R=150' Δ=15°51'56" L=41.54' N61°51'17"W 41.40'	L6.....N56°05'34"W 4.00'
C7.....R=25' Δ=106°53'31" L=46.64' N80°22'26"W 40.16'	L7.....N43°49'11"W 30.50'
C8.....R=25' Δ=62°24'30" L=27.23' N77°23'03"E 25.90'	L8.....N20°41'01"E 4.00'
C9.....R=25' Δ=44°29'01" L=19.41' N49°10'11"W 18.93'	
C10.....R=150' Δ=9°20'22" L=24.45' N22°15'30"W 24.42'	
C11.....R=150' Δ=1°53'55" L=4.97' N25°58'43"W 4.97'	
C12.....R=150' Δ=7°26'26" L=19.48' N21°18'32"W 19.47'	
C13.....R=271'(1)(4)(5)(6) Δ=8°01'33" L=37.96' N56°18'38"W 37.93'	
C14.....R=271'(1)(4)(5)(6) Δ=5°20'40" L=25.28' N62°59'44"W 25.27'	
C15.....R=39' Δ=32°28'52" L=22.11' N22°23'09"W 21.81'	
C16.....R=39' Δ=42°34'00" L=28.97' N59°54'34"W 28.31'	
C17.....R=39' Δ=77°46'06" L=52.94' N59°55'23"E 48.96'	
C18.....R=5' Δ=34°55'40" L=3.05' N38°30'10"E 3.00'	
C19.....R=39.02' Δ=54°36'09" L=37.18' N65°30'56"W 35.79'	
C20.....R=352' Δ=2°48'36" L=17.26' N70°32'20"W 17.26'	
C21.....R=48' Δ=23°40'59" L=19.84' N80°58'32"W 19.70'	

NOTES

1. SEE SHEET 3 FOR NOTES, LEGEND AND BASIS OF BEARINGS.
2. SEE SHEET 4 FOR BOUNDARY ANNOTATION.

FINAL MAP
DIAMOND CREEK NRSP PARCEL DC - 30 & 33
SUBDIVISION NO. PL18-0106
BEING A SUBDIVISION OF LOTS A, & 4 - 7 ~ DIAMOND CREEK 30 & 33
34 PARCEL MAPS 123, PLACER COUNTY RECORDS, BEING A
PORTION OF SECTION 17, T.11N., R.6E., M.D.M.

CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
AUGUST 2019 SCALE: 1"=30'
MORTON & PITALO, INC.



TABULATION

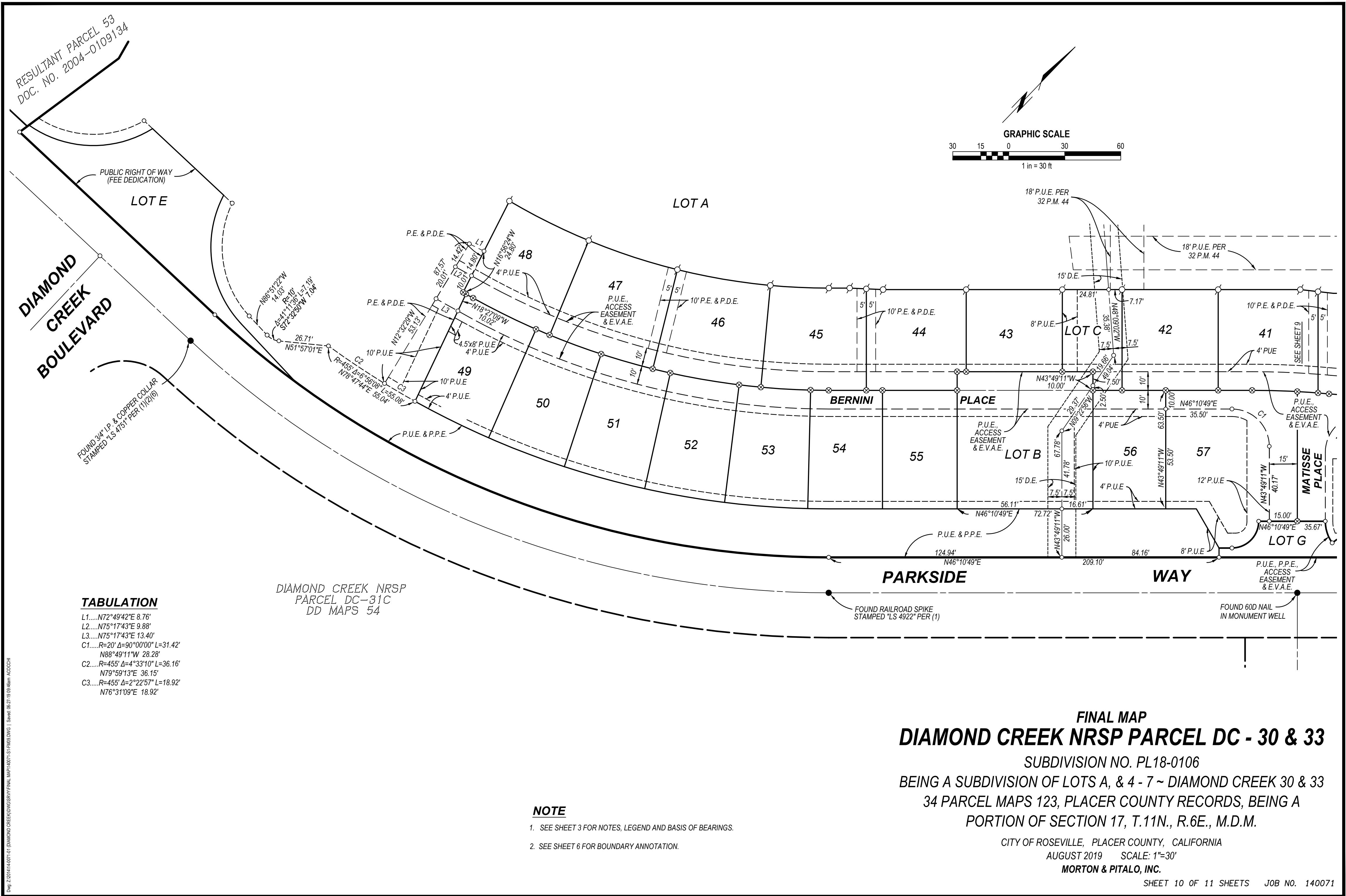
C1.....	R=150' Δ=3°49'37" L=10.02'
	N15°40'31"W 10.02'
C2.....	R=30' Δ=78°17'46" L=41.00'
	N25°23'11"E 37.88'
C3.....	R=30' Δ=68°32'37" L=35.89'
	N20°30'37"E 33.79'
C4.....	R=30' Δ=9°45'08" L=5.11'
	N59°39'30"E 5.10'
C5.....	R=20' Δ=92°46'24" L=32.38'
	N20°34'01"E 28.96'
C6.....	R=20' Δ=5°52'58" L=2.05'
	N40°52'43"W 2.05'
C7.....	R=20' Δ=86°53'26" L=30.33'
	N05°30'29"E 27.51'
C8.....	R=229' Δ=7°47'58" L=31.17'
	N19°03'12"W 31.15'
C9.....	R=220' Δ=5°32'15" L=21.26'
	N20°11'03"W 21.25'

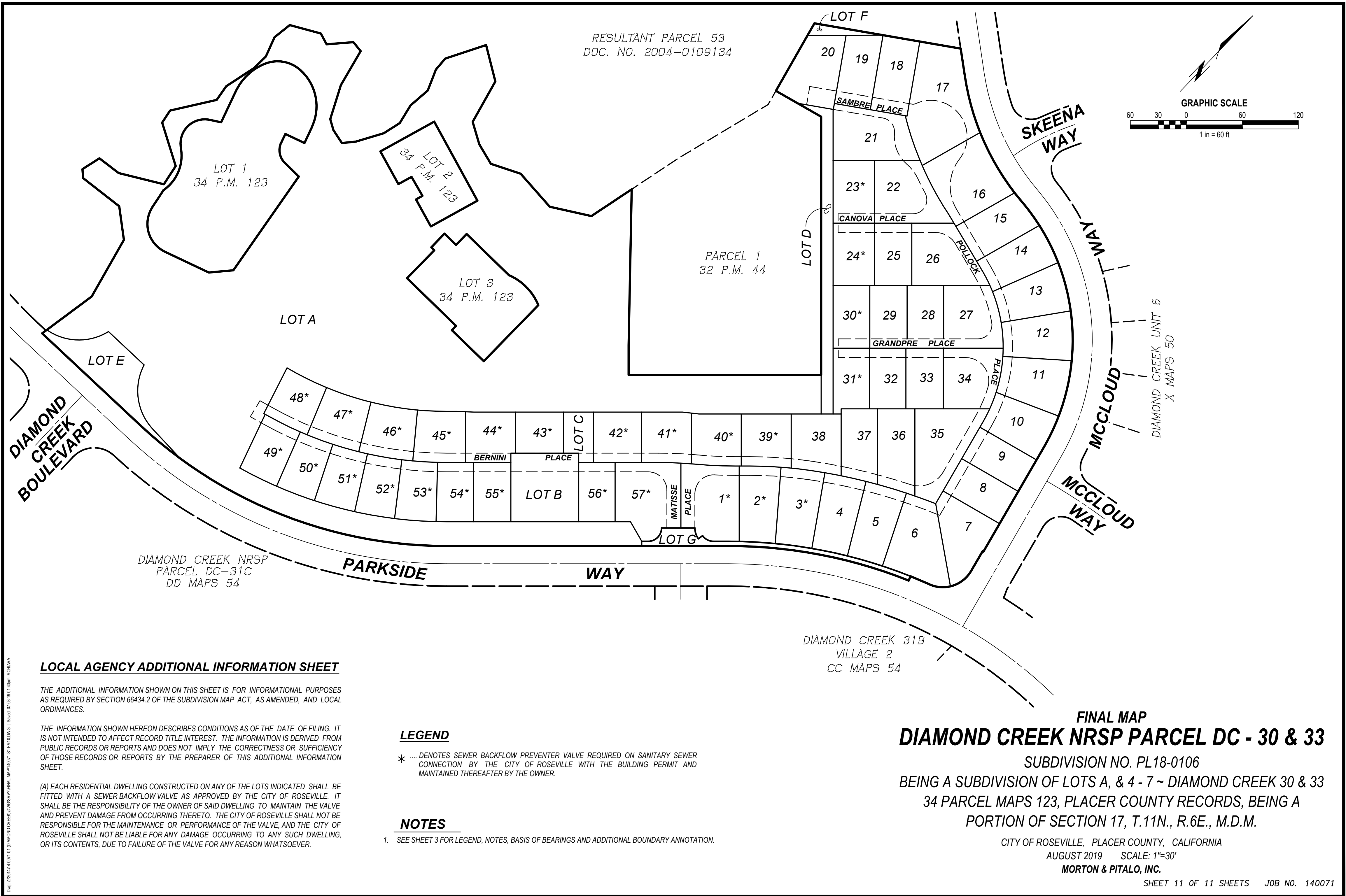
NOTES

1. SEE SHEET 3 FOR NOTES, LEGEND AND BASIS OF BEARINGS.
2. SEE SHEET 4 FOR BOUNDARY ANNOTATION.

FINAL MAP
DIAMOND CREEK NRSP PARCEL DC - 30 & 33
SUBDIVISION NO. PL18-0106
BEING A SUBDIVISION OF LOTS A, & 4 - 7 ~ DIAMOND CREEK 30 & 33
34 PARCEL MAPS 123, PLACER COUNTY RECORDS, BEING A
PORTION OF SECTION 17, T.11N., R.6E., M.D.M.

CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
AUGUST 2019 SCALE: 1"=30'
MORTON & PITALO, INC.





LOCAL AGENCY ADDITIONAL INFORMATION SHEET

THE ADDITIONAL INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES AS REQUIRED BY SECTION 66434.2 OF THE SUBDIVISION MAP ACT, AS AMENDED, AND LOCAL ORDINANCES.

THE INFORMATION SHOWN HEREON DESCRIBES CONDITIONS AS OF THE DATE OF FILING. IT IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST. THE INFORMATION IS DERIVED FROM PUBLIC RECORDS OR REPORTS AND DOES NOT IMPLY THE CORRECTNESS OR SUFFICIENCY OF THOSE RECORDS OR REPORTS BY THE PREPARER OF THIS ADDITIONAL INFORMATION SHEET.

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

NOTES

1. SEE SHEET 3 FOR LEGEND, NOTES, BASIS OF BEARINGS AND ADDITIONAL BOUNDARY ANNOTATION.

FINAL MAP
DIAMOND CREEK NRSP PARCEL DC - 30 & 33
SUBDIVISION NO. PL18-0106
BEING A SUBDIVISION OF LOTS A, & 4 - 7 ~ DIAMOND CREEK 30 & 33
34 PARCEL MAPS 123, PLACER COUNTY RECORDS, BEING A
PORTION OF SECTION 17, T.11N., R.6E., M.D.M.

CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
AUGUST 2019 SCALE: 1"=30'
MORTON & PITALO, INC.

SHEET 11 OF 11 SHEETS JOB NO. 140071

RESOLUTION NO. 19-491

APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE,
BBC DIAMOND CREEK LLC, AND LENNAR HOMES OF CALIFORNIA, INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement between the City of Roseville, BBC Diamond Creek LLC, and Lennar Homes of California, Inc., for the Diamond Creek NRSP Parcel DC 30 & 33 subdivision, 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**

Exempt from recording fees
Pursuant to Govt. Code §27383

SUBDIVISION AGREEMENT

Diamond Creek NRSP Parcel DC 30&33 SUBDIVISION

THIS AGREEMENT, made and entered into this ____ day of _____,
20____, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and
BBC Diamond Creek LLC, a California limited liability company (the "DEVELOPER") and
Lennar Homes of California Inc., a California corporation (the "BUILDER").

W I T N E S S E T H:

WHEREAS, DEVELOPER is possessed and owner of a tract of land lying in the City of
Roseville, County of Placer, known as "Diamond Creek NRSP Parcel DC 30&33 Subdivision"
(Subdivision no. PL18-0106; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning
Commission on the 13 day of September, 2018, 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, BUILDER holds an option to purchase the Subdivision (“Optioned
Property”) from the DEVELOPER; 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 Morton & Pitalo Inc., dated March 19, 2019 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before December 31, 2020, such survey monuments as may be required by the City Engineer ("the Work"). 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 and BUILDER have agreed that BUILDER 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 \$ 1,729,770.08. 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 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 bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

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

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. 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

LIMITS OF LIABILITY

General Liability

\$2,000,000 per occurrence

\$4,000,000 aggregate

Personal Injury:

\$2,000,000 per occurrence

\$4,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

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: BBC Diamond Creek, LLC
130 Diamond Creek Place, # 1
Roseville, CA 95747

BUILDER: Larry Gualco, VP
Lennar Homes of California, Inc.
1420 Rocky Ridge, #320
Roseville CA 95661

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.

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 BUILDER have caused this Agreement to be executed.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ROSEVILLE, a
municipal corporation,

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: _____
MARC STOUT
City Engineer

DEVELOPER:

BBC Diamond Creek LLC, a
California Limited Liability Company

BY: _____
Stephen L. DesJardins
its: Managing member
and

BY: _____
its: _____

BUILDER:

Lennar Homes of California, Inc. a
California, Corporation

BY: _____
its: Larry Gualco, VP

and

BY: _____
its: Earl Keith, Controller

(NOTARIZATION REQUIRED)

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 October 30, 2019 before me, Monique Reynolds,

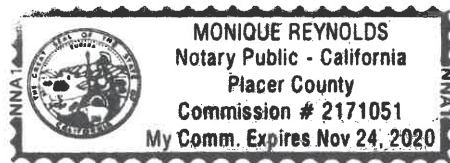
Notary Public, personally appeared Larry Gualco

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~~ signatures~~(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.

Monique Reynolds
Signature



(seal)

OPTIONAL INFORMATION

Date of Document

Thumbprint of Signer

Type or Title of Document

Subdivision Agreement
Diamond Creek NRSP Parcel DC 30 & 33

Number of Pages in Document

Document in a Foreign Language

Type of Satisfactory Evidence:

☐ Personally Known with Paper Identification
☐ Paper Identification
☐ Credible Witness(es)

Capacity of Signer:

☐ Trustee
☐ Power of Attorney
☐ CEO / CFO / COO
☐ President / Vice-President / Secretary / Treasurer
☐ Other: _____

Other Information: _____

☐ Check here if
no thumbprint
or fingerprint
is available.

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.

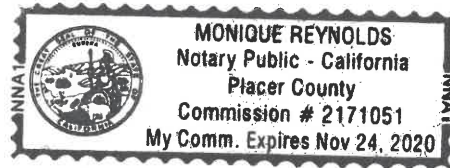
State of California
County of Placer } ss.

On October 30, 2019 before me, Monique Reynolds,
Notary Public, personally appeared Earl Keith

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~~ signatures~~(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.



Monique Reynolds
Signature

(seal)

OPTIONAL INFORMATION

Date of Document

Subdivision Agreement

Thumbprint of Signer

Type or Title of Document

Diamond Creek NRSP Parcel DC 30 & 33

Number of Pages in Document

Document in a Foreign Language

Type of Satisfactory Evidence:

☐ Personally Known with Paper Identification

☐ Paper Identification

☐ Credible Witness(es)

Capacity of Signer:

☐ Trustee

☐ Power of Attorney

☐ CEO / CFO / COO

☐ President / Vice-President / Secretary / Treasurer

☐ Other: _____

☐ Check here if
no thumbprint
or fingerprint
is available.

Other Information: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

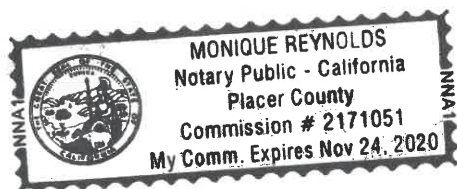
State of California)

County of Placer)On Nov. 1, 2019 before me, Monique Reynolds, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Stephen L. Desjardins
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 Monique Reynolds
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: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian 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: _____



COUNCIL COMMUNICATION

CC #: 0451

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

Title: Westbrook - Phase 3, Village 20 - Final Map and Subdivision Agreement

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

Meeting Date: 11/20/2019

Item #: 7.15.

RECOMMENDATION TO COUNCIL

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

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

BACKGROUND

The Development Services Department, 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 create 66 residential lots and 2 Landscape lots.

FISCAL IMPACT

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

ENVIRONMENTAL REVIEW

Approval of the Westbrook - Phase 3, Village 20 final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Westbrook - Phase 3, Village 20 final map was accomplished with the preparation of the Sierra Vista Specific Plan FEIR (SCH# 2008032017) and the Mitigated Negative Declaration (MND) and associated Mitigation Monitoring Program approved by the City of Roseville on June 6, 2012. Because the Westbrook - Phase 3, Village 20 final map is consistent with project evaluated in the Sierra Vista Specific Plan FEIR, no new effects would be expected to occur and all applicable mitigation measures from the Sierra Vista Specific Plan FEIR will be implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-497

Subdivision Agreement

Final Map

RESOLUTION NO. 19- 497

APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE
AND K. HOVNANIAN HOMES OF NORTHERN CALIFORNIA, INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement between the City of Roseville and K. Hovnanian Homes of Northern California, Inc., for the Westbrook - Phase 3, Village 20 Subdivision, 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

Westbrook - Phase 3, Village 20 SUBDIVISION

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

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville,
County of Placer, known as "Westbrook - Phase 3, Village 20 Subdivision" (Subdivision
no. PL 18-0266; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning
Commission on the 24 day of January, 2019, and the final map of the Subdivision
has been approved subject to the execution of this Agreement; and

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

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

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

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

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by MacKay & Soms, dated 8/2/2019 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 12/31/2020, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in

connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

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

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

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

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

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

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

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

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

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$ 978,615.00. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15

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

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

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

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

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

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

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

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

10. Warranty.

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

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

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

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

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

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

COVERAGE

LIMITS OF LIABILITY

General Liability

\$2,000,000 per occurrence

\$4,000,000 aggregate

Personal Injury:

\$2,000,000 per occurrence

\$4,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Robert Sprague - Forward Planning Manager
K. Hovnanian Homes
3721 Douglas Blvd., Suite 150
Roseville, CA 95661

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

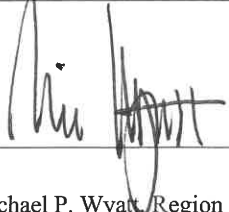
22. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

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

CITY OF ROSEVILLE, a
municipal corporation,

BY: _____
DOMINICK CASEY
City Manager

K. Hovnanian Homes of Northern California, Inc.,
a California corporation

BY:  _____
its: Michael P. Wyatt / Region President

ATTEST:

and

BY: 

BY: _____
SONIA OROZCO
City Clerk

its: Tim Collison, Controller

(NOTARIZATION REQUIRED)

APPROVED AS TO FORM:

BY: 
for ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: 
MARC STOUT
City Engineer

ACKNOWLEDGMENT

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

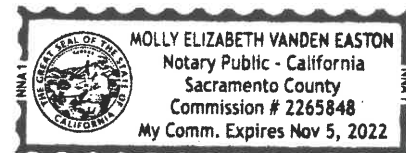
State of California
County of Placer)

On October 24, 2019 before me, Molly Elizabeth Vanden Easton, Notary Public
(insert name and title of the officer)

personally appeared Mike Wyatt,
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 Molly Elizabeth Vanden Easton (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

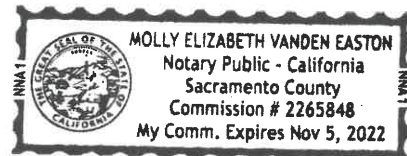
County of Placer _____)

On October 24, 2019 before me, Molly Elizabeth Vanden Easton, Notary Public
(insert name and title of the officer)

personally appeared Tim Collison,
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 Molly Elizabeth Vanden Easton (Seal)

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "WESTBROOK - PHASE 3 VILLAGE 20" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR PARTICULAR PURPOSES THE FOLLOWING:

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

- (A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS, ABOVE GROUND APPURTENANCES FOR ELECTRIC, 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 LYING CONTIGUOUS TO THE RIGHTS-OF-WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

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

- (A) AS PUBLIC RIGHTS-OF-WAY (INCLUDING IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS SANTUCCI BOULEVARD, STAR TRAIL WAY, CLOUD BURST WAY AND SKY WATCH WAY.
- (B) LOTS A AND B SHOWN HEREON TO THE CITY OF ROSEVILLE FOR LANDSCAPING PURPOSES AND AS PUBLIC RIGHTS-OF-WAY.

K. HOVNANIAN HOMES OF NORTHERN CALIFORNIA, INC.
A CALIFORNIA CORPORATION

BY: _____ BY: _____

NAME: MICHAEL P. WYATT
ITS: REGION PRESIDENT

NAME: TIM COLLISON
ITS: DIVISION CONTROLLER

DATE: _____ DATE: _____

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 _____

ON _____ BEFORE ME, _____, 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 AND OFFICIAL SEAL.

SIGNATURE _____ PRINTED NAME _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY

MY COMMISSION EXPIRES: _____ MY COMMISSION NUMBER: _____

TRUSTEE'S STATEMENT

PLACER TITLE COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE UNDER DEED OF TRUST SECURITY AGREEMENT, ASSIGNMENT OF RENTS & FIXTURE FILING RECORDED AUGUST 1, 2019 AS INSTRUMENT 2019-0055159, OFFICIAL RECORDS OF PLACER COUNTY, CALIFORNIA, HEREBY CONSENTS TO THE RECORDATION OF THIS MAP AND THE SUBDIVISION OF THE LANDS SHOWN HEREON.

NAME: _____ DATE _____

TITLE: _____

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 _____

ON _____ BEFORE ME, _____, 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 AND OFFICIAL SEAL.

SIGNATURE _____ PRINTED NAME _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY

MY COMMISSION EXPIRES: _____ MY COMMISSION NUMBER: _____

NOTARY'S ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF _____

ON _____ BEFORE ME, _____, 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 AND OFFICIAL SEAL.

SIGNATURE _____ PRINTED NAME _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY

MY COMMISSION EXPIRES: _____ MY COMMISSION NUMBER: _____

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "WESTBROOK - PHASE 3 VILLAGE 21" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF WESTPARK S.V. 400, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN DECEMBER 2018. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND WILL BE SET BY DECEMBER 31, 2020 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

ROBERT M. PLANK, PLS 5760
EXPIRATION DATE: JUNE 30, 2020

DATE: _____

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "WESTBROOK - PHASE 3 VILLAGE 20" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATE: _____

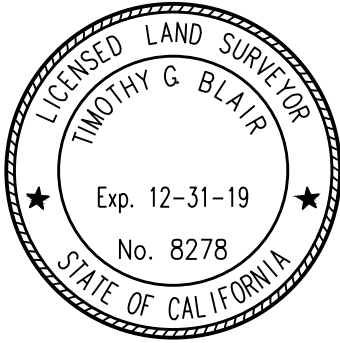
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2020

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF "WESTBROOK - PHASE 3 VILLAGE 20" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATE: _____

TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2019



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "WESTBROOK - PHASE 3 VILLAGE 20", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, LOTS A AND B AND THE RIGHTS-OF-WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION IN ACCORDANCE WITH THE TERMS OF THOSE OFFERS.

CITY CLERK, CITY OF ROSEVILLE

DATE: _____ BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2019, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

RECORDED ON AUGUST 1, 2019 AS DOCUMENT NUMBER 2019-0055154, AND LOT A AND A PORTION OF SANTUCCI BOULEVARD AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "WESTBROOK-PHASE 2 & 3 LARGE LOT SUBDIVISION" FILED FOR RECORD ON DECEMBER 8, 2016 IN BOOK DD OF MAPS, AT PAGE 79, PLACER COUNTY RECORDS, WITHIN SECTIONS 26 & 27, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

BY: _____ FEE: \$ _____
DEPUTY

FINAL MAP OF
WESTBROOK - PHASE 3
VILLAGE 20
SUBDIVISION No. PL18-0266

BEING A SUBDIVISION OF RESULTANT LOT 5 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON AUGUST 1, 2019 AS DOCUMENT NUMBER 2019-0055154, AND LOT A AND A PORTION OF SANTUCCI BOULEVARD AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "WESTBROOK-PHASE 2 & 3 LARGE LOT SUBDIVISION" FILED FOR RECORD ON DECEMBER 8, 2016 IN BOOK DD OF MAPS, AT PAGE 79, PLACER COUNTY RECORDS, WITHIN SECTIONS 26 & 27, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

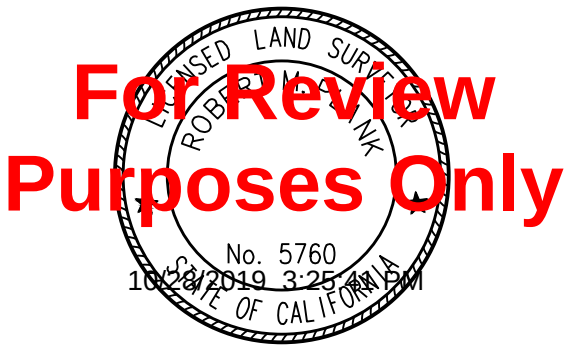
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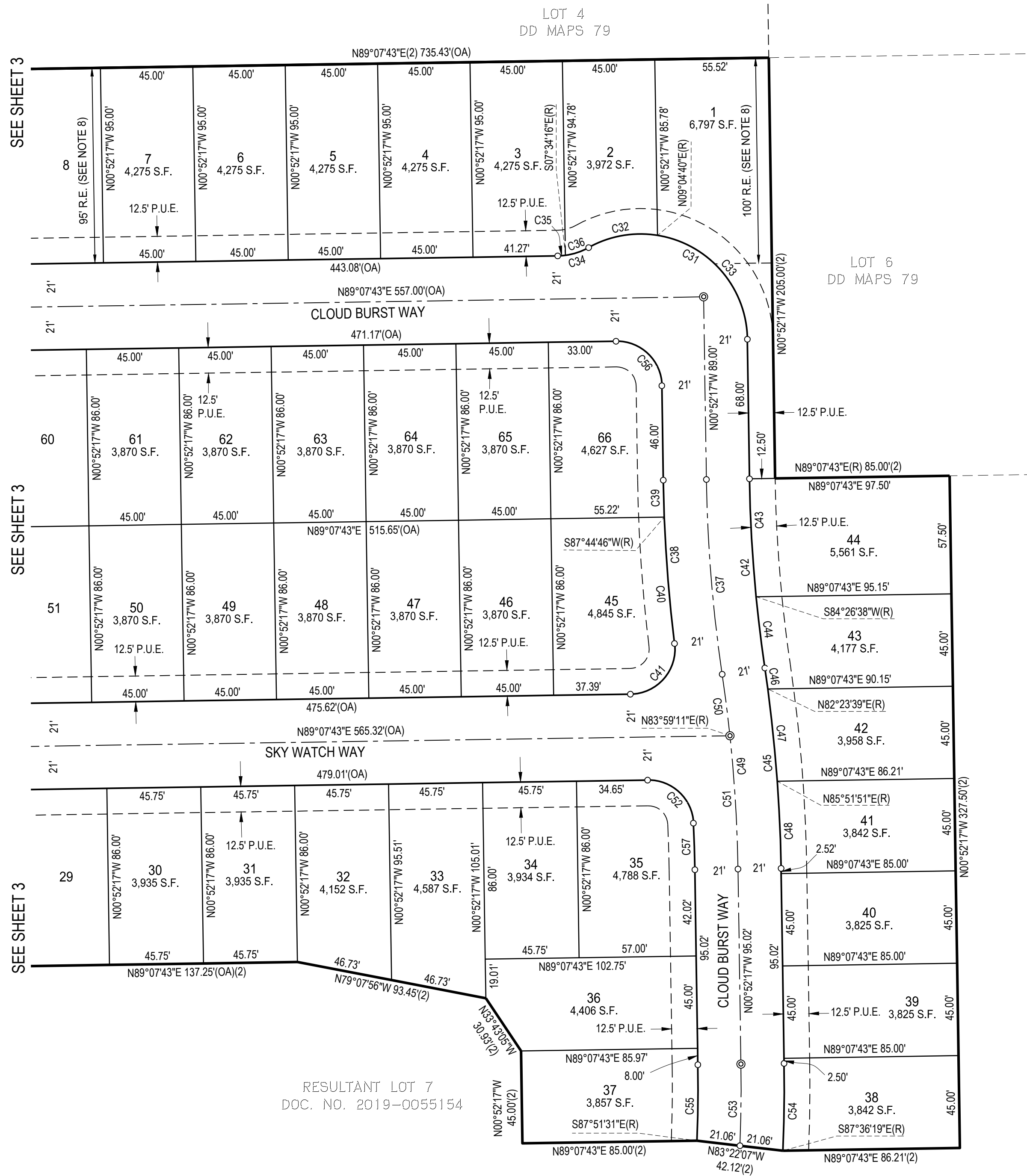
Mackay & Somps
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

NOVEMBER 2019

SHEET 1 OF 4

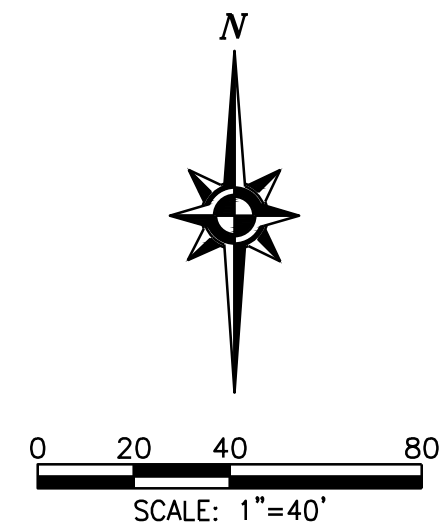
18437.PH3





CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C31	52.00'	118°14'33"	107.31'	N59° 59' 32"W	89.26'
C32	52.00'	38°11'30"	34.66'	N79° 58' 55"E	34.02'
C33	52.00'	80°03'03"	72.65'	N40° 53' 48"W	66.89'
C34	32.00'	28°14'33"	15.77'	N75° 00' 27"E	15.61'
C35	32.00'	06°41'59"	3.74'	N85° 46' 44"E	3.74'
C36	32.00'	21°32'34"	12.03'	N71° 39' 27"E	11.96'
C37	725.00'	07°31'43"	95.27'	N04° 38' 08"W	95.20'
C38	746.00'	06°07'45"	79.80'	N03° 56' 09"W	79.77'
C39	746.00'	01°22'57"	18.00'	N01° 33' 45"W	18.00'
C40	746.00'	04°44'48"	61.80'	N04° 37' 38"W	61.78'
C41	22.00'	96°07'45"	36.91'	N41° 03' 51"E	32.73'
C42	704.00'	7°31'43"	92.51'	N04° 38' 08"W	92.44'
C43	704.00'	04°41'06"	57.56'	N03° 12' 49"W	57.55'
C44	704.00'	02°50'38"	34.94'	N06° 58' 41"W	34.94'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C45	746.00'	07°31'43"	98.03'	N04° 38' 08"W	97.95'
C46	746.00'	00°47'39"	10.34'	N08° 00' 10"W	10.34'
C47	746.00'	03°28'12"	45.18'	N05° 52' 15"W	45.17'
C48	746.00'	03°15'53"	42.51'	N02° 30' 13"W	42.50'
C49	725.00'	07°31'43"	95.27'	N04° 38' 08"W	95.20'
C50	725.00'	02°23'11"	30.19'	N07° 12' 25"W	30.19'
C51	725.00'	05°08'33"	65.07'	N03° 26' 33"W	65.05'
C52	22.00'	88°09'10"	33.85'	N46° 47' 41"W	30.61'
C53	725.00'	03°08'35"	39.77'	N00° 42' 01"E	39.77'
C54	746.00'	03°15'57"	42.52'	N00° 45' 42"E	42.52'
C55	704.00'	03°00'46"	37.02'	N00° 38' 06"E	37.01'
C56	22.00'	90°00'00"	34.56'	N45° 52' 17"W	31.11'
C57	704.00'	01°50'50"	22.70'	N01° 47' 41"W	22.70'



FINAL MAP OF
WESTBROOK - PHASE 3
VILLAGE 20
SUBDIVISION No. PL18-0266

BEING A SUBDIVISION OF RESULTANT LOT 5 AS DESCRIBED IN THAT CERTAIN GRANT DEED
RECORDED ON AUGUST 1, 2019 AS DOCUMENT NUMBER 2019-0055154, AND LOT A AND A
PORTION OF SANTUCCI BOULEVARD AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED
"WESTBROOK-PHASE 2 & 3 LARGE LOT SUBDIVISION" FILED FOR RECORD ON DECEMBER 8,
2016 IN BOOK DD OF MAPS, AT PAGE 79, PLACER COUNTY RECORDS, WITHIN SECTIONS 26 &
27, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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

MAC KAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

SHEET 4 OF 4

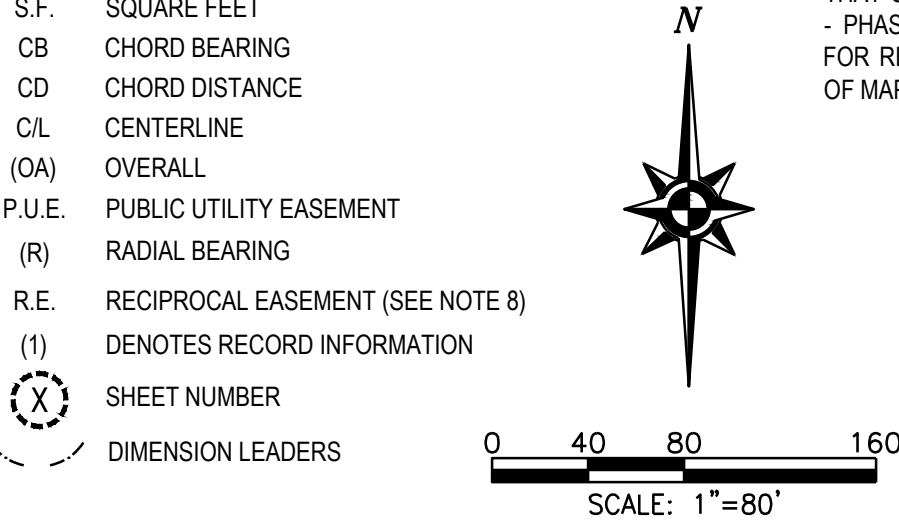
18437.PH3

- NOTES:
- TOTAL AREA OF THIS SUBDIVISION IS 8.871± ACRES, GROSS, CONSISTING OF 66 RESIDENTIAL LOTS AND 2 LANDSCAPE LOTS.
 - ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. DELTA, ARC LENGTHS AND CHORD LENGTHS AND OTHER DISTANCES MAY CONTAIN SOME ROUNDING ERROR. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES.
 - A PRELIMINARY SOILS REPORT WAS PREPARED BY ENGEO DATED MARCH 20, 2014; PROJECT NUMBER 10814.000.000 AND ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT, FILE No. 308-807.
 - ALL FRONT CORNERS ARE MARKED BY A 1" BRASS MARKER STAMPED "LS 5760" IN THE SIDEWALK ON THE EXTENSION OF SIDE LOT LINES 1.00' FROM THE PROPERTY LINE.
 - ALL REAR CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 5760". WHERE REAR CORNER FALLS WITHIN A MASONRY RETAINING WALL, MASONRY SOUND WALL OR CONCRETE FOOTING, A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 5760" WILL BE SET ON THE SIDE LOT LINE AT A 4.00 FOOT OFFSET TO THE REAR CORNER OR A BRASS TAG STAMPED "LS 5760" WILL BE SET WITH EPOXY TO THE FACE OF WALL 2.00 FOOT ABOVE GROUND OR ON TOP OF WALL WHERE THE OFFSET MONUMENT CANNOT BE SET.
 - COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE LOTS SHOWN HEREON ARE RECORDED CONCURRENTLY HERewith AS DOCUMENT NO. _____ OFFICIAL RECORDS OF PLACER COUNTY.
 - PURSUANT TO SECTION 66499.20.0 OF THE GOVERNMENT CODE, THE LANDS SHOWN HEREON, INCLUDING PORTIONS OF SANTUCCI BOULEVARD ARE HEREBY MERGED AND RE-SUBDIVIDED.
 - RECIPROCAL EASEMENT PER DOCUMENT NO. 2019-0055152 BETWEEN SUBJECT PROPERTY AND LOT 4 TO THE NORTH. PROVIDES FOR A TEMPORARY CONSTRUCTION EASEMENT TO BUILD A WALL ALONG THE COMMON PROPERTY LINE THAT WILL BE TERMINATED WHEN WALL CONSTRUCTION IS COMPLETE OR A RESIDENTIAL LOT IS IMPROVED WITH A HOUSE AND SOLD TO A THIRD PARTY HOMEBUYER.

- LEGEND
- FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 4533" PER CC MAPS 85
 - FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944" PER (1)
 - FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944" PER (3)
 - SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 5760" PER CITY OF ROSEVILLE STANDARDS
 - DIMENSION POINT
 - AC ACRES
 - S.F. SQUARE FEET
 - CB CHORD BEARING
 - CD CHORD DISTANCE
 - C/L CENTERLINE
 - (OA) OVERALL
 - P.U.E. PUBLIC UTILITY EASEMENT
 - (R) RADIAL BEARING
 - R.E. RECIPROCAL EASEMENT (SEE NOTE 8)
 - (1) DENOTES RECORD INFORMATION
 - (X) SHEET NUMBER
 - DIMENSION LEADERS
- REFERENCES:
- (1) DD MAPS 79
 - (2) 2019-0055154
 - (3) EE MAPS 50 (WESTBROOK PH2 V2B-3B)

BASIS OF BEARINGS:

THE BASIS OF BEARING FOR THIS MAP IS N89°07'43"E AS SHOWN BETWEEN FOUND MONUMENTS ALONG THE CENTERLINE OF PLEASANT GROVE BOULEVARD AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "WESTBROOK - PHASE 2 & 3 - LARGE LOT SUBDIVISION" FILED FOR RECORD ON DECEMBER 8, 2016 IN BOOK DD OF MAPS, AT PAGE 79, PLACER COUNTY RECORDS.



FINAL MAP OF
WESTBROOK - PHASE 3
VILLAGE 20
SUBDIVISION No. PL18-0266

BEING A SUBDIVISION OF RESULTANT LOT 5 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON AUGUST 1, 2019 AS DOCUMENT NUMBER 2019-0055154, AND LOT A AND A PORTION OF SANTUCCI BOULEVARD AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "WESTBROOK-PHASE 2 & 3 LARGE LOT SUBDIVISION" FILED FOR RECORD ON DECEMBER 8, 2016 IN BOOK DD OF MAPS, AT PAGE 79, PLACER COUNTY RECORDS, WITHIN SECTIONS 26 & 27, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

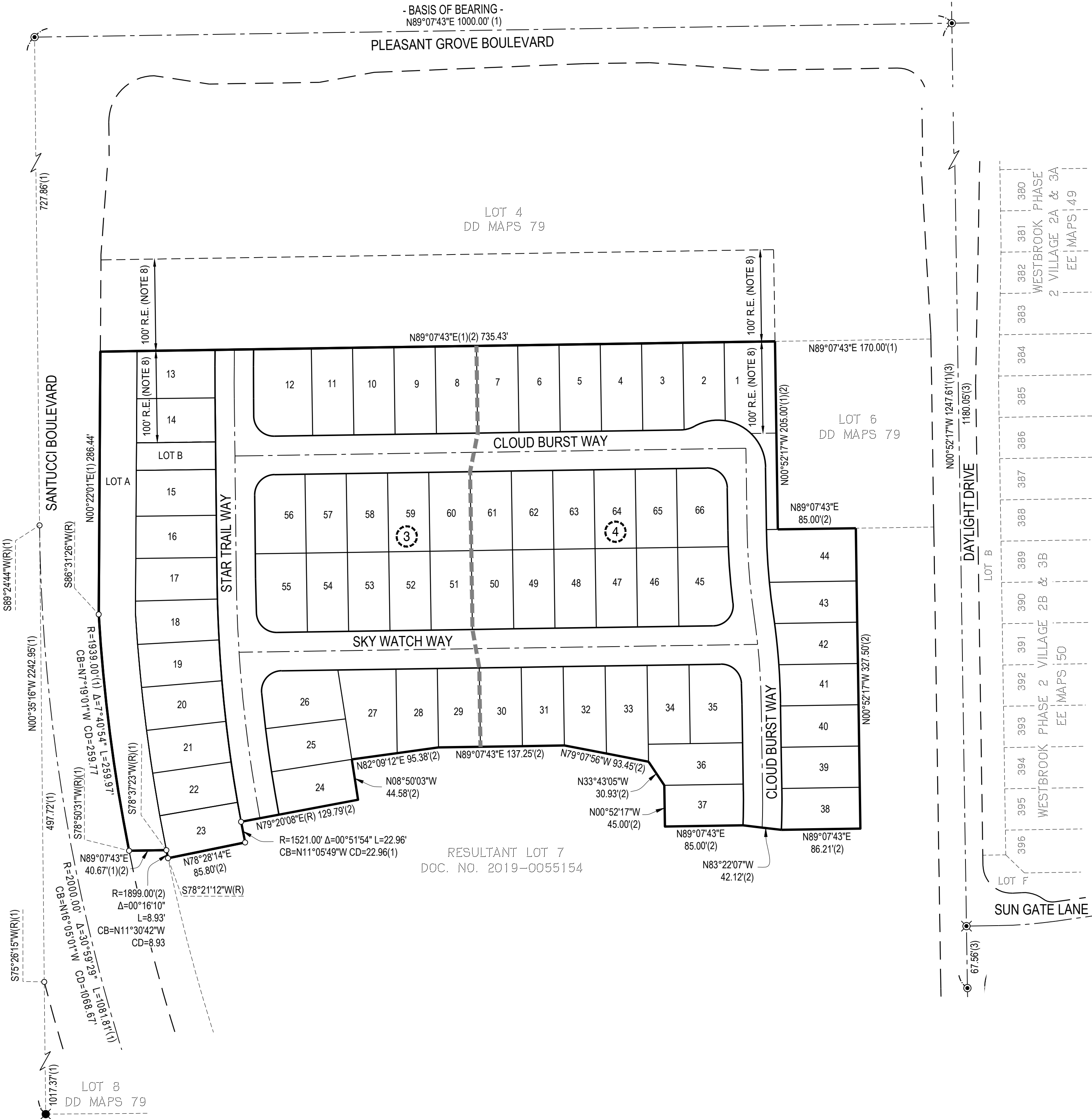
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SHEET 2 OF 4

18437.PH3



LOT 4
DD MAPS 79

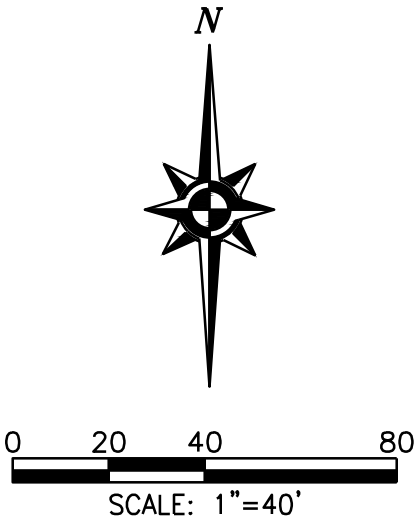
68.24'

SANTUCCI BOULEVARD



CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	2000.00'	01°00'17"	35.07'	N00° 08' 07"W	35.07'
C2	2021.00'	01°00'17"	35.44'	N00° 08' 07"W	35.44'
C3	1979.00'	01°00'17"	34.70'	N00° 08' 07"W	34.70'
C4	22.00'	90°14'01"	34.65'	N45° 45' 16"W	31.18'
C5	1521.00'	10°01'36"	266.17'	N05° 39' 04"W	265.83'
C6	1479.00'	05°11'29"	134.01'	N08° 04' 07"W	133.96'
C7	22.00'	94°36'07"	36.32'	N41° 49' 40"E	32.34'
C8	1479.00'	01°31'06"	39.19'	N06° 13' 56"W	39.19'
C9	1479.00'	01°50'11"	47.41'	N07° 54' 35"W	47.40'
C10	1479.00'	01°50'11"	47.41'	N09° 44' 46"W	47.40'
C11	22.00'	88°47'06"	34.09'	N46° 28' 44"W	30.78'
C12	1479.00'	01°26'55"	37.39'	N01° 21' 43"W	37.39'
C13	22.00'	89°45'59"	34.47'	N44° 14' 44"E	31.05'
C14	1521.00'	00°49'01"	21.69'	N01° 02' 46"W	21.69'
C15	1521.00'	01°40'53"	44.63'	N02° 17' 43"W	44.63'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C16	1521.00'	01°40'43"	44.56'	N03° 58' 31"W	44.56'
C17	1521.00'	01°40'43"	44.56'	N05° 39' 15"W	44.56'
C18	1521.00'	01°40'43"	44.56'	N07° 19' 58"W	44.56'
C19	1521.00'	01°40'43"	44.56'	N09° 00' 41"W	44.56'
C20	1521.00'	01°40'43"	44.56'	N10° 41' 24"W	44.56'
C21	1899.00'	01°25'14"	47.08'	N10° 56' 11"W	47.08'
C22	1899.00'	01°25'15"	47.09'	N09° 30' 57"W	47.09'
C23	1899.00'	01°25'17"	47.11'	N08° 05' 41"W	47.11'
C24	1899.00'	01°25'19"	47.13'	N06° 40' 23"W	47.13'
C25	1899.00'	01°25'23"	47.16'	N05° 15' 02"W	47.16'
C26	1899.00'	01°01'21"	33.89'	N04° 01' 40"W	33.89'
C27	2021.00'	00°58'24"	34.33'	N00° 07' 11"W	34.33'
C28	2021.00'	00°01'53"	1.10'	N00° 37' 20"W	1.10'



FINAL MAP OF
WESTBROOK - PHASE 3
VILLAGE 20
SUBDIVISION No. PL18-0266

BEING A SUBDIVISION OF RESULTANT LOT 5 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON AUGUST 1, 2019 AS DOCUMENT NUMBER 2019-0055154, AND LOT A AND A PORTION OF SANTUCCI BOULEVARD AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "WESTBROOK-PHASE 2 & 3 LARGE LOT SUBDIVISION" FILED FOR RECORD ON DECEMBER 8, 2016 IN BOOK DD OF MAPS, AT PAGE 79, PLACER COUNTY RECORDS, WITHIN SECTIONS 26 & 27, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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SHEET 3 OF 4

18437.PH3

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



COUNCIL COMMUNICATION

CC #: 0452

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

Title: Westbrook - Phase 3, Village 21 - Final Map and Subdivision Agreement

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

Meeting Date: 11/20/2019

Item #: 7.16.

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, E & F, and the rights of way and the easements offered thereon, and
- 2.) Adopt a resolution approving the Subdivision Agreement and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services Department, 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 create 81 residential lots and 6 landscape lots.

FISCAL IMPACT

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

ENVIRONMENTAL REVIEW

Approval of the Westbrook - Phase 3, Village 21 final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Westbrook - Phase 3, Village 21 final map was accomplished with the preparation of the Sierra Vista Specific Plan FEIR (SCH# 2008032017) and the Mitigated Negative Declaration (MND) and associated Mitigation Monitoring Program approved by the City of Roseville on June 6, 2012. Because the Westbrook - Phase 3, Village 21 final map is consistent with project evaluated in the Sierra Vista Specific Plan FEIR, no new effects would be expected to occur and all applicable mitigation

measures from the Sierra Vista Specific Plan FEIR will be implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-498

Subdivision Agreement

Final Map

RESOLUTION NO. 19-498

APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE
AND K. HOVNANIAN HOMES OF NORTHERN CALIFORNIA, INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement between the City of Roseville and K. Hovnanian Homes of Northern California, Inc., for the Westbrook - Phase 3, Village 21 Subdivision, 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

Westbrook - Phase 3, Village 21 SUBDIVISION

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

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville,
County of Placer, known as "Westbrook - Phase 3, Village 21 Subdivision" (Subdivision
no. PL 18-0266; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning
Commission on the 24 day of January, 2019, and the final map of the Subdivision
has been approved subject to the execution of this Agreement; and

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

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

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

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

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by MacKay & Somps, dated 8/2/2019 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 12/31/2020, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in

connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

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

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

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

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

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

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

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

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

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$ 1,986,255.00. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15

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

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

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

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

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

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

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

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

10. Warranty.

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

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

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

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

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

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

COVERAGE

LIMITS OF LIABILITY

General Liability

\$2,000,000 per occurrence

\$4,000,000 aggregate

Personal Injury:

\$2,000,000 per occurrence

\$4,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Robert Sprague - Forward Planning Manager
K. Hovnanian Homes
3721 Douglas Blvd., Suite 150
Roseville, CA 95661

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

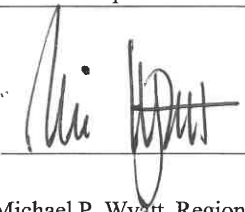
22. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

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

CITY OF ROSEVILLE, a
municipal corporation,

BY: _____
DOMINICK CASEY
City Manager

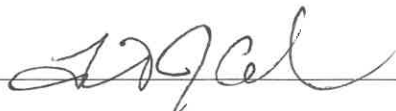
K. Hovnanian Homes of Northern California, Inc. ,
a California corporation

BY:  _____
its: Michael P. Wyatt, Region President

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY:  _____
its: Tim Collison, Controller

(NOTARIZATION REQUIRED)

APPROVED AS TO FORM:

BY:  _____
for ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUFFICIENCY:

BY:  _____
MARC STOUT
City Engineer

ACKNOWLEDGMENT

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

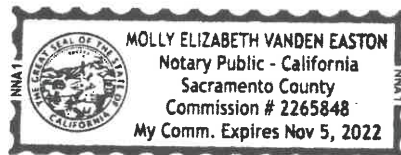
State of California
County of Placer)

On October 24, 2019 before me, Molly Elizabeth Vanden Easton, Notary Public
(insert name and title of the officer)

personally appeared Mike Wyatt,
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 Molly Elizabeth Vanden Easton (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

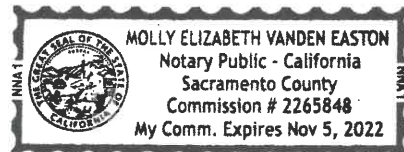
County of Placer)

On October 24, 2019 before me, Molly Elizabeth Vanden Easton, Notary Public
(insert name and title of the officer)

personally appeared Tim Collison,
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 Molly Elizabeth Vanden Easton (Seal)

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "WESTBROOK - PHASE 3 VILLAGE 21" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR PARTICULAR PURPOSES THE FOLLOWING:

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

- (A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS, ABOVE GROUND APPURTENANCES FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS A, B, C, D, E AND F AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHTS-OF-WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

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

- (A) AS PUBLIC RIGHTS-OF-WAY (INCLUDING IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS SOLAIRE DRIVE, DAYLIGHT DRIVE, STAR GATE DRIVE, STAR TRAIL WAY, SOLIS DRIVE, CLOUD BURST WAY AND COSMIC COURT.
- (B) LOTS A, B, C, D, E AND F SHOWN HEREON TO THE CITY OF ROSEVILLE FOR LANDSCAPING PURPOSES AND AS PUBLIC RIGHTS-OF-WAY.

K. HOVNANIAN HOMES OF NORTHERN CALIFORNIA, INC.
A CALIFORNIA CORPORATION

BY: _____ BY: _____

NAME: MICHAEL P. WYATT
ITS: REGION PRESIDENT

NAME: TIM COLLISON
ITS: DIVISION CONTROLLER

DATE: _____ DATE: _____

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 _____

ON _____ BEFORE ME, _____, 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 AND OFFICIAL SEAL.

SIGNATURE _____ PRINTED NAME _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY _____

MY COMMISSION EXPIRES: _____ MY COMMISSION NUMBER: _____

TRUSTEE'S STATEMENT

PLACER TITLE COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE UNDER DEED OF TRUST SECURITY AGREEMENT, ASSIGNMENT OF RENTS & FIXTURE FILING RECORDED AUGUST 1, 2019 AS INSTRUMENT 2019-0055159, OFFICIAL RECORDS OF PLACER COUNTY, CALIFORNIA, HEREBY CONSENTS TO THE RECORDATION OF THIS MAP AND THE SUBDIVISION OF THE LANDS SHOWN HEREON.

NAME: _____ DATE: _____
TITLE: _____

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 _____

ON _____ BEFORE ME, _____, 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 AND OFFICIAL SEAL.

SIGNATURE _____ PRINTED NAME _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY _____

MY COMMISSION EXPIRES: _____ MY COMMISSION NUMBER: _____

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 _____

ON _____ BEFORE ME, _____, 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 AND OFFICIAL SEAL.

SIGNATURE _____ PRINTED NAME _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY _____

MY COMMISSION EXPIRES: _____ MY COMMISSION NUMBER: _____

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "WESTBROOK - PHASE 3 VILLAGE 21" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF WESTPARK S.V. 400, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN DECEMBER 2018. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED, AND WILL BE SET BY DECEMBER 31, 2020 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

ROBERT M. PLANK, PLS 5760
EXPIRATION DATE: JUNE 30, 2020

DATE: _____

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "WESTBROOK - PHASE 3 VILLAGE 21" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATE: _____

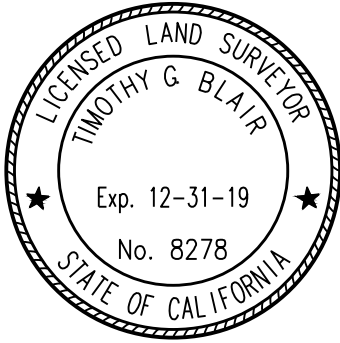
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2020

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF "WESTBROOK - PHASE 3 VILLAGE 21" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATE: _____

TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2019



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "WESTBROOK - PHASE 3 VILLAGE 21", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, LOTS A, B, C, D, E AND F AND RIGHTS-OF-WAY AND EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS APPROVED THE ABANDONMENT OF THE RIGHTS-OF-WAY LISTED HEREON WITHIN NOTE 7 ON SHEET 2.

CITY CLERK, CITY OF ROSEVILLE

DATE: _____ BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2019, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

RECORDED ON AUGUST 1, 2019 AS DOCUMENT NUMBER 2019-0055154, AND LOT B AND A PORTION OF SOLAIRE DRIVE & DAYLIGHT DRIVE AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "WESTBROOK-PHASE 2 & 3 LARGE LOT SUBDIVISION" FILED FOR RECORD ON DECEMBER 8, 2016 IN BOOK DD OF MAPS, AT PAGE 79, PLACER COUNTY RECORDS, WITHIN SECTIONS 26 & 27, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

BY: _____ FEE: \$ _____
DEPUTY

FINAL MAP OF
WESTBROOK - PHASE 3
VILLAGE 21
SUBDIVISION No. PL18-0266

BEING A SUBDIVISION OF RESULTANT LOT 7 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON AUGUST 1, 2019 AS DOCUMENT NUMBER 2019-0055154, AND LOT B AND A PORTION OF SOLAIRE DRIVE & DAYLIGHT DRIVE AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "WESTBROOK-PHASE 2 & 3 LARGE LOT SUBDIVISION" FILED FOR RECORD ON DECEMBER 8, 2016 IN BOOK DD OF MAPS, AT PAGE 79, PLACER COUNTY RECORDS, WITHIN SECTIONS 26 & 27, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

Mackay & Somps
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

NOVEMBER 2019

SHEET 1 OF 5

18437.PH3



NOTES:

- TOTAL AREA OF THIS SUBDIVISION IS 12.713 ACRES, GROSS, CONSISTING OF 81 RESIDENTIAL LOTS AND 6 LANDSCAPE LOTS.
- ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. DELTA, ARC LENGTHS, CHORD LENGTHS AND OTHER DISTANCES MAY CONTAIN SOME ROUNDING ERROR. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES.
- A PRELIMINARY SOILS REPORT WAS PREPARED BY ENGEO DATED MARCH 20, 2014; PROJECT NUMBER 10814.000.000 AND ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT, FILE No. 308-894.
- THE SOUTHEAST CORNER OF LOT 8 AND THE NORTHEAST CORNER OF LOT 76 WILL BE SET IN THE SIDEWALK WITH A 5.00' OFFSET ON THE SIDE LOT LINE EXTENDED WITH A 1" BRASS MARKER STAMPED "LS 5760". ALL OTHER FRONT CORNERS WILL BE SET IN THE SIDEWALK WITH A 1.00' OFFSET ON THE SIDE LOT LINE EXTENDED WITH A 1" BRASS MARKER STAMPED "LS 5760".
- ALL REAR CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 5760". WHERE REAR CORNER FALLS WITHIN A MASONRY RETAINING WALL, MASONRY SOUND WALL OR CONCRETE FOOTING, A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 5760" WILL BE SET ON THE SIDE LOT LINE AT A 4.00 FOOT OFFSET TO THE REAR CORNER OR A BRASS TAG STAMPED "LS 5760" WILL BE SET WITH EPOXY TO THE FACE OF WALL 2.00 FOOT ABOVE GROUND OR ON TOP OF WALL WHERE THE OFFSET MONUMENT CANNOT BE SET.
- COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE LOTS SHOWN HEREON ARE RECORDED CONCURRENTLY HEREWITH AS DOCUMENT NO. OFFICIAL RECORDS OF PLACER COUNTY.
- PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING RIGHTS-OF-WAY ARE HEREBY ABANDONED:
A. THOSE PORTIONS OF DAYLIGHT DRIVE AND SOLAIRE DRIVE NOT SHOWN HEREON.

LEGEND

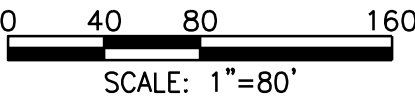
- FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 4533" PER CC MAPS 85
- FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944" PER (1)
- FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944" PER (3)
- SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 5760" PER CITY OF ROSEVILLE STANDARDS
- DIMENSION POINT
- S.F. SQUARE FEET
- CB CHORD BEARING
- CD CHORD DISTANCE
- C/L CENTERLINE
- (OA) OVERALL
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL BEARING
- (1) DENOTES RECORD INFORMATION
- (X) SHEET NUMBER
- DIMENSION LEADERS

REFERENCES:

- (1) DD MAPS 79
- (2) 2019-0055154
- (3) EE MAPS 50 WESTBROOK PH2 V2B & 3B

BASIS OF BEARINGS:

THE BASIS OF BEARING FOR THIS MAP IS N00°52'17"W AS SHOWN BETWEEN FOUND MONUMENTS ALONG THE CENTERLINE OF DAYLIGHT DRIVE AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "WESTBROOK - PHASE 2 & 3 - LARGE LOT SUBDIVISION" FILED FOR RECORD ON DECEMBER 8, 2016 IN BOOK DD OF MAPS, AT PAGE 79, PLACER COUNTY RECORDS.



FINAL MAP OF
WESTBROOK - PHASE 3
VILLAGE 21
SUBDIVISION No. PL18-0266

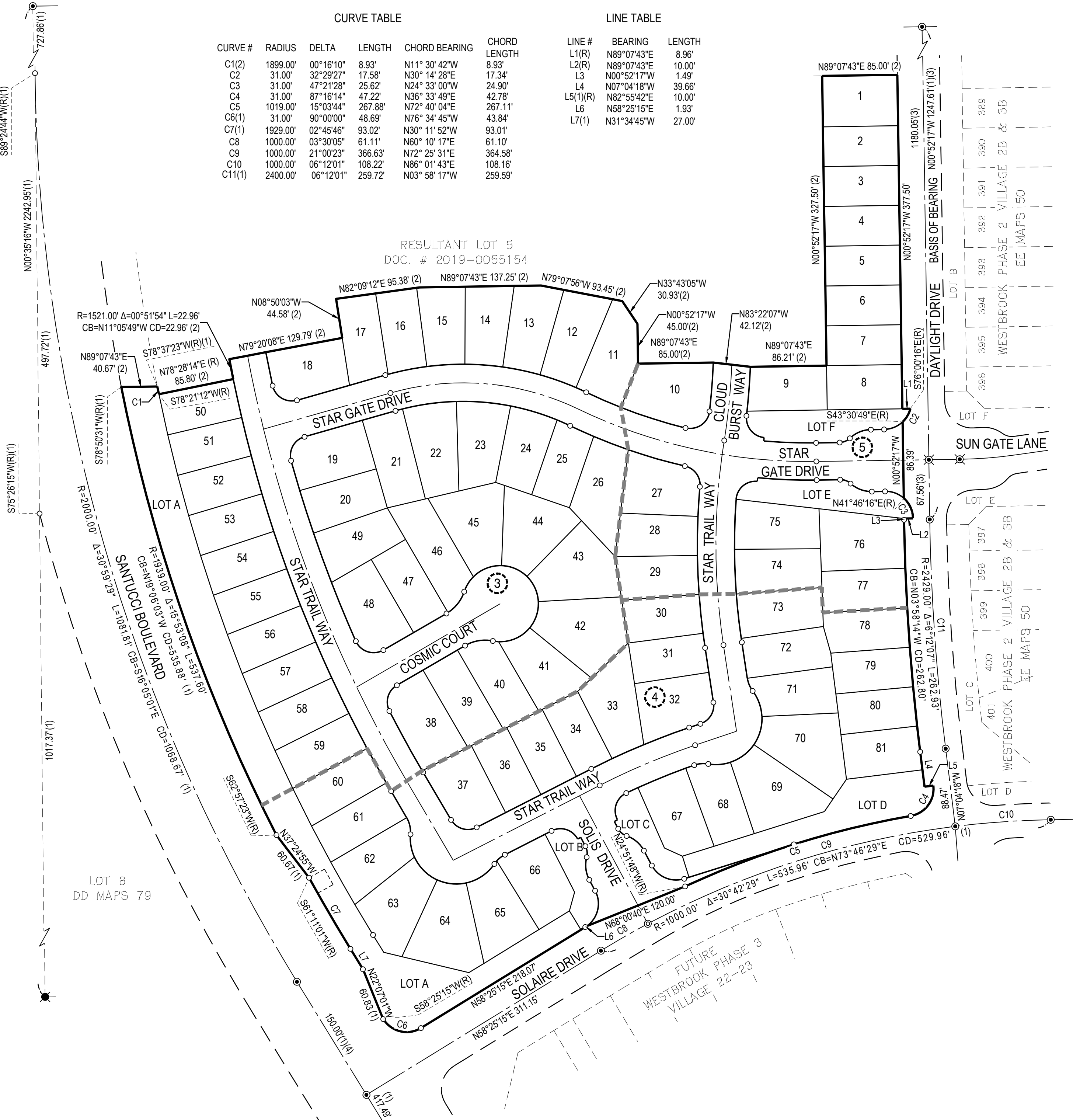
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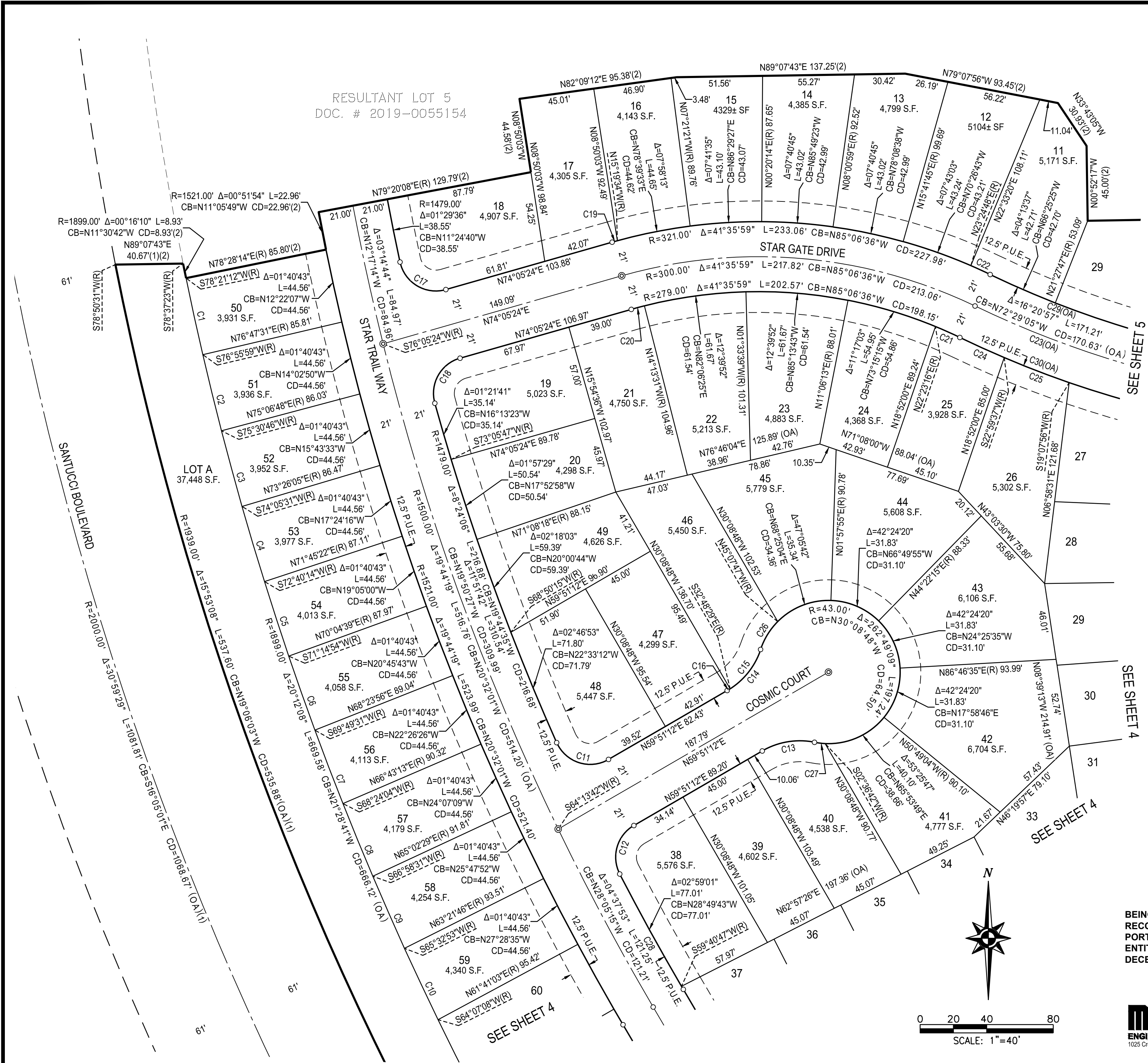
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SHEET 2 OF 5

18437.PH3





CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	1899.00'	01°25'13"	47.08'	N12° 21' 24"W	47.07'
C2	1899.00'	01°25'14"	47.08'	N13° 46' 38"W	47.08'
C3	1899.00'	01°25'15"	47.09'	N15° 11' 52"W	47.09'
C4	1899.00'	01°25'17"	47.11'	N16° 37' 08"W	47.11'
C5	1899.00'	01°25'20"	47.13'	N18° 02' 26"W	47.13'
C6	1899.00'	01°25'23"	47.17'	N19° 27' 47"W	47.17'
C7	1899.00'	01°25'27"	47.21'	N20° 53' 13"W	47.21'
C8	1899.00'	01°25'33"	47.25'	N22° 18' 43"W	47.25'
C9	1899.00'	01°25'38"	47.31'	N23° 44' 18"W	47.31'
C10	1899.00'	01°25'45"	47.37'	N25° 10' 00"W	47.37'
C11	22.00'	96°12'09"	36.94'	N72° 02' 43"W	32.75'
C12	22.00'	87°11'25"	33.48'	N16° 15' 30"E	30.34'
C13	45.00'	41°24'35"	32.52'	N80° 33' 30"E	31.82'
C14	45.00'	41°24'35"	32.52'	N39° 08' 55"E	31.82'
C15	45.00'	38°44'53"	30.43'	N37° 49' 04"E	29.86'
C16	45.00'	02°39'41"	2.09'	N58° 31' 22"E	2.09'
C17	22.00'	93°45'08"	36.00'	N59° 02' 02"W	32.11'
C18	22.00'	89°37'56"	34.42'	N29° 16' 26"E	31.01'
C19	321.00'	00°35'02"	3.27'	N74° 22' 55"E	3.27'
C20	279.00'	01°41'04"	8.20'	N74° 55' 56"E	8.20'
C21	279.00'	03°18'08"	16.08'	N65° 57' 40"W	16.08'
C22	321.00'	02°16'35"	12.75'	N65° 26' 54"W	12.75'
C23	600.00'	26°33'40"	278.15'	N77° 35' 27"W	275.66'
C24	621.00'	02°41'47"	29.22'	N65° 39' 30"W	29.22'
C25	621.00'	03°51'41"	41.85'	N68° 56' 14"W	41.84'
C26	43.00'	26°25'35"	19.83'	N31° 39' 26"E	19.66'
C27	43.00'	08°39'05"	6.49'	N83° 03' 45"W	6.49'
C28	1479.00'	03°03'58"	79.15'	N28° 52' 12"W	79.14'
C29	579.00'	11°49'10"	119.44'	N00° 13' 11"W	119.23'
C30	621.00'	12°42'09"	137.68'	N70° 39' 41"W	137.39'

FINAL MAP OF
WESTBROOK - PHASE 3
VILLAGE 21
SUBDIVISION No. PL18-0266

BEING A SUBDIVISION OF RESULTANT LOT 7 AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON AUGUST 1, 2019 AS DOCUMENT NUMBER 2019-0055154, AND LOT B AND A PORTION OF SOLAIRE DRIVE & DAYLIGHT DRIVE AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "WESTBROOK-PHASE 2 & 3 LARGE LOT SUBDIVISION" FILED FOR RECORD ON DECEMBER 8, 2016 IN BOOK DD OF MAPS, AT PAGE 79, PLACER COUNTY RECORDS, WITHIN SECTIONS 26 & 27, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN
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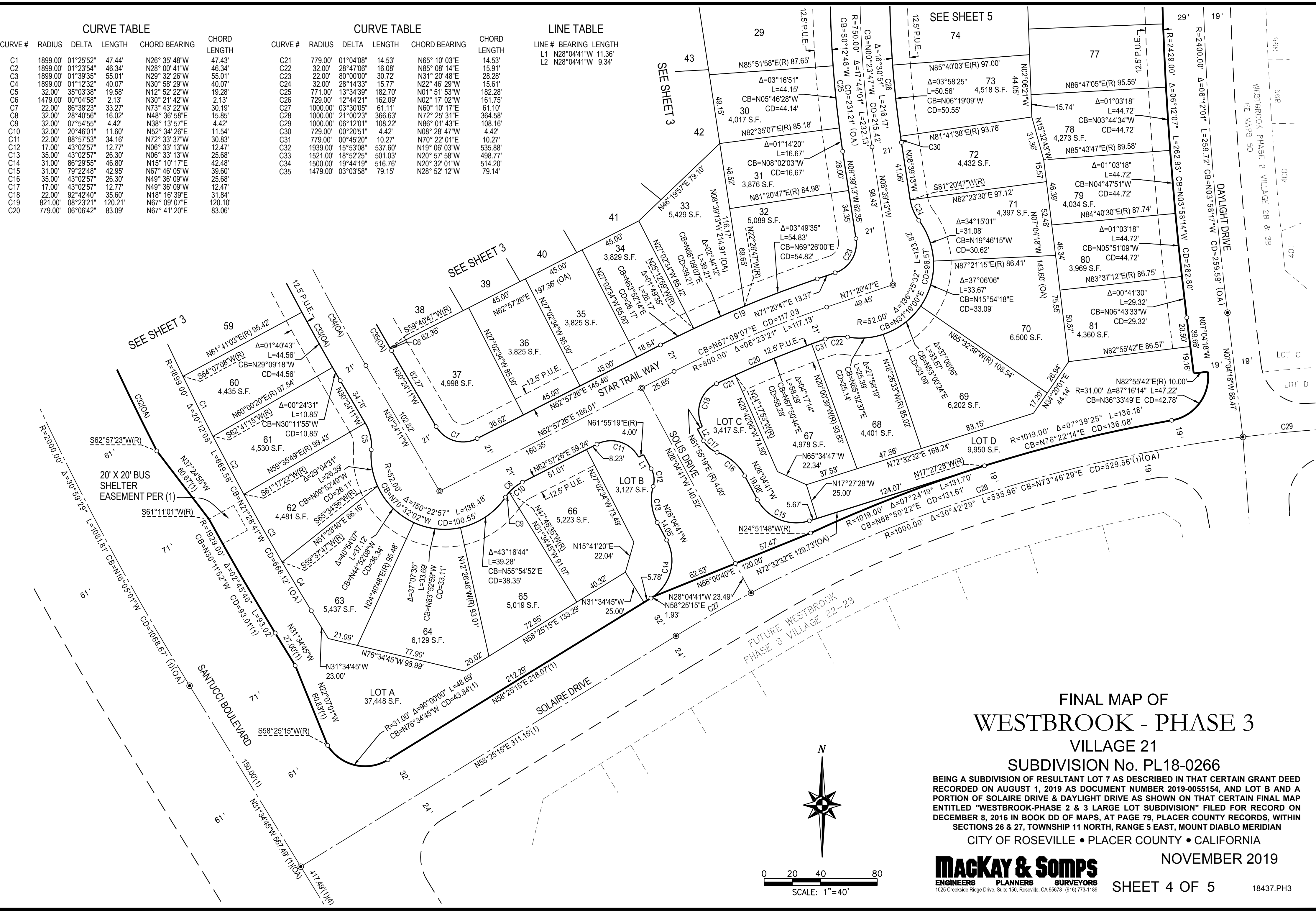
SHEET 3 OF 5

18437.PH3

CURVE TABLE					CHORD LENGTH
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	
C1	1899.00'	01°25'52"	47.44'	N26°35'48"W	47.43'
C2	1899.00'	01°23'54"	46.34'	N28°00'41"W	46.34'
C3	1899.00'	01°39'35"	55.01'	N29°32'26"W	55.01'
C4	1899.00'	01°12'32"	40.07'	N30°58'29"W	40.07'
C5	32.00'	35°03'38"	19.58'	N12°52'22"W	19.28'
C6	1479.00'	00°04'58"	2.13'	N30°21'42"W	2.13'
C7	22.00'	86°38'23"	33.27'	N73°43'22"W	30.19'
C8	32.00'	28°40'56"	16.02'	N48°36'58"E	15.85'
C9	32.00'	07°54'55"	4.42'	N38°13'57"E	4.42'
C10	32.00'	20°46'01"	11.60'	N52°34'26"E	11.54'
C11	22.00'	88°57'53"	34.16'	N72°33'37"W	30.83'
C12	17.00'	43°02'57"	12.77'	N06°33'13"W	12.47'
C13	35.00'	43°02'57"	26.30'	N06°33'13"W	25.68'
C14	31.00'	86°29'55"	46.80'	N15°10'17"E	42.48'
C15	31.00'	79°22'48"	42.95'	N67°46'05"W	39.60'
C16	35.00'	43°02'57"	26.30'	N49°36'09"W	25.68'
C17	17.00'	43°02'57"	12.77'	N49°36'09"W	12.47'
C18	22.00'	92°42'40"	35.60'	N18°16'39"E	31.84'
C19	821.00'	08°23'21"	120.21'	N67°09'07"E	120.10'
C20	779.00'	06°06'42"	83.09'	N67°41'20"E	83.06'

CURVE TABLE					CHORD LENGTH
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	
C21	779.00'	01°04'08"	14.53'	N65°10'03"E	14.53'
C22	32.00'	28°47'06"	16.08'	N85°08'14"E	15.91'
C23	22.00'	80°00'00"	30.72'	N31°20'48"E	28.28'
C24	32.00'	28°14'33"	15.77'	N22°46'29"W	15.61'
C25	771.00'	13°34'39"	182.70'	N01°51'53"W	182.28'
C26	729.00'	12°44'21"	162.09'	N02°17'02"W	161.75'
C27	1000.00'	03°30'05"	61.11'	N60°10'17"E	61.10'
C28	1000.00'	21°00'23"	366.63'	N72°25'31"E	364.58'
C29	1000.00'	06°12'01"	108.22'	N86°01'43"E	108.16'
C30	729.00'	00°20'51"	4.42'	N08°28'47"W	4.42'
C31	779.00'	00°45'20"	10.27'	N70°22'01"E	10.27'
C32	1939.00'	15°53'08"	537.60'	N19°06'03"W	535.88'
C33	1521.00'	18°52'25"	501.03'	N20°57'58"W	498.77'
C34	1500.00'	19°44'19"	516.76'	N20°32'01"W	514.20'
C35	1479.00'	03°03'58"	79.15'	N28°52'12"W	79.14'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N28°04'41"W	11.36'
L2	N28°04'41"W	9.34'

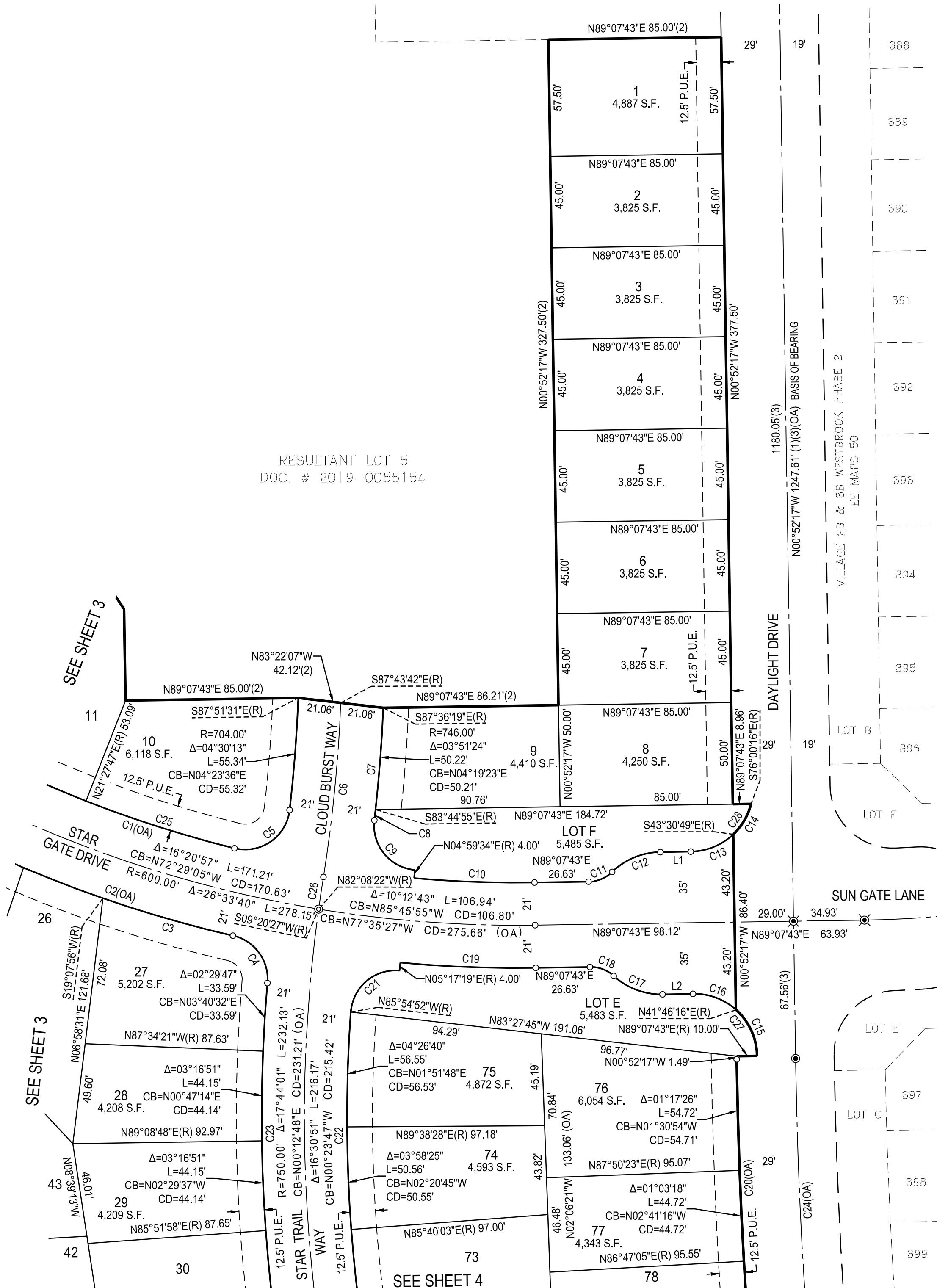


FINAL MAP OF
WESTBROOK - PHASE 3
VILLAGE 21
SUBDIVISION No. PL18-0266
BEING A SUBDIVISION OF RESULTANT LOT 7 AS DESCRIBED IN THAT CERTAIN GRANT DEED
RECORDED ON AUGUST 1, 2019 AS DOCUMENT NUMBER 2019-0055154, AND LOT B AND A
PORTION OF SOLAIRE DRIVE & DAYLIGHT DRIVE AS SHOWN ON THAT CERTAIN FINAL MAP
ENTITLED "WESTBROOK-PHASE 2 & 3 LARGE LOT SUBDIVISION" FILED FOR RECORD ON
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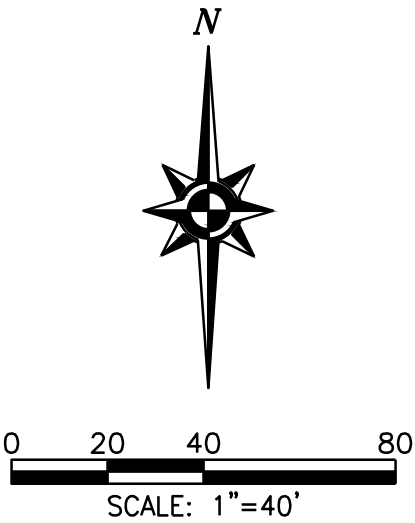
SHEET 4 OF 5

18437.PH3



CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	579.00'	11°49'10"	119.44'	N70° 13' 11"W	119.23'
C2	621.00'	12°42'09"	137.68'	N70° 39' 41"W	137.39'
C3	621.00'	06°08'42"	66.60'	N73° 56' 25"W	66.57'
C4	22.00'	81°56'12"	31.46'	N36° 02' 40"W	28.85'
C5	22.00'	97°13'32"	37.33'	N55° 15' 28"E	33.01'
C6	725.00'	06°48'30"	86.15'	N05° 40' 33"E	86.10'
C7	746.00'	04°15'53"	55.53'	N04° 31' 37"E	55.52'
C8	746.00'	00°24'29"	5.31'	N06° 27' 20"E	5.31'
C9	22.00'	91°40'00"	35.20'	N39° 10' 26"W	31.56'
C10	579.00'	05°51'51"	59.26'	N87° 56' 21"W	59.23'
C11	17.00'	43°02'57"	12.77'	N67° 36' 15"E	12.47'
C12	35.00'	43°02'57"	26.30'	N67° 36' 15"E	25.68'
C13	31.00'	42°38'32"	23.07'	N67° 48' 27"E	22.54'
C14	31.00'	32°29'27"	17.58'	N30° 14' 28"E	17.34'
C15	31.00'	47°21'28"	25.62'	N24° 33' 00"W	24.90'
C16	31.00'	42°38'32"	23.07'	N69° 33' 00"W	22.54'
C17	35.00'	43°02'57"	26.30'	N69° 20' 48"W	25.68'
C18	17.00'	43°02'57"	12.77'	N69° 20' 48"W	12.47'
C19	621.00'	06°09'35"	66.76'	N87° 47' 29"W	66.73'
C20	2429.00'	06°12'07"	262.93'	N03° 58' 14"W	262.80'
C21	22.00'	91°12'11"	35.02'	N49° 41' 13"E	31.44'
C22	729.00'	12°44'21"	162.09'	N02° 17' 02"W	161.75'
C23	771.00'	13°34'39"	182.70'	N01° 51' 53"W	182.28'
C24	2400.00'	06°12'01"	259.72'	N03° 58' 17"W	259.59'
C25	579.00'	07°35'33"	76.73'	N72° 20' 00"W	76.67'
C26	750.00'	01°13'10"	15.96'	N08° 28' 13"E	15.96'
C27	31.00'	90°00'00"	48.69'	N45°52'17"W	43.84'
C28	31.00'	75°07'59"	40.65'	N51°33'44"W	37.80'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89°07'43"E	15.00'
L2	N89°07'43"E	15.00'



FINAL MAP OF
WESTBROOK - PHASE 3
VILLAGE 21
SUBDIVISION No. PL18-0266

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NOVEMBER 2019

SHEET 5 OF 5

18437.PH3



COUNCIL COMMUNICATION

CC #: 0441
File #: 0800-02

Title: Issue Management Services - Professional Services Agreement Amendment and Cost Share Agreement
Contact: Noelle Mattock 916-774-5504 ncmattock@roseville.ca.us

Meeting Date: 11/20/2019
Item #: 7.17.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council:

1. Adopt a resolution to approve a first amendment to professional services agreement with Hermocillo-Azevedo Strategic Communications LLC, and authorize the City Manager to execute it on behalf of the City of Roseville; and
2. Adopt a resolution to approve a Cost Share Agreement for Issue Management Services with the City of Sacramento and the Placer County Water Agency, and authorize the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

The City of Roseville, working with Placer County Water Agency (PCWA) and the City of Sacramento, have worked with Hermocillo-Azevedo Strategic Communications LLC over the past twenty-four months under a Cost Share Agreement (CSA). The City of Roseville has been the administrator of the Professional Services Agreement (PSA) and the scope of the PSA was developed by mutual agreement of the Partners. The City of Roseville, City of Sacramento, and PCWA have mutually agreed upon the amended scope of services (Attachment A) that includes:

- Bay Delta Water Quality Control Plan Update / Voluntary Agreements
- Water Resiliency Portfolio Initiative
- Regional Infrastructure Projects (e.g., Water Bank)
- California WaterFix / Reservoir Operations plan
- Other issue management projects, as needed

Each agency will be charged as follows:

Services Provided To	Monthly Retainers	Overage Budgets	Baseline Retainer Amount
City of Roseville	\$5,000		\$60,000
City of Sacramento	\$5,000		\$60,000
Placer County Water			

Agency	\$2,500		\$ 30,000
Retainer subtotal	\$12,500		\$150,000
Overage built into contract, allocated, as needed, by Roseville to partners		\$120,000	\$120,000
Contract subtotals for 12 months	\$150,000	\$120,000	\$270,000
Contract total for 48 month term (Retainer + Overage)	\$600,000	\$480,000	\$1,080,000

For the City of Roseville and City of Sacramento, there is a minimum monthly retainer of \$5,000.00 per month (\$60,000.00 per agency per year), which accounts for a set amount of time that Hermocillo-Azevedo Strategic Communications LLC would render services. Should the time billed exceed this retainer amount in any one-month period, Hermocillo-Azevedo Strategic Communications LLC will bill the City of Roseville for this amount as an overage. Then the City of Roseville would allocate and bill the City of Sacramento and PCWA for their share of the overages through the amended Cost Share Agreement. The partners have agreed to allocate \$120,000.00 annually for potential overages. Overages are not anticipated and will only occur with prior consent of the partners, when there is an issue that requires an extra level of time.

Placer County Water Agency wishes to work with the City of Roseville and the City of Sacramento on a limited basis and will pay a \$2,500.00 monthly retainer (\$30,000.00 annually). PCWA will reimburse the City of Roseville for this cost plus any potential overages incurred by PCWA.

The City of Sacramento and PCWA will reimburse the City of Roseville for all costs incurred on their behalf, through the extended Cost Share Agreement, for the four-year contract term.

FISCAL IMPACT

Roseville's annual cost share of \$100,000.00 is currently budgeted in FY2019-20, through the Water Operations Fund, funded through utility rate revenue, subject to appropriation by the City Council in future budgets.

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, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

Approval of the Professional Services Agreement and Cost Share Agreement meets the above

criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Noelle Mattock, Utility Government Relations Administrator

Richard D. Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-482

First Amendment to Professional Services Agreement with Hermocillo-Azevedo Strategic Communications LLC

Resolution No. 19-483

Cost Share Agreement for issue management services

RESOLUTION NO. 19-482

APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY
AND BETWEEN THE CITY OF ROSEVILLE AND HERMOCILLO-AZEVEDO
STRATEGIC COMMUNICATIONS LLC, AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a first amendment to professional services agreement for issue management services, by and between the City of Roseville and Hermocillo-Azevedo Strategic Communications LLC, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Project: Issue Management Services

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Hermocillo-Azevedo Strategic Communications LLC, a California limited liability company ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated December 20, 2017 ("Agreement") regarding issue management services ("Project"); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT's letter/proposal which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, CONSULTANT is willing and able to provide such additional services.

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide additional services as described in Exhibit "A" of this First Amendment to Agreement.
2. Section 1 of the Agreement is amended by adding a paragraph to read as follows:

"Term. The term of this First Amendment shall be for four (4) years, commencing December 20, 2019 and ending on December 19, 2023."

3. Section 3 of the Agreement is amended by adding a paragraph to read as follows:

"CITY shall pay one million, eighty thousand dollars (\$1,080,000.00), in consideration of the additional services as set forth in Exhibit "A" to the First Amendment to Agreement."

4. All other provisions of the Agreement shall remain unchanged and in full force and effect.

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

CITY OF ROSEVILLE, a
municipal corporation

HERMOCILLO-AZEVEDO STRATEGIC
COMMUNICATIONS LLC, a California
limited liability company

BY: _____
DOMINICK CASEY
City Manager

BY: José Hermocillo
its: Managing Partner

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

and

BY: _____

BY: _____

SONIA OROZCO
City Clerk

its: _____

APPROVED AS TO FORM:

BY: _____

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____


RICHARD D. PLECKER
Environmental Utilities Director



PROPOSAL TO AMEND PROFESSIONAL SERVICES AGREEMENT

DATE AND TERM

This proposal is made on August 27, 2019 to amend the professional services agreement between Hermocillo-Azevedo Strategic Communications LLC and City of Roseville, with an effective date of January 1, 2020.

The term of the proposal is for the four (4)-year period from January 1, 2020 through December 31, 2023.

SCOPE OF WORK

HASC's scope of work will fall into two categories: services to be offered just to the City of Roseville and services on a different set of issues to the City of Roseville, City of Sacramento and Placer County Water Agency. Whether HASC is being engaged by the City of Roseville on an individual or joint basis will be determined in advance so that the time billed and expenses incurred, if any, will be tracked for budgeting and invoicing purposes.

- **City of Roseville:** The HASC team will provide its full suite of communications consulting services to the City of Roseville, including issue management, strategic planning, crisis and policy communications, media planning and training. The issues on which HASC is engaged will be determined on an ad hoc basis in partnership with the City.
- **Three Agency Partners:** The HASC team will provide strategic communications support to the City of Roseville, City of Sacramento and Placer County Water Agency on state legislative and regulatory issues where the three agencies are engaged in collaborative work and mutually agree to engage HASC. Examples of such issues include:
 - Bay Delta Water Quality Control Plan Update / Voluntary Agreements
 - Water Resiliency Portfolio Initiative
 - Regional infrastructure projects (e.g., Water Bank)
 - California WaterFix / reservoir operations plan
 - Other issue management projects, as needed

COMPENSATION TERMS

HASC shall be compensated according to the terms below. The total amount for the four-year term of the agreement, inclusive of monthly retainers and overages, shall not exceed \$1,080,000.

Services Provided To	Monthly Retainers	Overage Budgets	Baseline Retainer Amount
City of Roseville	\$5,000		\$60,000
City of Sacramento	\$5,000		\$60,000
Placer County Water Agency	\$2,500		\$ 30,000
Retainer subtotal	\$12,500		\$150,000
Overage built into contract, allocated, as needed, by Roseville to partners		\$120,000	\$120,000
Contract subtotals for 12 months	\$150,000	\$120,000	\$270,000
Contract total for 48 month term (Retainer + Overage)	\$600,000	\$480,000	\$1,080,000

CONTACT

This proposal is submitted by Jose Hermocillo as managing partner of HASC.

Information and questions may be directed to Jose at jhermocillo@hastrat.com or (916) 952-0440.

RESOLUTION NO. 19-483

APPROVING A COST SHARE AGREEMENT FOR ISSUE MANAGEMENT SERVICES,
BY AND BETWEEN THE CITY OF ROSEVILLE, THE CITY OF SACRAMENTO AND
PLACER COUNTY WATER AGENCY, AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Cost Share Agreement for Issue Management Services, by and between
the City of Roseville, the City of Sacramento and Placer County Water Agency, has been
reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said cost share 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

COST SHARE AGREEMENT FOR ISSUE MANAGEMENT SERVICES

This Cost Share Agreement for Issue Management Services (“Agreement”) is entered into by and between the City of Roseville, a municipal corporation (“Roseville”), the City of Sacramento, a municipal corporation (“Sacramento”) and Placer County Water Agency, a public agency (“PCWA”) and will take effect as of the date on which Roseville, Sacramento and PCWA have approved this Agreement. Roseville, Sacramento and PCWA may be referred to herein collectively as the “Parties” or each individually as a “Party.”

RECITALS

A. Whereas, the Parties have collectively worked with the consulting firm, Hermocillo-Azevedo Strategic Communications LLC (“HASC”), throughout 2017 on various matters related to long-term water use efficiency legislation; and

B. Whereas, PCWA was the administrator of that prior contract with HASC; and

C. Whereas, the Parties agreed to share the costs of working with HASC via a separate cost share agreement;

D. Whereas, the Parties desire to retain the services of HASC under a new scope of work and a new professional services agreement to provide the Parties with ongoing issue management services, as required by any Party or the Parties on an “as needed” basis; and

E. Whereas, Roseville has agreed to be the Administrator of the HASC issue management services contract on behalf of the Parties; and

F. Whereas, the Parties desire to set forth a process for sharing in the costs of engaging the services of HASC and to provide for participation of the Parties in the decision-making process related to the issue management services to be provided.

NOW THEREFORE, in consideration of the mutual obligations set forth herein, the Parties hereby agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated by reference.

2. Purpose of this Agreement. The purpose of this Agreement is to memorialize the Parties' coordinated funding and activities related to the HASC professional service agreement for issue management services and to allocate Funds to be expended in administering the services.

3. Effective Date and Term. This Agreement shall be effective for four (4) years, commencing December 20, 2019 and ending on December 19, 2023, unless terminated earlier as provided in Section 11, this Agreement shall expire four (4) years following the effective date upon which all Parties have executed this Agreement.

4. Definitions. When used in this Agreement, the following terms shall have the meanings set forth below:

- a. "Administrator" means a Party appointed by the other Parties from time to time in the manner set forth in this Agreement that is authorized to administer the activities, as set forth herein.
- b. "Budget" means the budget provided for in this Agreement.
- c. "Funds" means funds received by the Administrator from the Parties for use in paying for services rendered by HASC.
- d. "Party Representative" means the staff member (and/or alternates), designated from time to time by each Party, who is authorized to take actions this Agreement to the extent permitted, until such time as the Party notifies the Administrator and the other Parties of a change in its Party Representative.

5. Actions of the Party Representatives. Upon approval of this Agreement by the governing body of each Party, each Party shall appoint a staff member as a Party Representative. A Party Representative shall have authority to take action under this Agreement on behalf of the Party that he or she represents, consistent with agreed upon scope of activities and the Budget.

- a. Party Representatives may take action contemplated by this Agreement at a meeting, during a telephone conference call, through electronic correspondence or other means approved by the Party Representatives from time to time, in writing.
- b. All activities undertaken pursuant to this Agreement shall be agreed upon by all Parties through their Party Representative.
- c. Within 30 days of the effective date of this Agreement, the Party Representatives will develop a scope of proposed activities consistent with the Budget.

6. Appointment and Actions of the Administrator. The Parties hereby initially appoint Roseville to be the Administrator of this Agreement. The Parties may change the Administrator from time to time. The Administrator will be responsible for confirming and communicating to all Parties, in writing, the actions approved by the Parties from time to time. In carrying out its duties under this Agreement, the Administrator shall comply with the legal and

regulatory requirements applicable to the Administrator (e.g., procurement procedures). The Administrator shall have the authority to take the following actions to the extent they are consistent with the approved Budget, the terms of this Agreement and the agreed upon scope of activities developed by the Party Representatives:

- a. To undertake or arrange for approved issue management services by HASC in accordance with the provisions of this Agreement;
- b. To apply for, receive and disburse Funds for use in the Parties joint efforts, or for other activities authorized by this Agreement;
- c. To accumulate Funds for the purposes herein mentioned, and to invest Funds subject to applicable law, provided such Funds are not presently needed to pay costs related to the authorized uses of such Funds under this Agreement;
- d. To make and enter into contracts reasonably necessary to carry out the purpose of this Agreement, consistent with the approved Budget and agreed upon scope of activities.

7. Amendment of Agreement. This Agreement may be amended only in writing upon approval by all of the Parties and their respective governing bodies.

8. Addition of Parties. Upon written approval by all of the Parties and their respective governing bodies, the Parties may approve the addition of a new Party to the Agreement and any terms or conditions related to the new Party's addition. The terms and conditions applicable to a joining Party shall be set forth in an amendment to this Agreement. The Administrating Agency shall be authorized to execute the amendment upon approval by all of the Parties.

9. Budget and Cost Share. The total Budget for this Agreement shall not exceed \$1,080,000. HASC's issue management services will be provided to the Parties on an "as needed" basis pursuant to a minimum monthly retainer amount (as explained below) plus hourly billing for any overages in situations where there is heightened activity on an issue that requires an extra level of time spent for the benefit of a Party or Parties, beyond what is covered by the monthly retainer. The monthly retainer amount to be paid by Roseville and Sacramento for HASC's issue management services shall be five thousand dollars (\$5,000) per month each for the forty-eight (48) month term. The monthly retainer amount to be paid by PCWA for HASC's issue management services will be two thousand five hundred dollars (\$2,500) per month for the forty-eight (48) month term. Due to the fact that the amount of potential overages due to additional work is presently unknown, the Parties intend to share in the financial cost of HASC's billed services in direct proportion to the amount of work performed for each Party on each item. On matters that benefit the Parties equally, the Parties intend that the costs shall be equally split, unless agreed to otherwise by the Party Representatives for each Party. At least thirty days prior to the commencement of each Calendar Year, the Party Representatives will meet to evaluate HASC's performance during the previous Calendar Year and, if applicable, develop a proposed

Budget for the upcoming Calendar Year, which shall designate each Party's annual contribution for that Calendar Year, for approval by the Parties. Upon approval of the Budget, the Administrator will be authorized to make expenditures on behalf of the Parties consistent with the approved scope of activities and Budget.

10. Funds. The Administrator shall be the depository and shall have custody of all Funds received pursuant to this Agreement, from whatever source, subject to the applicable provisions of any funding contract providing for a trustee or other fiscal agent. The Administrator shall have authority to disburse Funds received under this Agreement consistent with the terms of this Agreement and the approved activities, and shall report all receipts and disbursements to the Parties. The Administrator shall invoice the other party or parties to this agreement on a monthly basis for actual costs incurred as a result of decisions made by Party Representatives. Invoices shall be paid in a timely manner. Pursuant to Government Code section 6509.5, the Administrator will invest any moneys held for disbursement on behalf of the Parties in the same manner and on the same conditions as local agencies pursuant to Government Code section 53601.

11. Termination. The Parties may agree in writing to terminate this Agreement prior to the expiration date.

12. Disposition of Property Upon Expiration or Termination. Upon expiration or termination of this Agreement, any surplus Funds will be returned to the Parties in proportion to the contributions made by them, except for any Funds obligated to pay for related expenses incurred prior to the date of termination.

13. Withdrawal of a Party. Any Party may withdraw from this Agreement effective upon thirty (30) day's written notice to all other Parties. The withdrawing Party and the Administrator, on behalf of the remaining Parties, shall execute an amendment to this Agreement memorializing the withdrawal. A withdrawing Party shall be responsible for its share of financial obligations incurred under this Agreement prior to the effective date of the withdrawal.

14. Notices. The time for providing any notices specified in this Agreement may be extended within the term of this Agreement with the consent of all of the Parties, confirmed in writing, without requiring an amendment to this Agreement. All notices and other communications required under this Agreement shall be in writing, and shall be deemed to have been duly given: (a) upon the date of service, if served personally on the Party to whom notice is to be given; (b) upon the date of service, if sent by electronic mail, and the Party to whom notice is to be given confirms receipt; or (c) on the third day after mailing, if mailed to the Party to whom notice is to be given by first-class mail, postage prepaid, and properly addressed to the designated representatives of the Party. Each Party shall promptly notify every other Party of approvals or any other actions taken by their respective governing boards concerning or related to this Agreement or the Project.

If to the City of Roseville:

City of Roseville
ATTN: City Manager
311 Vernon Street
Roseville, CA 95678

If to PCWA:

Placer County Water Agency
ATTN: General Manager
P.O. Box 6570
Auburn, CA 95604

If to City of Sacramento:

City of Sacramento
ATTN: City Manager
915 I Street
Sacramento, CA 95814

15. Signatories' Authority. The signatories to this Agreement represent that they have authority to execute this Agreement and to bind the Party on whose behalf they execute this Agreement.

16. Counterparts of this Agreement. This Agreement may be signed in any number of counterparts by the Parties, each of which will be deemed to be an original, and all of which together will be deemed to be one and the same instrument. This Agreement, if executed in counterparts, will be valid and binding on a Party as if fully executed all in one copy.

17. No Third Party Beneficiary. The parties understand and agree that this Agreement creates rights and obligations solely between the Parties and is not intended to benefit any other Party. No provision of this Agreement shall in any way inure to the benefit of any third person so as to constitute any such third-person as a third party beneficiary of this Agreement or any of its items of conditions, or otherwise give rise to any cause of action in any person not a party hereto.

The foregoing is hereby agreed to by the Parties.

IN WITNESS THEREOF, the Parties have executed this Agreement as of the dates written below.

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

[CITY OF ROSEVILLE SIGNATURES ON FOLLOWING PAGE]

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST :

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
RICHARD D. PLECKER
Director of Environmental Utilities

**[CITY OF SACRAMENTO AND PLACER COUNTY WATER AGENCY
SIGNATURE PAGES ON FOLLOWING PAGE]**

CITY OF SACRAMENTO, a
municipal corporation

BY: _____
MICHAEL VOSS
City Attorney

BY: _____
WILLIAM O. BOSATH
Director

ATTEST :

BY: _____
City Clerk

PLACER COUNTY WATER AGENCY,
a public agency

BY: _____
EINAR L. MAISCH
General Manager

ATTEST:

BY: _____
City Clerk



COUNCIL COMMUNICATION

CC #: 0456
File #: 0800-02

Title: Dry Creek Wastewater Treatment Plant Biosolids Handling (RFP 08-056) - Contract Purchase Agreement
Contact: Bryan Buchanan 916-746-1812 bbuchanan@roseville.ca.us

Meeting Date: 11/20/2019
Item #: 7.18.

RECOMMENDATION TO COUNCIL

Staff recommends Council adopt a resolution authorizing the City Manager to execute a contract purchase agreement with Synagro-WWT, Inc. in the amount of \$765,000.00.

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

BACKGROUND

The Environmental Utilities Department, Wastewater Division released Request for Proposal (RFP) 08-056 for Dry Creek Wastewater Treatment Plant Biosolids Handling to solicit proposals to provide comprehensive biosolids management services to the Dry Creek Wastewater Treatment Plant in June 2019. One company, Synagro-WWT, Inc. submitted a proposal. Staff reviewed the proposal for compliance with the RFP including cost, qualifications, and experience. Staff determined the proposal submitted was acceptable and recommends awarding a contract purchase agreement to Synagro-WWT, Inc.

FISCAL IMPACT

Based on average biosolids production at the Dry Creek Wastewater Treatment Plant over the last five years, the estimated value of the service agreement is approximately \$765,000.00 per year. Funding for the agreement is included in the FY2019-20 operations budget and will be included in the next four fiscal years' budgets for the optional renewal years. Estimated spending for FY2020-21 is \$770,000.00, FY2021-22 is \$775,000.00, FY2022-23 is \$780,000.00, and FY2023-24 is \$785,000.00.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

Respectfully Submitted,

Bryan Buchanan, Principal Engineer

Richard Plecker, Director of Environmental Utilities

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-505

Contract Purchase Agreement

RESOLUTION NO. 19-505

APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF
ROSEVILLE AND SYNAGRO-WWT, INC., AND AUTHORIZING THE CITY MANAGER
TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3000009) for biosolids handling, between
the City of Roseville and Synagro-WWT, Inc., has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said contract purchase agreement is approved and the City Manager is authorized to execute it on
behalf of the City of Roseville, upon receipt and approval of bonds by the City Attorney's office.

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to
execute four (4) additional one (1) year renewals without further City Council approval, provided
that the applicable budget is approved by the City Council each year, or until City staff
determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3000009

Supplier Details:

Company Synagro
Contact John Pugliaresi
Address 3110 Gold Canal Dr. Ste E

Rancho Cordova, CA 95670

Submit your response to:

Company City of Roseville
Contact Babette Owens
Address Purchasing Division
2075 Hilltop Circle
Roseville, CA 95747
Phone (916) 774-5704
Fax (916) 774-5736
E-mail BOWens@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed 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 agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the 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, or any Treasurer or Assistant Treasurer of the corporation

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

Insurance requirements:

The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.



Contract Purchase Agreement 3000009

Agreement	3000009
Agreement Date	22-JUL-2019
Revision	0
Agreement Amount	765,000.00 USD

Invoice To **City of Roseville**
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier **Synagro**
 3110 Gold Canal Dr. Ste E

Rancho Cordova, CA 95670
Phone: (916) 862-9306
Fax: (916) 853-2065
Email: jpugliaresi@synagro.com

Description of Labor, equipment and/or materials The services called for under City of Roseville Request for Proposal and contractor's proposal thereto titled Dry Creek Wastewater Treatment Plant Biosolids Handling dated July 3, 2019 (hereinafter "Proposal"). The terms and scope of work of City of Roseville Request for Proposal and contractor's Proposal are herein made part of this Service Agreement and fully incorporated by reference.

START DATE: Executed Agreement.
 END DATE: 12 months from executed date.

Agreement Contact: Bryan Buchanan at (916) 746-1812.

Total agreement is an approximate value only. The City does not guarantee whatsoever the actual amount to be spent.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	11448	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			

Babette Owens Phone 1-916-774-5704

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Contract Terms and Conditions

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 thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
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>.
10. Contractor agrees to the below insurance requirements:
 - a. 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.
 - b. 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.
 - c. 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.
- d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
 - e. 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.
 - f. 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.
 - g. 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.
 - h. 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.
 - i. 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 Agreement, the terms of this 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 hereof.
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," "Consultant," and "Supplier" are used interchangeably.
18. If the project referenced on this 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.
19. If the project referenced on this 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.

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. _____

Contractor License No. _____

DIR Registration No. _____

Check mark the applicable company type below:

_____ Corporation

_____ Limited Liability Company

_____ Partnership

_____ Sole Proprietor

Contract Purchase Agreement 3000009

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
General T&C
REV 5/3/18 JS

**ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT 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/Insurance 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

Professional Consultant: _____

Professional Liability:
\$1 Million/occurrence

IT Services: _____

Professional Liability:
\$1 Million/occurrence
No auto required

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

Chemical/Environmental: _____

General Liability:

\$3 Million/occurrence

\$6 Million aggregate

Pollution – \$2 Million/Occurrence

Auto - \$2 Million/Occurrence

Insurance Submission Process

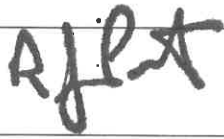
The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

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

Supplier	
Signature:	
Print Name:	Robert J. Preston
Title:	President

Supplier	
Signature:	
Print Name:	
Title:	

City of Roseville, A Municipal Corporation	
Signature:	
Print Name:	Dominick Casey
Title:	City Manager



COUNCIL COMMUNICATION

CC #: 0445

File #: 1003

Title: 6382 Phillip Road - Declaring as Surplus Property
Contact: Troy Holt 916-746-1173 tgholt@roseville.ca.us
Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

Meeting Date: 11/20/2019

Item #: 7.19.

RECOMMENDATION TO COUNCIL

Recommend the City Council adopt a resolution to declare 6382 Phillip Road as surplus property and find that it is in the best interest of the City to dispose of the property located at 6382 Phillip Road.

BACKGROUND

The City-owned parcel at 6382 Phillip Road is underutilized and there are no current identified future needs for this property. Accordingly, the property is not necessary for the City's use. See Attachment 1 for a map of the property. Sale of underutilized properties can generate quality developments that result in new businesses, jobs and amenities and help fulfill the City's goal of economic sustainability.

The property at 6382 Phillip Road is referred to as the Reason Farms Industrial Site and is an approximately 237.26-acre (with 182 developable acres) greenfield vacant parcel, located north of a planned six-lane arterial (extension of Blue Oaks Boulevard, west of Westbrook Boulevard). The site is bisected by the planned six-lane regional Placer Parkway.

Site Data and Attributes:

1. **APN:** 017-101-008-000
2. **Zoning:** Public/Quasi-Public. The P/QP designation is used to establish areas for municipal, governmental or public facilities.
3. **Neighboring land uses:** To the northwest is the Al Johnson Wildlife Area, part of a 1,700 acre site planned to accommodate the City's stormwater Regional Retention facility and potential recreation uses. To the west along the southern portion of the site are agricultural uses; to the east, immediately adjacent is the Creekview Specific Plan area, planned to accommodate about 2,000 residential units; to the south along the southern edge of the Reason Farms Industrial Site is the future extension of Blue Oaks Boulevard, and to the south the West Roseville Specific Plan approved in 2004, which is 65 percent built out, and includes 10,479 residential units, parks, open space and commercial uses. A portion of the subject site would accommodate the future Placer Parkway transportation project, which will

connect Highway 65 in Placer County to Highway 99 in Sutter County, providing an alternate highway to Interstate 80.

4. **Size in acres:** The entire parcel is 237.26 acres, which includes 182 developable acres. The remaining 55.26 acres comprise the Pleasant Grove Creek Floodplain, a retention basin bypass channel, and the Placer Parkway alignment.
5. **Shape of site:** The parcel is rectangular.
6. **Potential for development:** The site is currently vacant. An analysis of the site was done in 2006 by the City of Roseville for a potential job center which assumed multiple buildings totaling 1,080,000 square feet for a total of 18 buildings. However, the site could potentially accommodate more development if higher density buildings are considered.

Future development will require approval of Planning Department entitlements including a Rezone and General Plan amendment for industrial use, a major project permit, and environmental review. These entitlements will require review and approval by the Planning Commission and City Council. The City of Roseville Economic Development Department will provide assistance through the required entitlement processes.

According to Roseville Municipal Code §4.12.110(B), the City may dispose of real property without sealed bids..."pursuant to a finding by the city council that such disposition is in the city's best interest. Provided, however, that notice of the terms and conditions of such proposed sale or disposition pursuant to this subsection and the date of confirmation thereof shall be published in a newspaper of general circulation in the city at least 10 days prior to final approval and confirmation of the proposed sale or disposition. Such sales and dispositions shall be confirmed and approved upon a four-fifths' affirmative vote of the city council."

If the City Council declares the parcel surplus, the next step will be to notify other public agencies (schools, parks, and affordable housing providers), as required by California Government Code Section 54222 (Surplus Land Act). Those agencies will have the first option to negotiate the purchase of the property. If none of the notified agencies express interest within 60 days, the property may be sold or otherwise disposed of in the best interest of the City.

The City of Roseville Economic Development Department will provide assistance through the permitting processes and all future sales will be brought back to the City Council for review and approval.

FISCAL IMPACT

There are no costs or fiscal impacts associated with this request. The action to deem property surplus does not directly have a fiscal impact on the City's budget. However, the potential development or redevelopment of the subject sites could result in job growth and opportunities for additional revenue including increased sales tax and property tax revenue.

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, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Declaring this property as surplus meets the above criteria and is not

subject to CEQA. Therefore, no additional environmental review is required at this time. The sale of surplus property is categorically exempt from CEQA as a Class 12 Exemption (State CEQA Guidelines Section 15312).

Respectfully Submitted,

Troy Holt, Economic Development Manager

Laura Matteoli, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-478

Reason Farms Industrial Area Site Map

RESOLUTION NO. 19-478

DECLARING 6382 PHILLIP ROAD AS SURPLUS PROPERTY

WHEREAS, the City-owned parcel at 6382 Phillip Road is underutilized and since there are no current identified future needs for this property, the parcel is not necessary for the City's use; and

WHEREAS, the sale of underutilized properties can generate quality developments that will result in new businesses, jobs and amenities and help fulfill the City's goal of economic sustainability; and

WHEREAS, according to Roseville Municipal Code §4.12.110(B), the City may dispose of real property without sealed bids... "pursuant to a finding by the city council that such disposition is in the city's best interest..."; and

WHEREAS, staff recommends City Council declare 6382 Phillip Road as surplus property; and

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Roseville finds and declares 6382 Phillip Road as surplus; and

BE IT FURTHER RESOLVED that the Council of the City of Roseville finds that it is in the best interest of the City to dispose of the parcel at 6382 Phillip Road.

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

AYES COUNCILMEMBERS:

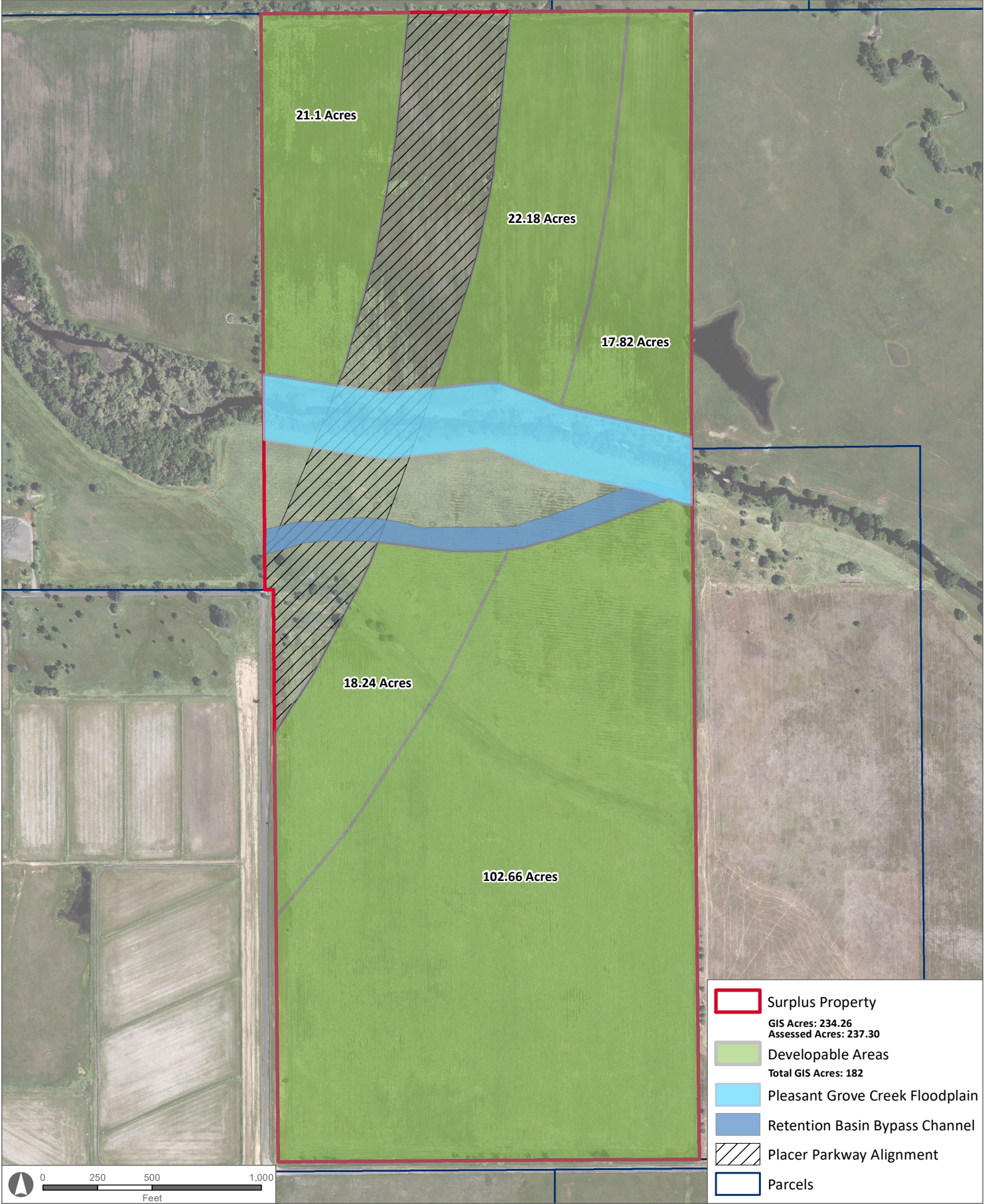
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

ATTEST:

City Clerk

MAYOR





COUNCIL COMMUNICATION

CC #: 0425
File #: 0704-02

Title: Agricultural License to Farm Rice - Al Johnson Wildlife Area
Contact: Brian Castelluccio 916-746-1755 bcastelluccio@roseville.ca.us

Meeting Date: 11/20/2019
Item #: 7.20.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution authorizing the City Manager to execute an Agricultural License to Farm Rice agreement for rice farming on a portion of the Al Johnson Wildlife property between the City of Roseville and Auburn Ravine Ranch Inc., and B & B Livestock, for a period of five years.

BACKGROUND

The City of Roseville owns 407.3 acres of agricultural property at 8100 Philips Road within Placer County, which is part of the Al Johnson Wildlife Area. The City purchased the property in 2003 as part of assembling several properties for future development of the Pleasant Grove Retention Basin Flood Control Project. The Flood Control project is funded by the Pleasant Grove Drainage Fee, which is collected from all development within the Pleasant Grove drainage shed. During the interim period the City would like to continue agricultural activity via execution of a License Agreement with the selected farmer.

Beginning in 2009 the City signed an agricultural license agreement with Auburn Ravine Ranch Inc. and B & B Livestock to farm 248.8 acres of rice land and 123.34 acres of dry crop land and maintain the property. Dry crop land can may be harvested or grazed. With the expiration of this license agreement, the City developed a Request for Proposals to continue farming the property. Auburn Ravine Ranch Inc. and B & B Livestock are the recommended party to continue rice farming operations on the rice land acreage and utilize dry land for dry crop or grazing. The land will be disced each year following grazing or crop harvest. There is no fee for the dry crop land; instead, the tenant will perform maintenance on the site. Licensee will also have the option, at its sole cost and with written consent by the City, to convert some or all of the 123.34 acres of dry crop land into rice crop fields. The licensee is responsible to maintain City owned wells, irrigation pumps and gear heads up to \$2,500.00 per occurrence towards repair and maintenance. Auburn Ravine Ranch Inc. and B & B Livestock have proven to be a collaborative partner and good steward of the land.

FISCAL IMPACT

The annual license fee to be paid by the Auburn Ravine Ranch Inc. and B & B Livestock to the City of Roseville is \$250.00 per acre for the 248.88 acres of rice fields for an annual total of \$62,220.00. The revenue shall be deposited in the Al Johnson Wildlife Area Fund for maintenance and development of this property.

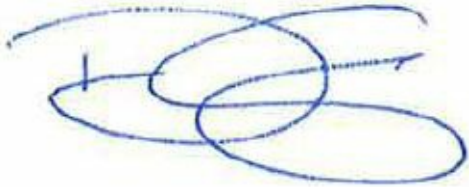
ENVIRONMENTAL REVIEW

The proposed project involves the continued leasing of existing public lands (facilities) where there is no expansion of existing use. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Brian Castelluccio, Parks, Recreation & Libraries Superintendent

Jill Geller, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-476

Agricultural License Agreement

RESOLUTION NO. 19-476

APPROVING AN AGRICULTURAL LICENSE TO FARM RICE, BY AND BETWEEN THE CITY OF ROSEVILLE, AUBURN RAVINE RANCH, INC., AND B & B LIVESTOCK, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agricultural License to Farm Rice, by and between the City of Roseville, Auburn Ravine Ranch, Inc., and B & B Livestock, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Agricultural License to Farm Rice is hereby approved and 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

AGRICULTURAL LICENSE TO FARM RICE

THIS AGRICULTURAL LICENSE ("License") is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Auburn Ravine Ranch, Inc., a California corporation and B & B Livestock, a California general partnership ("LICENSEE").

W I T N E S S E T H:

WHEREAS, CITY is the owner of 407.3 acres of real property currently located within the County of Placer; and

WHEREAS, CITY desires to actively farm at least 248.88 acres of such property in the production of rice crops; and

WHEREAS, the farming of rice crops at the property will likely contribute to agricultural productivity for the region; and

WHEREAS, increasing agricultural productivity for the term of this License will assist in minimizing unavoidable impacts identified in the 2004 West Roseville Specific Plan Final EIR as a consequence of the continuing conversion of said agricultural land to developed uses.

NOW, THEREFORE, the parties agree as follows:

1. Subject Property. CITY hereby grants, and LICENSEE hereby accepts, a non-exclusive, non-transferable license to farm all that certain real property situated in the County of Placer, State of California, currently known as APN 017-010-033 and APN 017-090-054, as

described on Exhibit "A" attached hereto and by reference made a part of hereof ("Subject Property"), excepting the 11.58 acres (APN 017-090-055) as shown on Exhibit "B," attached hereto and by reference made a part hereof (the "former Plunkett Parcel"). The Licensed property includes such irrigation pipes, wells, pumps, gear heads, and other appurtenances as currently exist on the Subject Property.

2. Delivery and Use of the Subject Property. Delivery of the Subject Property shall be deemed to have occurred by the Parties on the effective date of this License, and LICENSEE accepts such Subject Property by execution of this License in an "AS-IS" condition. The Subject Property is licensed to LICENSEE for the sole purpose of planting and harvesting crops and for the grazing of livestock in accordance with LICENSEE's proposal dated September 27, 2019, which is attached hereto as Exhibit "C" and incorporated herein by this reference. LICENSEE shall not use or permit the use of the Subject Property, or any part thereof, for any other purpose including residential occupancy. Specifically, LICENSEE agrees to use the Subject Property to annually farm: (1) 248.88 acres of rice, or such other crop as agreed to by CITY in writing, which acres are as outlined in red on Exhibit "D" attached hereto and incorporated herein by this reference; and (2) 123.34 acres of a dry crop as agreed to by CITY in writing, which acres are as outlined in green on Exhibit "D." Such dry land crops may be harvested by mechanical methods or by grazing livestock provided that LICENSEE pay all costs associated with such harvesting including, but not limited to, costs related to installing and maintaining fences for grazing. In lieu of farming the fields, LICENSEE has the option of annually disking (and installing fire breaks if needed) the 372.22 acres at LICENSEE's sole cost.

LICENSEE shall not use or permit to be used any part of the Subject Property for any other purpose other than the purposes for which the Subject Property is licensed. No farming or work of any type may be performed in the riparian zone. All operations incident to this use of the Subject Property shall be carried on according to the best course of husbandry practiced in the vicinity.

3. Disclaimer of Warranty. CITY makes no warranty of the soil or water, or suitability for growing the crops LICENSEE is authorized to grow under this License. CITY also makes no warranty as to the supply of water necessary for growing the crops.

4. Existing Rights. This License is subject to:

a. All existing easements, servitudes, licenses and rights of way for canals, ditches, levees, roads, highways and telegraph, telephone and electric power lines, railroads, pipelines, and other purposes, whether recorded or not.

b. The rights of other lessees under any existing or future oil, gas and mineral lease or leases from CITY affecting the entire or any portion of the Subject Property, whether recorded or not.

c. The rights granted by CITY in any hunting or fishing lease or license.

5. Term and Termination. The term of this License shall commence on January 1, 2020 and expire on December 31, 2024, or upon completion of the rice harvest in 2024 whichever date is later. This License shall be subject to cancellation or termination by either party, for any reason whatsoever, upon one (1) year prior written notice to the other party. If the existing crop on the Subject Property cannot and is not harvested before said cancellation or

termination is effective, then said existing crop shall thereupon become the property of CITY to dispose of as it deems appropriate.

6. Annual License Fee. The annual license fee payable by LICENSEE shall be \$250.00 per acre for the 248.88 acres of rice fields for an annual total of \$62,220.00. There is no license fee for use of the 123.34 acres of dry crop fields. The license fee shall be paid in two installments, with the first installment of \$31,110.00 due June 10th of every year and a second installment of \$31,110.00 due December 1st of every year. The last payment shall be due on December 1, 2024.

7. Subsidy. CITY agrees that LICENSEE and LICENSEE's immediate family members, as the at risk farmers, are entitled to the entire FSA subsidy payments or other governmental farm subsidy benefits in whatever form attributable to the crops grown upon the licensed premises. Under no circumstances shall any available FSA subsidy payment attributable to the Subject Property be assigned to any third party. CITY and LICENSEE understand that the full details and character of the FSA or other governmental or marketing organization program in regard to the raising of crops upon the licensed premises is not known or certain and CITY makes no warranty as to any FSA subsidy amounts or their availability. CITY and LICENSEE further understand that there may be changes in those programs during the term of this License and agree that such changes will not affect the terms of this License.

8. Payment of Costs and Expenses. LICENSEE agrees to pay all costs and expenses related to LICENSEE's farming of the Subject Property. The costs and expenses of farming include, but are not limited to, the costs of water, fuel, electricity, other utility fees, equipment, fertilizers, herbicides and pesticides utilized upon the crops grown on the Subject Property, and

repair and maintenance of the wells, well pumps, gear heads, and irrigation pipes up to \$2,500 per occurrence pursuant to Section 10 of this License. LICENSEE shall be billed directly for utilities and shall promptly pay all utility and other charges accruing or payable in connection with LICENSEE's use of the Subject Property during the term of this License when due.

9. Taxes. CITY shall pay all applicable real property taxes and assessments levied upon the Subject Property. LICENSEE understands that its license in the Subject Property may be subject to a possible possessory interest tax that the CITY or Placer County may impose, and that such tax payment shall not reduce any sum due the CITY hereunder, and that any such tax shall be the sole liability and responsibility of LICENSEE.

10. Water Supply. It shall be LICENSEE's obligation to arrange for water supplies. LICENSEE accepts the risk of water shortages and the costs and damages arising therefrom. LICENSEE shall be permitted to utilize, during the term of this License, CITY's wells, well pumps, gear heads, and irrigation pipes for the purpose of growing crops or grazing livestock as authorized by this License. LICENSEE shall, at its sole cost, supply, maintain and repair any rice boxes and any engines, drive lines and fuel tanks necessary to operate the well pumps. LICENSEE agrees to maintain and repair the entire water system, including, but not limited to, the CITY owned wells, well pumps, gear heads, and irrigation pipes. LICENSEE shall be responsible for paying the first \$2,500 of costs per occurrence towards the repair or maintenance of CITY owned wells, well pumps, gear heads, and irrigation pipes. CITY shall be responsible for repair and maintenance costs related to the wells, well pumps, gear heads, and irrigation pipes in excess of \$2,500 per occurrence, provided, however, that any repairs or maintenance necessitated or caused by the intentional or negligent acts of the LICENSEE, or the LICENSEE's

failure to maintain and service the wells, well pumps, gear heads, and irrigation pipes, shall be at the sole cost and expense of the LICENSEE.

Prior to performing any maintenance or repair work exceeding \$2,500 to the CITY owned wells, well pumps, gear heads, or irrigation pipes, LICENSEE shall supply to CITY a written description of such work and an estimate of the costs. LICENSEE must obtain CITY's written consent prior to commencing work. The persons in the CITY authorized to give LICENSEE written consent to commence work are as follows: the City Manager, the City Manager's designee, the Parks and Recreation Director, or the Open Space Superintendent. LICENSEE shall be responsible for paying the entire costs of such maintenance or repair work and may deduct such expenses out of the next required license fee payment. In the event LICENSEE makes such an expenditure after all license fee payments required under this License have been paid, CITY shall reimburse LICENSEE within thirty (30) days after receipt of an invoice.

11. Maintenance of Property. LICENSEE shall care for both the Subject Property and the approaches to the Subject Property, including but not limited to, all fences, wells, pumps, gear heads, irrigation pipes, ditches, sumps, and roadways and is required to maintain such property in the same order and condition in which received, ordinary wear and tear excepted. LICENSEE is prohibited from performing any maintenance in the riparian zone and is prohibited from trimming, pruning or removing any trees without the CITY's written consent and without complying with any applicable City of Roseville or Placer County ordinances. CITY is prohibited from requiring LICENSEE to trim, prune or remove any trees in violation of any applicable City of Roseville or Placer County ordinances.

12. Rice Straw. LICENSEE shall be responsible for incorporating or burning the rice straw left after harvest provided, however, that LICENSEE shall not burn the rice straw without first obtaining a permit from the Placer County Air Pollution Control District. All agricultural burning shall be carried out consistent with the rules, regulations and permit requirements of the Placer County Air Pollution Control District.

13. Hunting Rights. CITY retains all hunting and fishing rights and CITY shall have the right to enter the Subject Property for such purposes.

14. Uses Prohibited. LICENSEE shall not commit or suffer to be committed any waste or nuisance upon the Subject Property or do any other act or thing which may be prohibited by applicable law, regulation or ordinance. LICENSEE shall not erect signs on the Subject Property without the approval of CITY, which approval may be withheld in the sole discretion of CITY, unless such signs are required by state or federal law, in which case such approval shall not be unreasonably withheld or delayed. In addition, LICENSEE may not engage in any act that could disturb the quiet enjoyment of CITY or any other licensee or tenant of CITY on reserved or adjacent property.

This License shall further not extend to any exploration or extraction of any oil, gas or other mineral deposits from such Subject Property. CITY specifically reserves the right to explore for oil, gas or other minerals upon the Subject Property, so long as such exploration is done in such a fashion that it will not unreasonably interfere with the use of such Subject Property by LICENSEE for farming. If it shall be necessary for CITY to dislocate LICENSEE to permit such exploration or development, CITY may do so by paying to LICENSEE the reasonable net income value to LICENSEE which LICENSEE could reasonably expect to receive

for the lands occupied and utilized by CITY or its agent for mineral development by CITY for the term of the occupation during the License term.

15. Alterations or Improvements. Except for alterations or improvements related to drainage, irrigation pipes and rice boxes, LICENSEE is prohibited from making any alterations or improvements to the Subject Property, or to any trees located on the Subject Property, without the CITY's written consent.

16. Entry Upon Property and Inspection of Records. The CITY and its agents shall have the right to enter the Subject Property at all reasonable times to perform geological, engineering, and other studies and surveys, for the purpose of inspecting the LICENSEE's farming operations, and for all other lawful purposes. LICENSEE shall make and keep pertinent records of all operations and conduct under this License and shall make them available to CITY and CITY's agents and assigns at all reasonable times for inspection.

17. Quota and History. During the term of this License and any extensions of this License, LICENSEE shall have the sole and exclusive right to utilize and enjoy without further charge or expense any production quota or marketing quota or history of any nature owned or possessed by CITY upon the subject licensed premises under the terms of this License. The Parties agree to execute any necessary documents without charge and to reasonably cooperate to provide for the execution of such documents with the agencies or entities administering the enforcement of quotas or production history so as to implement the terms of this License.

18. Abandonment. LICENSEE shall not vacate or abandon the Subject Property at any time during the term hereof. If LICENSEE does abandon, vacate, or surrender the Subject Property, or if LICENSEE is dispossessed by process of law, or otherwise, any personal property

belonging to LICENSEE and left on the Subject Property shall be kept for a reasonable time by CITY, but in no event longer than fifteen (15) days after CITY gives LICENSEE notice to remove that property from the Subject Property, after which time, if it has not been claimed by LICENSEE, it may be treated by CITY as abandoned.

19. Liens. LICENSEE shall keep the Premises free from any liens arising out of any work performed, material furnished or obligations incurred by LICENSEE and shall hold CITY harmless from and against any liability, including attorney's fees and costs, of any lien filed on account of any such work or improvement performed or caused to be performed by LICENSEE.

20. Crop Mortgage. All crop mortgages, encumbrances or liens given or suffered by LICENSEE on its share of the crops grown on the Subject Property shall be for terms or periods not extending beyond the term of this License. All liens created by LICENSEE must be satisfied of record by it before the end of the term. If a mortgage or lien creates a cloud on CITY's title, LICENSEE must pay all reasonable costs and expenses, including attorneys' fees, required for removal of the cloud, either before or after the termination of this License. No crop mortgage or lien given or suffered by LICENSEE shall affect the license fee required to be paid under this License.

21. Indemnification. This License is made upon the express condition that CITY shall be kept free from all liability and claim for damages or other relief by reason of injury to any person or persons, including death, or property of any kind regardless of to whom it belongs, while in, upon or in any way connected with the Subject Property and/or exercise of rights and obligations under this License during the term of this License or any occupancy under it. LICENSEE hereby covenants and agrees to defend, indemnify, save and hold harmless CITY and

its officers, agents, employees, and volunteers from any and all liability, loss, cost or obligation on account of or arising out of any such injuries or losses, however occurring. The Parties agree that this indemnity is intended to be construed as broadly as permitted under the law.

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

22. Hazardous Materials. LICENSEE shall not permit, use or conduct operations on or at the Subject Property or former Plunkett Parcel or manufacture, store, sell, use, dispose of, release, or discharge or permit the manufacture, storage, sale, use, disposal, release, or discharge of Hazardous Materials in any manner which violates Environmental Law or which causes there to be any liability under Environmental Law. LICENSEE shall be solely responsible for and will defend, indemnify and hold CITY, its officers, agents, employees, and volunteers harmless from and against any and all liability, claims, suits, actions, proceedings, damages, costs, and expenses, including, without limitation, attorneys' fees and costs, imposed upon or incurred by LICENSEE arising out of or in connection with a breach of the provisions of this Section or LICENSEE's introduction of Hazardous Materials to the Subject Property or former Plunkett Parcel. LICENSEE's obligations under this Section will survive the expiration or prior termination of this License.

In the event that any Hazardous Material is used or released which results in diminution in the value of the Subject Property or the former Plunkett Parcel or results in actions by federal, state, county, or local agencies, LICENSEE shall conduct corrective work regardless of whether

such actions are directed to CITY or LICENSEE. Corrective work shall mean the removal, relocation, elimination, remediation or encapsulation of chemicals or other materials from all or any portion of the Subject Property or the former Plunkett Parcel and to the extent thereby required the reconstruction and rehabilitation of said property pursuant to and in compliance with any requirements set forth by any Federal, State, County or Local agencies, or to reverse any diminution in value of said property that may have occurred.

LICENSEE will promptly notify CITY of: (i) any and all enforcement, cleanup, remedial, removal, or other governmental or enforcement cleanup or other governmental or regulatory actions instituted, completed or threatened pursuant to any Environmental Laws relating to any Hazardous Materials affecting any part of the Subject Property or former Plunkett Parcel; and (ii) all claims made or threatened by any third party against LICENSEE, or any part of the Subject Property or former Plunkett Parcel relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials on or about the Subject Property, former Plunkett Parcel or any part thereof.

CITY may, from time to time during the term of this License, conduct such environmental assessments or tasks as CITY deems necessary, provided that CITY will give LICENSEE reasonable prior notice of its entry on the Subject Property for such purposes and will cooperate in minimizing any disruption of LICENSEE's use of the Subject Property as a result of such activity.

For purposes of this License, "Hazardous Materials" means any explosives, radioactive materials, hazardous wastes, or hazardous substances, including, without limitation, substances defined as "hazardous substances" in the Comprehensive Environmental Response,

Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9628; the Hazardous Materials Transportation Act of 1990, as amended, 49 U.S.C. §§ 5101-5128; the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §§ 6901-6987; any materials or substances listed in California Code of Regulations, Title 22, Section 66261.126, Appendix X, or those which meet the toxicity, reactivity, corrosivity or flammability criteria of Article 3-2 of the above Code, as well as any other substances which pose a hazard to health or environment; any herbicides, pesticides or fertilizers which are not shipped, stored, handled, mixed, applied, cleaned up or disposed of in strict compliance with the manufacturer's instructions, and in strict compliance with the applicable regulations established by any federal, state, county or local agency; and material now contained in or that may be added to the list of chemicals known to the state to cause cancer or reproductive toxicity, which is further contained in the State of California Health and Welfare Agency Safe Drinking Water and Toxic Enforcement Act of 1986; any material identified as a hazardous substance, hazardous material and/or infectious waste as defined in sections 25110, *et seq.* and 25117.5 or 25500 *et seq.* of the Health and Safety Code or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials, waste, or substances now or at any time hereafter in effect (collectively, "Environmental Law").

23. Insurance. LICENSEE agrees to continuously maintain, in full force and effect, the following policies of insurance during the term of this License.

COVERAGE

Workers Compensation

LIMITS OF LIABILITY

Statutory

Commercial General Liability

Bodily Injury:
\$1,000,000 each occurrence
\$2,000,000 aggregate
Property Damage:
\$1,000,000 each occurrence
Personal Injury:
\$1,000,000 each occurrence
\$2,000,000 aggregate

Automobile Liability including
endorsements for owned,
hired and nonowned vehicles

Bodily Injury:
\$500,000 each occurrence
\$1,000,000 aggregate
Property Damage:
\$100,000 each occurrence

Damage to Rented Premises

\$100,000 each occurrence

LICENSEE shall submit a certificate evidencing such coverage in a form satisfactory to the City Attorney of CITY, prior to undertaking any work hereunder. LICENSEE shall also provide a separate endorsement form showing CITY, its officers, agents and employees as additional named insureds for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of LICENSEE. The coverage shall be primary as to such additional insureds and no coverage of the CITY shall be called upon to contribute to a loss. Said certificates shall provide for at least thirty (30) days written notice to CITY prior to cancellation or modification of any insurance required by this License.

LICENSEE shall furnish a certificate for the period covered by this License. Any insurance written on a claims made basis is subject to the approval of the City Attorney. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve LICENSEE 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 License or law.

Failure of LICENSEE to maintain such insurance or to indemnify CITY as specified shall be grounds for immediate termination of this License at CITY's option.

24. Default. Anyone of the following constitutes a default and breach of this License by LICENSEE:

- a. LICENSEE defaults in the due and punctual payment of the annual license fee, and such default continues for ten (10) days after written notice from CITY; and if after such written notice any annual license fee is not paid when due, a breach will be considered to have occurred without further notice.
- b. LICENSEE vacates or abandons the Subject Property.
- c. LICENSEE violates the use provisions and use restrictions identified in Sections 2 and 14 of this License.
- d. This License or the Subject Property or any part of the Subject Property are taken upon execution or by other process of law directed against LICENSEE, or are taken upon or subject to any attachment by any creditor of LICENSEE or claimant against LICENSEE, and said attachment is not discharged or disposed of within fifteen (15) days after its levy.
- e. Voluntary or involuntary proceedings under any bankruptcy or insolvency law or for reorganization or arrangement under the bankruptcy laws of the United States or insolvency act of any state or for the dissolution of LICENSEE are instituted against LICENSEE, or a receiver or trustee is appointed for all or substantially all of the property of LICENSEE, and such proceeding is not dismissed or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment.
- f. LICENSEE purports to assign this License, or sublet or sublicense all or a

portion of the Subject Property, in violation of the terms hereof.

g. LICENSEE fails to carry or maintain the policies of insurance and limits of coverage required by Section 23 of this License and/or fails to provide CITY with all required certificates of insurance, endorsements and/or renewals when due under the terms of this License.

h. LICENSEE breaches any of the other agreements, terms, covenants or conditions which this License requires LICENSEE to perform, or breaches any of the other agreements, terms, covenants or conditions restricting LICENSEE's use, and such breach continues for a period of ten (10) days after written notice from CITY to LICENSEE or, if such breach cannot be cured reasonably within such ten (10) day period, if LICENSEE fails to diligently commence to cure such breach within ten (10) days after written notice from CITY and to complete such cure within a reasonable time thereafter.

25. Remedies of CITY on Default. In the event of default by the LICENSEE, CITY may at its sole option terminate this License. Upon any termination for LICENSEE's default, CITY may, after giving forty-eight (48) hours' notice, enter and repossess the Subject Property and all growing and harvested crops thereon shall be and belong to CITY free and clear of any claim of the LICENSEE. In the event of termination for LICENSEE's default, CITY shall have the option, but not the obligation, to finish growing and harvesting the crops.

26. Surrender. Upon expiration or earlier termination of this License, LICENSEE shall surrender the Subject Property to CITY. Within fifteen (15) days following the expiration or termination of this License, LICENSEE shall remove all of its property and materials from the Subject Property including, but not limited to, the rice boxes and fuel tanks. LICENSEE agrees

to leave such land, premises and improvements in as good a condition as such land and improvements existed on the date of acceptance herein, except for normal wear and tear; provided however LICENSEE shall not be responsible for any damage occurring to such Subject Property or improvements arising from acts of God or other natural conditions. If within fifteen (15) days after the expiration or termination of this License, LICENSEE has not removed its property and materials and not restored the Subject Property as required herein, CITY may do so and LICENSEE shall reimburse CITY for all expenses or costs for such removal and restoration upon CITY's written demand. LICENSEE's obligations under this Section shall survive the expiration or other termination of this License.

27. No Holding Over. LICENSEE shall have no right to use or access all or any part of the Subject Property after the expiration of this License.

28. Performance. Time is of the essence of this License. No waiver of any breach of any of the covenants, agreements, obligations, conditions or provisions of this License to be kept or performed by either party hereto shall be construed to be a waiver of any succeeding breach of the same or any other covenant, agreement, obligation, condition, or provision thereto.

29. Compliance with Laws. No use of the Subject Property shall be made or permitted which is in any manner contrary to any federal, state or local statutes, ordinances, regulations, and other requirements of law in effect during the term of this License.

30. Permit or Waiver for Discharges. During the term of this License, LICENSEE shall maintain from the Central Valley Regional Water Quality Control Board a permit for discharges from irrigated lands. In lieu of a permit, LICENSEE may obtain coverage under either an Individual Discharger Conditional Waiver or a Coalition Group Conditional Waiver.

31. Assignment or Sublicensing. LICENSEE may not assign or sublicense this License and any rights under it, or sublicense the entire or any portion of the Subject Property, and any right or privilege appurtenant to the Subject Property, and permit any other person to occupy or use the entire or any portion of the Subject Property without the written permission of CITY. An assignment or sublicense of this License without CITY's written consent shall be void and shall, at CITY's option, terminate this License.

32. Independent Contractor. LICENSEE 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 License. Furthermore, LICENSEE is prohibited from using CITY's name, logo, mark or any other identifying symbol as a business reference, in advertising or sales promotion, or in any publicity matter without CITY's prior written consent.

33. Successors in Interest. This License shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

34. Attorney's Fees; Venue; Governing Law. In the event of any action brought to enforce this License, 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 License shall be brought in Placer County, California, regardless of where else venue may lie. This License shall be governed by and construed in accordance with the laws of the State of California.

35. Notices. Any notices to parties required by this License shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Open Space Superintendent
2005 Hilltop Circle
Roseville, CA 95747

LICENSEE

Bert Lefty
1364 Ferreira Road
Lincoln, CA 95648

Either party may amend its address for notice by giving notice to the other party in writing.

36. Severability. If any provision of this License proves to be illegal, invalid or unenforceable, the remainder of this License will not be affected by such finding, and in lieu of each provision of this License that is illegal, invalid or unenforceable, a provision will be added as a part of this License as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

37. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the Parties and may not be modified or altered except by writing executed by each party hereto. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this License 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 LICENSEE has caused this License to be executed.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ROSEVILLE, a
municipal corporation

AUBURN RAVINE RANCH, INC., a
California corporation

BY: _____
DOMINICK CASEY
City Manager

BY: Bonnie B. Terreira
Its: Pres

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: B. J. Ortiz
Its: V. P.

APPROVED AS TO FORM:

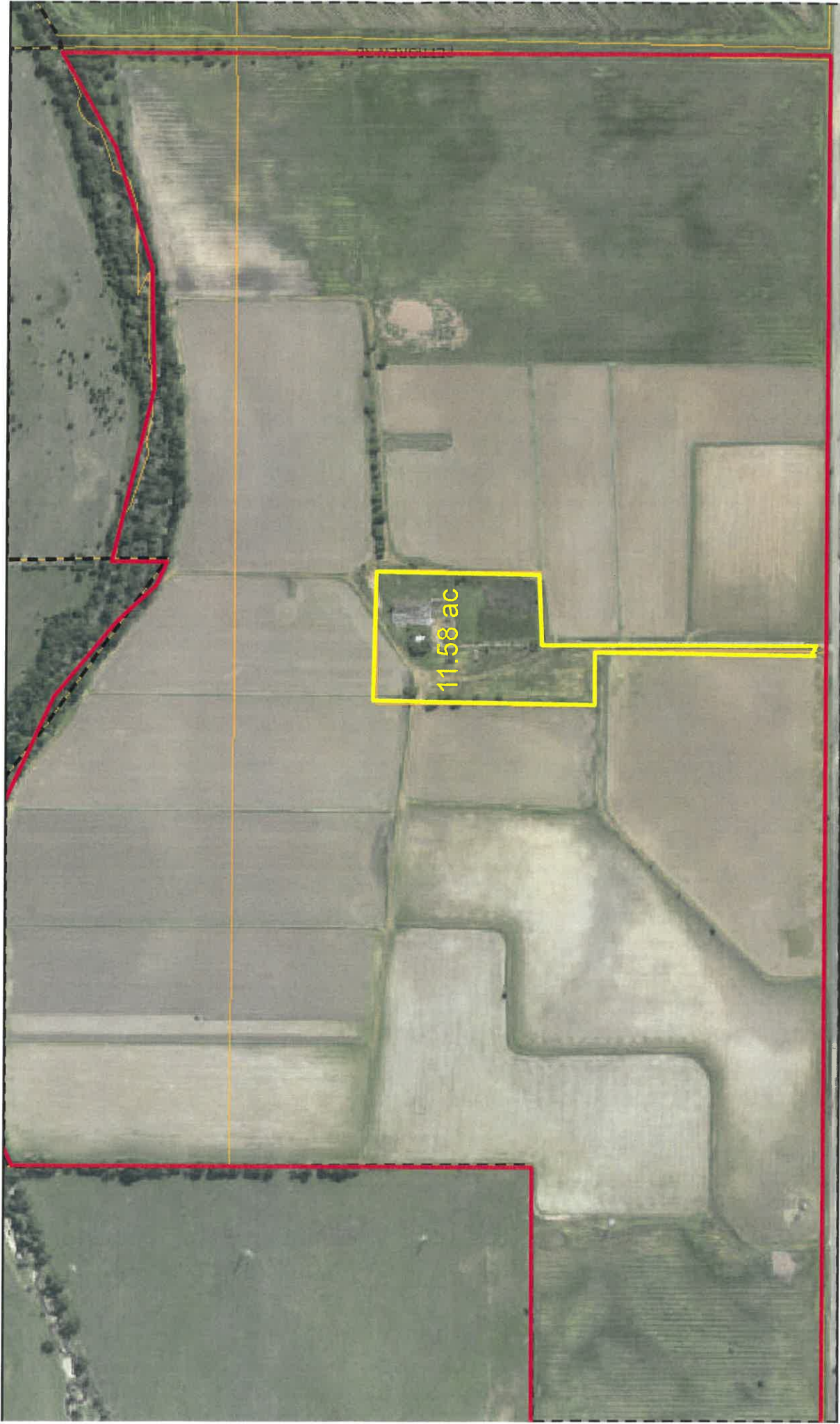
BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Jill Geller
JILL GELLER
Parks, Recreation & Libraries Director

EXHIBIT "A"

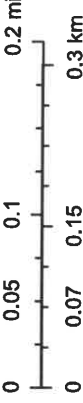
EXHIBIT "B"



1/12/2019 12:34:39 PM

- CityBoundaryLine - City Boundary
- Pavement
- Ramp
- Roseville Street Label
- Driveway

1:9,028



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus
USDA, USGS, AeroGRID, IGN, and the GIS User Community, City of Rosevi

EXHIBIT "C"

TAB D - Project Understanding

After reviewing the Request for Proposal (RFP) and one site visit Auburn Ravine Ranch, Inc/B & B Livestock, has the understanding of the following as it pertains to the Agriculture Rice Farming Land License with the City of Roseville (City) for the property located at 8100 Phillip Road.

General Understanding

- In 2003 the City purchased 407.3-acre farm.
- The City would like to continue agricultural activities on the property.
- The City has future plans for this ground to be utilized as a flood retention basin in approximately year 2026
- The City wishes to have the 248.88 ac. of rice ground farmed in rice production.
 - The fields represented in Exhibit “B” are allowed/farmable by Farm Service Agency
 - There are 3 operational and available wells on the property for use, including two (2) 50hp and one (1) 70hp pump
 - There are approximately 37 rice boxes in the rice fields, which are expected to be removed prior to execution of the lease and the boxes will need to be installed by the lessees for after lease execution.
 - RFP is based on roads and levees in existing working condition as they were at the site visit
- The City wishes to have the 123.34 ac. of dry land ground disced at a minimum of annually and may be farmed at the Licensee discretion
 - The fields represented in Exhibit “B” are allowed/farmable by Farm Service Agency
- It is understood that the Sample License Agreement is acceptable language and will be recognized by the Farm Service Agency to mean the same as a “cash lease – tenant rules”
 - It is further understood that the Sample Lease Agreement is a sample/draft of the License Agreement with exact language to be determined cooperatively with the City and Licensee.
- Excepting the 11.58 ac. of the property known as the “former Plunket Parcel”
 - It is understood that the staging area west of the driveway is accessible for temporary equipment and harvest trailer parking.

Special Conditions of Understanding

- **Working Relationship** - Maintaining strong communication with the City is of key importance. The City is looking to make a long-term agreement with someone who can provide good land stewardship practices and maintain a positive working relationship. It is understood that the City may require access to the site for land management purposes, environmental or engineering consultants.
- **Reginal Water Quality Control Board Permit or Waiver for Discharges** - Compliance with Regional Water Quality Control Board Permit or Waiver for Discharge is a responsibility of the famer
 - All land under rice production is covered by the California Rice Commission Waiver
 - Only irrigated land needs to be listed on a Waiver, such membership would be taken care of by joining/signing up the property with the Placer/Nevada/South Sutter/North Sacramento Sub-watershed coalition, of which we are already involved. The dry land does not necessitate a waiver.

- **Agriculture Burning** - No agriculture burning of crop residue is allowed unless a permit is issued by the Placer County Air Pollution Control District.
- **Required Discing** – all fields identified in Exhibit B shall be disced a minimum of once per year regardless of whether a crop is planted
- **Other Maintenance** – all roads and fencing shall be maintained.

General Farming Approach

- All farming activities would be conducted using the best management practices available, taking into consideration measures to prevent soil erosion, air quality and water quality impacts.
- Confirm that all insurance/liability requirements have been fulfilled.
- Contact FSA to sign up the property to maintain compliance with their rules and regulations.
- Have the property (APN) listed on our Placer County Agriculture Spray Permit.
- Mow roads
- On Rice Farming Acreage
 - Secure water source, (ex. Install diesel motors, drivelines and fuel tanks)
 - Maintain and service the three pumps and gear heads (City owned)
 - Replace PG&E Meter/Pole
 - Water management structures, (ex. Rice boxes and drop boxes)
 - 2019 stubble incorporation
 - Determine how level each field is, and make adjustments as needed.
 - Consult with Pest Control Advisor regarding proper fertility and pest management
 - Prepare fields, plant crop and harvest
- On Dry Land Acreage
 - Annual disc the dry land fields (install fire breaks if needed)
 - Plant a dry land crop in the fall of the crop year (at farmers discretion/option)
 - Spring harvest of crop either by conventional machinery or livestock grazing
- At end of License, fields would be left in same manner as when License was entered into, ie. Stubble residue and rice boxes (unless other agreements are reached between the Licensee and City)

Major Challenges

- The rice farm is located in a region that does not have access to a district water source, and the water table is low, therefore increasing the water pumping costs to the farmer. Having to pump the water from a low water table puts increased weed pressure on the crop due to the fact that it takes longer to flood the fields.
- The wells rely on diesel engines to pump the water, resulting in higher water costs due to the fluctuation in diesel prices.

TAB E – Project Plan

We will outline our plans and ideas on how to farm 8100 Phillip Road. In an effort to meet the Project Objectives and Management Goals for the City and the logistical and economical practicality of the License we propose the following:

- Prepare, Plant and Harvest a commercial and/or organic rice crop in Fields outlined in Red on Exhibit “B”, totaling 248.88 ac.
 - Due to the past cultural activities on the land described in this RFP, the only economical commodity is rice production.
 - In the event the rice ground is to be farmed organically, it must go through a transitional period without any commercial inputs. During this time period the city would be compensated at the same rate. The land, at a minimum would be disced, however it may be planted to a cover crop to enhance the soil in preparation of organic farming practices. The transition and organic rice practices will still meet the goals and objectives set forth in the RFP.
- Annually disc the dry land fields outlined in Green on Exhibit “B” totaling 123.34
 - At farmers discretion a winter forage crop (commercial or organic winter wheat and/or vetch) may be planted in the dry land fields and crop may be harvested by mechanical methods or by grazing livestock.

Rice Boxes and Water Control Structures

- Rice boxes and drop boxes/culverts will be supplied, installed and maintained by the Licensee. All materials installed will remain the property of the Licensee.

Term of License Agreement

- A five (5) year License, with the current year to begin at signing as outlined in the Sample Rice Farming License Agreement (Attachment B in RFP) and expiration to take place upon completion of the rice harvest in 2024 for on December 31, 2024 whichever is later.

TAB F – Bid Proposal

Annual Compensation to the City

- This compensation is based on the knowledge contained in the RFP, the site visit and follow up correspondence with the City:
 - Proposed Payment per Acre Rice Ground (248.88ac) - \$250.00/ac. for a total of \$62,220.00. Payment will be made in two installments, June 10th and December 1st of each crop year.
 - Proposed Payment per Acre Dry Land Ground (123.34ac) – in lieu of rent Licensee will disc at a minimum of once each crop year. In the event a fire break is needed, Licensee will install at no cost.

EXHIBIT "D"

Map not to scale. Only net farmable acres are shown. Non-farmable acres including roads, checks or resource areas are not reported.

Google

Imagery: U.S. Geological Survey
© 2009 Google

Polk County, Florida

Scale: 1 inch = 1 mile

North Arrow

Parcel Acreages:

- 1 - 5.56 ac
- 2 - 21.27 ac
- 3 - 61.36 ac
- 4 - 13.97 ac
- 5 - 5.70 ac
- 6 - 4.14 ac
- 7 - 3.55 ac
- 8 - 14.8 ac
- 9 - 5.93 ac
- 10 - 8.51 ac
- 11 - 8.33 ac
- 12 - 3.51 ac
- 13 - 12.51 ac
- 14 - 1.18 ac
- 15 - 2.18 ac
- 16 - 2.25 ac
- 17 - 1.18 ac
- 18 - 1.18 ac
- 19 - 0.71 ac
- 20 - 1.18 ac
- 21 - 1.18 ac

Digitized by Google

© 2000 New York University

504317

1 - 5.96 ac
2 - 21.27 ac
3 - 61.36 ac
4 - 34.75 ac
Other Tillable Acreage - 123.34 acres

1 -	68.35 ac	6 -	4.14 ac	11 -	8.33 ac	16 -	5.45 ac	21 -	1.59 ac
2 -	40.65 ac	7 -	3.65 ac	12 -	1.51 ac	17 -	8.85 ac	22 -	21.00 ac
3 -	7.23 ac	8 -	14.8 ac	13 -	1.66 ac	18 -	12.51 ac		
4 -	15.97 ac	9 -	6.93 ac	14 -	2.31 ac	19 -	0.71 ac		
5 -	5.70 ac	10 -	8.61 ac	15 -	2.18 ac	20 -	6.75 ac		

Total Rice Acreage - 248.88 acres



COUNCIL COMMUNICATION

CC #: 0439

File #: 0324 & 0201-01

Title: Railcar Training Courses - Budget Adjustment
Contact: Rick Bartee 916-774-5825 rbartee@roseville.ca.us

Meeting Date: 11/20/2019

Item #: 7.21.

RECOMMENDATION TO COUNCIL

Staff recommends Council adopt an ordinance for a FY2019-20 budget adjustment in the amount of \$72,000.00, related to a contract with California Office of Emergency Services for the teaching of two railyard tank car safety courses.

BACKGROUND

The Roseville Fire Department has a Type 1 Hazardous Materials team which utilizes highly specialized equipment and training to respond to accidental and deliberate hazardous materials releases and emergencies. This is critical in the City of Roseville due to the number of large industrial, transportation, and medical businesses within the City limits.

The Fire Department also provides hazardous materials response training for Roseville and the greater Sacramento region. The Roseville Fire Department is one of six (6) certified Hazardous Materials Technician and Specialist training sites in California. Given the proximity to the railyard, Roseville Fire provides resources to ensure that Fire Department personnel are proficient at responding to railyard emergencies.

Due to the departmental expertise and proximity to the railyard, the Fire Department was awarded a \$108,000.00 two-year contract by the California Office of Emergency Services to teach, in Roseville, a total of three tank car safety courses in cooperation with Union Pacific to first responders across the state.

While these courses are expected to be revenue neutral, the Fire Department will benefit from additional mutual aid partners trained in railcar response and the creation of additional department personnel as railcar response experts. The Fire Department is requesting a budget adjustment of \$72,000.00 for the additional revenue and related expenditures for FY2019-20. The \$72,000.00 appropriation will cover the personnel and material costs to put on this highly technical training.

The Fire Department will request the remaining \$36,000.00 during the FY2020-21 annual budget process, for a total contracted amount of \$108,000.00.

FISCAL IMPACT

The two-year contract provides revenue to offset the costs of the training. There is no net impact on the General Fund.

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, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. A budget adjustment for railyard tank car safety training meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Matt Lauchner, Battalion Chief

Rick Bartee, Fire Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6154

Budget Adjust Rail Car Course

ORDINANCE NO. 6154

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20
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 2019-20, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for railcar training courses, per request of the Fire Department, as listed on the attached Request for Budget Adjustment in the amount of \$72,000.00.

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 _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Mathew Lauchner, Battalion Chief - Training FISCAL YEAR: FY2019-20
 PREPARER NAME & TITLE: Katrina Rostam, Administrative Analyst II COUNCIL DATE (if applicable): 11/20/2019
 DEPARTMENT/DIVISION: Fire Department - Training Division ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	5010	48050		32,000	Increase contracted overtime
1001	5395	48050		40,000	Increase class related expenses
TOTAL				72,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	4780	48050		72,000	Increase revenue from other agencies
TOTAL				72,000	

NET ADJUSTMENT	-
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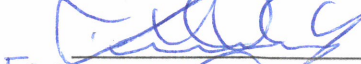
FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

Justification for Budget Adjustment:

The Fire Department was awarded a \$108,000 two year contract by the California Office of Emergency Services to teach, in Roseville, a total of three tank car safety courses in cooperation with Union Pacific to first responders across the state. This budget adjustment requests the appropriation of \$72,000 for the teaching of two rallyard tank car safety courses during FY2019-20. The department will request the remaining \$36,000 during the FY2020-21 annual budget process for a total contracted amount of \$108,000.

REQUIRED APPROVALS:

 11/4/19
 REQUESTING DEPARTMENT HEAD / DESIGNEE DATE
 11/4/19
 CHIEF FINANCIAL OFFICER / DESIGNEE DATE
 11-4-19
 BUDGET MANAGER / DESIGNEE DATE
 CITY MANAGER / DESIGNEE DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY _____ DATE _____

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 0459

File #: 0300

Title: Second Reading of Ordinance - Roseville Municipal Code Amendment to Massage Services Appeals

Contact: Marc Glynn 916-774-5095 mglynn@roseville.ca.us

Meeting Date: 11/20/2019

Item #: 7.22.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 6155 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 9.10.090, 9.10.100, 9.10.120 AND 9.10.150 OF CHAPTER 9.10 OF TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING MASSAGE SERVICES, for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Rob Baquera, Public Information Officer

James Maccoun, Police Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6155

ORDINANCE NO. 6155

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS
9.10.090, 9.10.100, 9.10.120 AND 9.10.150 OF CHAPTER 9.10 OF TITLE 9 OF THE
ROSEVILLE MUNICIPAL CODE REGARDING MASSAGE SERVICES

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 9.10.090 of Chapter 9.10 of Title 9 of the Roseville Municipal Code is hereby amended to read as follows:

9.10.090 Appeal from police chief determination—Permit conditions and denials.

The police chief shall cause a written notice of his or her decision to issue, condition or deny a permit to be mailed to the applicant by certified U.S. mail, postage prepaid, return receipt requested. An applicant aggrieved by the police chief's decision to condition or deny a permit may appeal such decision to the city manager, or his or her designee, by filing a written notice with the city clerk within 14 calendar days of the applicant's receipt of the police chief's written notice of decision. If an appeal is not filed within such time, the police chief's decision shall be final.

SECTION 2. Section 9.10.100 of Chapter 9.10 of Title 9 of the Roseville Municipal Code is hereby amended to read as follows:

9.10.100 Hearing—Scheduling.

Upon appeal to the city manager, or his or her designee, the permit application shall be scheduled by the city clerk for a public hearing within 45 calendar days, or as soon thereafter as is practicable.

SECTION 3. Section 9.10.120 of Chapter 9.10 of Title 9 of the Roseville Municipal Code is hereby amended to read as follows:

9.10.120 City manager action.

Following a hearing, the city manager, or his or her designee may grant the permit subject to such conditions as it deems reasonable under the circumstances, or it may deny the issuance of the permit if it finds any of the grounds specified in Section 9.10.080(B). The decision of the city manager, or his or her designee shall be final.

SECTION 4. Section 9.10.150 of Chapter 9.10 of Title 9 of the Roseville Municipal Code is hereby amended to read as follows:

9.10.150 Appeal from police chief determination—Permit renewals, suspensions and revocations.

Any permittee aggrieved by the decision of the police chief in refusing to renew, suspending or revoking a permit may, within 14 calendar days from the issuance of the police chief's written decision, appeal to the city manager, or his or her designee, by filing a written notice with the city clerk. During the pendency of the appeal to the city manager, or his or her designee, the permit shall remain in effect. If such appeal is not filed within 14 calendar days, the decision of the police chief shall be final. If an appeal is filed in a timely manner, the city manager, or his or her designee shall, after notice as provided in Section 9.10.110, hold a hearing on the appeal, and deny the renewal for any of the grounds specified in Section 9.10.080 or suspend or revoke the permit for any of the grounds specified in Section 9.10.140. The city manager's, or his or her designee's decision shall be final.

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

SECTION 6. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (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



COUNCIL COMMUNICATION

CC #: 0460

File #: 0501

Title: Second Reading of Ordinance - 2019 Building Standards Code Adoption

Contact: Jason Rizzi 916-774-5802 jrizzi@roseville.ca.us
Jim Mangino 916-774-5390 jmangino@roseville.ca.us

Meeting Date: 11/20/2019

Item #: 7.23.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 6156 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 16.04.100, 16.04.310, 16.04.410, 16.04.830, AND 16.04.870 REPEALING SECTIONS 16.04.106, AND 16.04.860 OF CHAPTER 16.04 OF TITLE 16 REGARDING BUILDINGS AND CONSTRUCTION, REMOVING CHAPTER 16.15 OF TITLE 16 REGARDING HIGH-RISE BUILDINGS, AND REPEALING AND REPLACING CHAPTER 16.16 OF TITLE 16 OF THE ROSEVILLE MUNICIPAL CODE REGARDING FIRE CODE, for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Jason Rizzi, Fire Division Chief

Rick Bartee, Fire Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6156

ORDINANCE NO. 6156

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 16.04.100, 16.04.310, 16.04.410, 16.04.830, AND 16.04.870 REPEALING SECTIONS 16.04.106, AND 16.04.860 OF CHAPTER 16.04 OF TITLE 16 REGARDING BUILDINGS AND CONSTRUCTION, REMOVING CHAPTER 16.15 OF TITLE 16 REGARDING HIGH-RISE BUILDINGS, AND REPEALING AND REPLACING CHAPTER 16.16 OF TITLE 16 OF THE ROSEVILLE MUNICIPAL CODE REGARDING FIRE CODE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 16.04.100 of Chapter 16.04 of Title 16 of the Roseville Municipal Code is hereby amended to read as follows:

16.04.100 California Building Standards Code-Adopted.

A. The 2019 California Building Standards Code is hereby adopted by the City of Roseville and incorporated by reference into the City of Roseville Municipal Code, as amended by this Chapter. The 2019 California Building Standards Code includes, but is not limited to, the following:

1. 2019 California Building Code—Volumes 1 and 2 of the California Code of Regulations Title 24 Part 2.
2. 2019 California Residential Code of the California Code of Regulations Title 24 part 2.5.
3. Appendix H, Patio Covers of the 2019 California Residential Code of the California Code of Regulations Title 24 part 2.5.
4. 2019 California Electrical Code of the California Code of Regulations Title 24 part 3.
5. 2019 California Mechanical Code of the California Code of Regulations Title 24 part 4.
6. 2019 California Plumbing Code of the California Code of Regulations Title 24 part 5.
7. 2019 California Energy Code of the California Code of Regulations Title 24 part 6.
8. 2019 California Historical Building Code of the California Code of Regulations Title 24 part 8.
9. 2019 California Existing Building Code of the California Code of Regulations Title 24 part 10.

10. 2019 California Green Building Standards Code of the California Code of Regulations Title 24 part 11.
11. 2018 Uniform Swimming Pool, Spa and Hot Tub Code as published by the International Association of Plumbing and Mechanical Officials adopted by reference.

B. There is at least one copy of said code on file in the office of the building official for use and examination by the public.

SECTION 2. Section 16.04.310 of Chapter 16.04 of Title 16 of the Roseville Municipal Code is hereby amended to read as follows:

16.04.310 Findings and Modifications

A. The city council of the City of Roseville finds and declares that the additions, modifications, and changes made to these codes are necessary for the protection of the public health, safety, and welfare due to climatic, geological, or topographical conditions. These amendments are authorized under Health and Safety Code Section 17958 and are identified as follows:

1. Climatic. Average yearly rainfall for the city is approximately 18 inches; with the majority occurring between October and April. During the summer months, there is generally no measurable precipitation and temperatures for this dry period range from 70 to 112 degrees Fahrenheit. Pools are common as a result of the high summer temperatures. High summer month temperatures are frequently accompanied by light to gusty westerly and northerly winds. The relative humidity during the summer months averages from two to 30 millimeters of mercury (Hg), which is considered arid. The city is surrounded by thousands of acres of grasslands which, during the summer months are dried to the point at which they are exceedingly combustible and easily ignited.

2. Topographical. The city is segmented by several topographical and physical features, including minor rivers, steep canyons, natural parkways, open space, freeways, railroad tracks, drainage canals, and sprawling industrial facilities. Heavy traffic congestion on city streets acts as a barrier for fire and emergency vehicles providing timely response. Preservation of wetland areas, natural parkways, riparian corridors, vernal pools, open space, and endangered species' habitats have all contributed to access problems while also resulting in exemptions from vegetation reduction programs. These conditions also result in natural aquifers that the city uses for water, resulting in differing water sources.

3. Geological. The city is located within a Seismic Design Category D area and is subject to ground tremors. Flooding has occurred in the portions of the city that lie adjacent to Roseville's numerous creeks and streams.

B. The building official is authorized to render interpretations of this code and make and enforce rules and supplemental regulations in order to carry out its application. The building official maybe guided by future supplements to the California Building Code. Such interpretations, rules and regulations and supplements shall conform with the intent and purpose of the California Building Code and shall be available to the public during normal business hours.

C. When there are practical difficulties involved in carrying out the provisions of this code, the building official may grant modifications for individual cases. The building official shall first find that a special individual reason makes the strict letter of this code impractical and that the modification is in conformance with the intent and purpose of this code and that such modification does not lessen any fire-protection requirements or any degree of structural integrity. The details of any action granting modifications shall be recorded and entered in the files of the City of Roseville.

SECTION 3. Section 16.04.410 of Chapter 16.04 of Title 16 of the Roseville Municipal Code is hereby amended to read as follows:

16.04.410 Maximum number of disconnects.

Section 230-71 of the California Electric Code is hereby amended in its entirety to read as follows:

(a) General. The service disconnecting means for each service permitted by Section 230-2, or for each set of service-entrance conductors permitted by Section 230-40, Exception No. 1, shall consist of not more than one switch or one circuit breaker mounted in a single enclosure, in a group of separate enclosures, or in or on a switchboard. There shall be no more than one disconnect per service grouped in any one location.

Exception No. 1: For the purpose of this section, disconnecting means installed as part of listed equipment and used solely for the following shall not be considered a service disconnecting means:

- (1) Power monitoring Equipment
- (2) Surge-protective device(s)
- (3) Control circuit of the ground-fault protection system
- (4) Power-operable service disconnecting means

Exception No. 2: For an apartment complex with not more than four units total, each unit may have a separate disconnect.

(b) [reserved]

Informational Note: See Section 408.36 for service equipment in certain panel-boards, and see Section 430-95 for service equipment in motor control centers

SECTION 4. Section 16.04.830 of Chapter 16.04 of Title 16 of the Roseville Municipal Code is hereby amended to read as follows:

16.04.830 Definitions.

Section 202 of the Uniform Swimming Pool, Spa and Hot Tub Code is amended to include the following definitions:

A. "Equipment" means any mechanical device used in the operation and maintenance of a swimming pool.

B. “Equipment pad” means the structure upon which equipment is located or mounted.

C. “Structure” means that portion of the swimming pool which is used to retain water or used to support any plumbing or mechanical device or recreational device or other structure as defined in the California Building Code.

SECTION 5. Section 16.04.860 of Chapter 16.04 of Title 16 of the Roseville Municipal Code is hereby repealed in its entirety.

SECTION 6. Section 16.04.870 of Chapter 16.04 of Title 16 of the Roseville Municipal Code is hereby amended to read as follows:

16.04.870 Swimming Pool and Spa Enclosures.

Section 3109.2 of the California Building Code is amended to add the following language at the end of section 3109.2

Notwithstanding the foregoing, with regard to Health and Safety Code section 115922 requiring at least two of seven drowning prevention safety features, at least one of the two drowning prevention safety features required must be an enclosure that meets the requirements of Section 115923 and isolates the swimming pool or spa from any private single-family home. The intent of this section is to ensure that when a building permit is issued for the construction of a new swimming pool or spa or the remodeling of an existing swimming pool or spa at a private single-family home, the respective swimming pool or spa shall have an enclosure that meets the requirements of Section 115923 and isolates the swimming pool or spa from any private single-family home.

SECTION 7. Chapter 16.15 of Title 16 of the Roseville Municipal Code is hereby repealed in its entirety.

SECTION 8. Chapter 16.16 of Title 16 of the Roseville Municipal Code is hereby repealed in its entirety and replaced with the following:

16.16.010 Short title.

This chapter may be referred to as the “Roseville Fire Code.”

16.16.020 California Fire Code and International Fire Code—Adopted by reference.

The 2019 California Fire Code Title 24, Part 9 of the California Code of Regulations, together with Appendices B, BB, C, CC, I, as well as the 2018 International Fire Code, save and except such portions as are hereunder deleted, modified, or amended, are hereby adopted by reference.

16.16.030 Findings.

The city council of the City of Roseville finds and declares that the additions, modifications, and changes made to these codes are necessary for the protection of the public health, safety, and

welfare due to climatic, geological, or topographical conditions. These amendments are authorized under Health and Safety Code Section 17958 and are identified as follows:

A. Climatic. Average yearly rainfall for the city is approximately 18 inches; with the majority occurring between October and April. During the summer months, there is generally no measurable precipitation and temperatures for this dry period range from 70 to 112 degrees Fahrenheit. High summer month temperatures are frequently accompanied by light to gusty westerly and northerly winds. The relative humidity during the summer months averages from two to 30 millimeters of mercury (Hg), which is considered arid. The city is surrounded by thousands of acres of grasslands which, during the summer months are dried to the point at which they are exceedingly combustible and easily ignited.

B. Topographical. The city is segmented by several topographical and physical features, including minor rivers, steep canyons, natural parkways, open space, freeways, railroad tracks, drainage canals, and sprawling industrial facilities. Heavy traffic congestion on city streets acts as a barrier for fire and emergency vehicles providing timely response. Preservation of wetland areas, natural parkways, riparian corridors, vernal pools, open space, and endangered species' habitats have all contributed to access problems while also resulting in exemptions from vegetation reduction programs. These situations, though environmentally important, increase the demands on the fire department due to extreme fire hazards created by increased fuel loading and access limitations.

C. Geological. The city is located within a Seismic Design Category D area and is subject to ground tremors. Flooding has occurred in the portions of the city that lie adjacent to Roseville's numerous creeks and streams.

16.16.040 Permits and fees.

A. Chapter 1, Section 106 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:

106 Fees. Each person who applies for, requests, or receives a permit, permit amendment, or service furnished by the fire department shall, at such time, pay the applicable fee or fees provided for by resolution of the city council.

B. Minimum Fee Remittance. Prior to providing service, except for emergency services, a minimum fee remittance is required based on the approved fee established for said service(s). The minimum amount for an estimated fee calculation is required at the time of request for service. Adjustments to the estimated fee may be made depending upon work required.

C. Modification of Fees. The fire chief shall have the authority to waive or modify any fee imposed due to services provided by the fire department as stated herein and established by resolution of the city council for good cause providing such waiver or modification request is submitted in writing, stating the reason such waiver or modification is necessary, prior to the payment of the fee.

16.16.050 Appeals.

Chapter 1, Section 109.1 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:

109.1 Appeals. Any person aggrieved by any decision or action of the Chief or designated representative may appeal the decision or action subject to the provisions of Section 16.04.110 of the Municipal Code referring to the Board of Appeals. The Board of Appeals designated therein shall also serve as the Board of Appeals under the California Fire Code. The fire chief or his or her designee shall serve as ex-officio member of the Board of Appeals in all appeals under the California Fire Code.

16.16.060 Violations.

Chapter 1, Section 110.4 of the California Fire Code is hereby amended to read as follows:

110.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be charged with either an infraction or a misdemeanor at the discretion of the city attorney.

16.16.070 Open burning, recreational fires, and portable outdoor fireplaces.

Chapter 3, Section 307.1.1 of the California Fire Code is hereby amended to read as follows:

307.1.1 Prohibited open burning. Open burning shall be prohibited within the city.

Exception: When authorized by the fire chief in accordance with the California Fire Code.

16.16.080 General storage.

Mobile Storage Racks. Mobile storage racks shall have a minimum six-inch fixed separation every four feet of storage.

16.16.090 Fire apparatus access roads.

Chapter 5, Section 503.2.3 of the California Fire Code is hereby amended to read as follows:

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced with an AC pavement or equivalent surface so as to provide all-weather driving capabilities.

16.16.100 Premises identification.

A. Multiple Tenant Buildings. Multiple tenant buildings shall contain the following features:

1. Multiple tenant spaces serviced by vehicular access to the rear through any driveway, alleyway, or parking lot shall have numbers or addresses placed prior to occupancy on all new and

existing buildings as to be plainly visible and legible from the rear access way when deemed necessary by the fire chief.

2. Multiple tenant spaces serviced by rear access through a corridor, exit passageway, exit court, or exit yard shall have approved numbers or addresses displayed on the rear of the tenant space, when deemed necessary by the fire chief.

3. Multiple tenant spaces that front on interior walkways or pedestrian malls shall have approved numbers or addresses placed near the entrance door in all new and existing buildings.

4. Illuminated directory boards shall be provided at vehicular access entrances to multiple building complexes as deemed necessary by the fire chief.

B. Illumination. Addressing shall be illuminated at night in all new buildings. Address signs shall be internally or externally illuminated. When the luminance provided for the face of an address sign is from an external source, it shall have an intensity sufficient so as to be visible at night from the adjoining access roadway. Internally illuminated address signs shall be provided with equivalent luminance.

16.16.110 Fire protection systems.

A. Fire Control Room. An approved fire control room shall be provided for all buildings protected by an automatic fire extinguishing system. Fire control rooms shall meet the following requirements:

1. Fire control rooms shall contain only fire system control valves, fire alarm control panels and other related fire system equipment.

2. The location of the fire control room shall be approved by the fire code official.

3. Fire control rooms shall have minimum dimensions of five feet by seven feet.

4. Fire control rooms shall be constructed with a one-hour fire rating.

5. Fire control rooms shall be provided with an exterior access door approved by the fire code official.

6. Durable signage shall be provided on the exterior side of the access door.

7. Storage of materials in fire control rooms is prohibited.

B. New Buildings. An approved automatic sprinkler system shall be provided in every new building where the total fire area is 3,600 square feet or greater.

C. Passive Purge Sprinkler System. One and two family dwellings designed and installed with a sprinkler system in accordance with NFPA 13D shall utilize passive purge on a remote domestic plumbing fixture.

D. Building Additions. An approved automatic sprinkler system shall be provided in every existing building, except one- and two-family dwellings, when an addition to the floor area is made increasing the size of the building to 3,600 square feet or greater.

E. Design Criteria. Minimum sprinkler systems design requirements are as follows unless otherwise approved by the fire code official:

1. Office buildings or similar use occupancies shall be designed to Ordinary Hazard Group 1.

2. Mercantile, storage or similar use occupancies with a ceiling height of up to 20 feet shall be designed to Ordinary Hazard Group 2; with a minimum design area of 3,000 square feet.

3. Mercantile, storage or similar use occupancies with a ceiling height exceeding 20 feet shall be designed with a minimum sprinkler density of 0.495; with a minimum design area of 2,000 square feet.

F. Upright sprinklers. Upright sprinklers shall be installed in all construction types.

Exceptions:

1. The following construction types: Type IA, IB, IIA.

2. In all construction types where the roof-system is exposed and contains no ceiling structure or concealed spaces.

G. **Chapter 9, Section 903.4.2 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:**

903.4.2 Alarms. One exterior approved audible alarm and visual strobe device, located on the exterior of the building in an approved location, shall be connected to each automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system. Visible alarm notification appliances shall not be required except when required by Section 907. A single approved audible alarm and visual strobe device shall be provided in the interior of the building in a normally occupied location within each space, unless otherwise required by the California Fire Code.

H. **Chapter 9, Section 907.6.6 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:**

907.6.6 Monitoring. Fire alarm systems required by this chapter or by the California Building Code shall be monitored by a Central Station Service (UUFx) that is listed in the current edition of the UL Online Certifications Directory unless otherwise required by the California Fire Code.

Exceptions: Monitoring by a supervised station is not required for:

1. Single and multi-station smoke alarms required by Section 907.2.10.

2. Smoke detectors in Group I-3 occupancies *shall be monitored in accordance with Section 907.2.6.3.*

3. Automatic sprinkler systems in one and two family dwellings.

I. Combination Alarm Systems. Combination fire and burglar alarm systems are not permitted. Exception: Group R-3 and R-3.1.

16.16.120 (Reserved.)

16.16.130 Fire safety during construction and demolition.

A. Chapter 33, Section 3310.1 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:

3310.1 Required access. Approved vehicle access for firefighting shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 100 feet (30,480 mm) of temporary or permanent fire department connections. Vehicle access shall be provided with an AC pavement or equivalent surface capable of supporting vehicle loading so as to provide all-weather driving capabilities. Said fire access road shall be constructed prior to the presence of on-site combustible products and shall be maintained throughout the construction process.

B. Premises Identification. Buildings under construction shall have approved address numbers, building numbers or approved building identification placed at the entry point of each fire access road.

16.16.140 Regulations for fireworks.

A. Chapter 56, Section 5608 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:

5608.1 General. Outdoor fireworks displays, use of pyrotechnics before a proximate audience and pyrotechnic special effects in theatrical and group entertainment productions shall comply with California Code of Regulations, Title 19, Division 1, Chapter 6—Fireworks, and this chapter.

B. Prohibited Fireworks. Except as otherwise provided in this chapter, no person shall possess, manufacture, sell, use, display or explode any dangerous fireworks including, but not limited to, any rocket, firecracker, roman candle, squib, torpedo, wire core sparkler, wooden core sparkler, black cartridge, aerial shell or other combustible device or explosive substance or any kind of fireworks, by whatsoever name known, or any altered safe and sane fireworks within the city.

C. Public Displays. Public displays of fireworks may be given under permit issued by the fire code official consistent with state law where such displays will take place under the direction and supervision of a State of California licensed pyrotechnic operator.

D. Public Notice. Applicants for a fireworks public display permit shall provide notice to the surrounding community prior to the public display in accordance with standards approved by the fire code official.

E. Safe and Sane Fireworks. It shall not be unlawful to possess, use, display or discharge, within the city, those fireworks that are defined and classified as safe and sane fireworks authorized and labeled by the California State Fire Marshal during the period from noon on the 28th of June through midnight on the 4th of July of the same calendar year. Any person in violation of this section with amounts up to but not exceeding 25 pounds shall be cited for an infraction.

F. Sale of Safe and Sane Fireworks. The sale of safe and sane fireworks authorized and labeled by the California State Fire Marshal, within the city, shall be permitted only between noon and 10:00 p.m. on the 28th of June of each year and 9:00 a.m. through 10:00 p.m. on June 29th through the 4th of July of the same calendar year.

Exception: No person shall sell or offer to sell or expose for sale any safe and sane fireworks to any person under the age of 18 years.

G. Permits. It is unlawful for any person, firm, or corporation to sell safe and sane fireworks within the City without having first applied for and received a city permit therefor, in addition to the required state license.

H. Permit Requirements. The following are requirements for an application for a permit to sell safe and sane fireworks in the city:

1. No permit to sell safe and sane fireworks shall be issued to any person or business entity except nonprofit organizations.

a. "Nonprofit organization" means: (i) any nonprofit association, charity or corporation organized pursuant to the Internal Revenue Code or California Revenue and Taxation Code; or (ii) a group which is an integral part of a recognized national organization having such tax-exempt status; or (iii) an organization officially affiliated with and officially recognized by: (A) an elementary school, middle school, and/or high school and/or school district that serves, in whole or in part, the residents of the city, or (B) a public and/or private community college, college and/or university which is located within the boundaries of the city.

2. Any nonprofit organization that is qualified to sell safe and sane fireworks must meet all of the following criteria for a continuous period of not less than one full year preceding submittal of an application for a permit to sell fireworks required by this chapter and which continues to meet the criteria for the duration of any permit to sell fireworks issued by the city.

a. The organization must have its principal and permanent meeting place within the city.

b. The organization must have a demonstrated benefit or provide a service to the citizens of Roseville.

c. The organization must have a minimum bona fide membership of at least 20 members who either reside in the city or are owners or operators of a business or other establishment located in the city or attest that the otherwise qualified organization will have a minimum of 20 volunteers

to staff a fireworks booth. The organization shall provide documentation demonstrating the minimum bona fide membership to the satisfaction of the fire chief.

d. The organization must not have been found by any court of competent jurisdiction or city administrative hearing officer to be in violation of any civil or criminal local, state or federal law within 24 calendar months prior to the organization's submittal of an application for a permit to sell fireworks.

e. All applications for permits shall be accompanied by a California State Board of Equalization temporary sales tax permit.

f. All applications for permits shall be in writing to the fire department on forms supplied by the city.

g. Applications must be filed 30 days prior to the actual sale or display.

h. Applications shall set forth the proposed location of the fireworks stand.

i. Applications shall be accompanied by a certificate of insurance in a form approved by the city attorney showing public liability insurance coverage in a minimum amount of \$1,000,000.00.

j. All applications for permits shall be accompanied by a retail sales permit issued by the California State Fire Marshal.

k. Applicants shall furnish such other data or information as may be required relating to the issuance of such fireworks permits.

l. Applications shall identify the name, organizational form, address of the principal meeting place, number of members, the purpose of the organization or corporation and the date it came into existence within the city. Only those organizations that are located within the city limits will be allowed to sell fireworks. Each organization, and its affiliated groups, will be limited to no more than one booth.

m. Every application shall designate one or more individuals as the fireworks stand safety officer. That individual shall be required to attend a fireworks stand operators safety seminar and orientation session conducted or approved by the city's fire department prior to issuance of the permit. The fireworks stand safety officer(s) must attend the seminar each year regardless of whether or not they have previously attended such a seminar in the past.

n. Each application shall be accompanied by the applicable permit fee. Such fee shall be nonrefundable. The fee shall be used to defray the expense of administering the provisions of this section and to provide safety and informational material and programming relative to fireworks.

I. Permit Revocation. The fire chief may suspend or revoke any permit upon proof that the permitted organization or corporation, or any of its members, has violated any of the provisions of this section relating to fireworks. If the fire chief determines that the suspension occurred too late in the limited sales period to have the necessary deterrent effect, he or she may disqualify the

permitted person or organization from obtaining a permit for a period of up to two additional years. Such additional disqualifications may be appealed to the city manager in writing within 15 calendar days of the action.

J. Number of Permits Issued. Except as otherwise provided, not more than 15 permits for fireworks shall be issued during any one calendar year. In the event more than 15 applications for permits are received, priorities for issuing of permits shall be determined by the fire chief as follows:

1. First priority shall be to those applicants who received a permit in the prior calendar year and actually operated a fireworks stand. Provided, however, that such priority shall expire after five consecutive years, and that nothing herein shall be construed so as to permit more than one fireworks stand per organization.

2. Second priority shall be to those otherwise qualified organizations.

3. In the event that the number of applicants within a given class of priority exceeds the number of permits remaining to be granted, then the selection of permittees shall be by lot. Such lottery shall be conducted in public by the fire chief who shall notify all applicants at least five days in advance of the date and time of the lottery.

K. Temporary Fireworks Stands. Retail sales of safe and sane fireworks are permitted only from within a temporary fireworks stand and subject to the following provisions:

1. No person other than the permitted organization shall operate the fireworks stand for which the permit is issued or share or otherwise participate in the profits of the operation of such stand.

2. No person other than the individuals who are members of the permitted organization shall sell or otherwise participate in the sale of safe and sane fireworks.

3. Each fireworks stand shall have a responsible adult in attendance and in charge of the stand at all times while it is being used for the display or storage of safe and sane fireworks.

4. Each fireworks stand shall have a fireworks stand safety officer in attendance and in charge at all times while it is being used for the sale or the offering for sale of safe and sane fireworks.

5. All safe and sane fireworks shall be retained or stored at the approved location of the fireworks stand, and in no event shall fireworks, other than those which have been sold, be removed from the approved fireworks stand location to any other place within the city.

6. There shall be no drinking or possession of alcoholic beverages in or about the fireworks stand or storage site at any time.

7. Fireworks stands may only be located on property zoned C-C, G-C, M-1, or M-2.

8. No fireworks stand shall be located within 25 feet of any other building or within 50 feet of any gasoline station, fuel pump, storage tank, generator or bulk plant.

9. Fireworks stands shall be located at least 100 feet apart from any other fireworks stand.

10. Fireworks stands shall comply with the provisions of the Building Code as determined by and at the discretion of the building official. All stands shall be erected under the supervision of the building official. The building official shall require that stands be constructed in a manner which will reasonably insure safety of attendants and patrons.

11. Temporary electrical wiring within the fireworks stand shall be prohibited.

12. Electrically powered equipment shall be located at least 10 feet from the fireworks stand.

13. Each stand shall have at least two approved exits located at opposite ends of the stand.

14. Any relocation of a fireworks stand shall be subject to prior approval of the fire chief.

15. Each fireworks stand shall be provided with two two-and-one-half-gallon “water-type” fire extinguishers approved by the fire chief, in good working order and easily accessible for use in case of fire. Such fire extinguishers shall be kept at or immediately near the fireworks stand.

16. All weeds and combustible materials shall be cleared from the location of the fireworks stand, to a distance of at least 30 feet.

17. When the fireworks stand is not being used for the sale and/or display of fireworks, all fireworks shall be stored in a manner consistent with one of the following:

a. Within a reinforced, heavy metal, fully-enclosed container, walk-in type drop box, or its equivalent, as approved by the fire code official; or

b. Returned daily to the licensed fireworks wholesaler for storage at an approved location.

L. Igniting Fireworks Near Stand. It is unlawful to discharge or ignite fireworks of any type within 25 feet of a fireworks stand.

M. Removal of Fireworks Stand. Fireworks stands shall be removed from the temporary locations by noon on the 6th day of July, and all accompanying litter shall be cleared from the locations by that time.

16.16.150 (Reserved.)

16.16.160 Fire flow requirements for buildings.

A. Appendix B, Section B105.1 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:

B105.1 One- and two-family dwellings, Group R-3 and R-4 buildings and townhouses. The minimum fire-flow and flow duration requirements for one- and two- family dwellings, Group R-3 and R-4 buildings and townhouses shall be as specified in Tables B105.1(1) and B105.1(2). The resulting fire-flow shall not be less than 1,500 gallons per minute (5678 L/min) for the prescribed duration.

B. Appendix B, Section B105.2 of the California Fire Code, as adopted by the city, is hereby amended to read as follows:

B105.2 Buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses. The minimum fire-flow and flow duration for buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses shall be as specified in Table B105.2 and B105.1(2). The resulting fire-flow shall be at least 50% of the value in Table B105.1(2) and not be less than 1,500 gallons per minute (5678 L/min) for the prescribed duration.

16.16.170 Validity.

The city council hereby declares that should any section, paragraph, sentence, or word of this chapter or of this code hereby adopted be declared for any reason to be invalid, it is the intent of the council that it would have passed all other portions of this chapter independent of the elimination therefrom of any such portion as may be declared invalid.

SECTION 9. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 10. 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



COUNCIL COMMUNICATION

CC #: 0437
File #: 0600-02

Title: Out of State Travel Request - Electric Department
Contact: Vincent Bottoni 916-774-5641 vbottoni@roseville.ca.us

Meeting Date: 11/20/2019
Item #: 7.24.

RECOMMENDATION TO COUNCIL

Staff requests Council approve out-of-state travel for one Electric Utility employee to attend the EUCI's Distribution System Planning and Optimization conference in Denver, Colorado on February 25-27, 2020. Funding is available in the Electric Utility's FY2019-20 budget.

BACKGROUND

As distributed energy resources, including zero net energy homes and an increased amount of solar, create new challenges for the distribution system, the engineering team at Roseville Electric is constantly looking for new ways to foresee and combat problems that may develop with these emerging trends. This class will provide integral insights into the understanding of new methodologies for distribution system planning for the Roseville Electric grid.

Funding for this training had previously been approved for the Electric Utility's FY2019-20 budget, however, the anticipated training was originally located in-state. As the desired conference is now in Colorado, Staff is requesting approval of the change from in-state to out-of-state travel.

FISCAL IMPACT

The total expected cost of attending the training is approximately \$3,000.00. Funding is available in the Electric Utility's FY2019-20 budget.

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, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

The out-of-state travel request meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Vincent Bottoni, Power Engineer

Michelle Bertolino, Electric Utility Director

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

EUCI Course- Distribution System Planning and Optimization Conference Agenda

DISTRIBUTION SYSTEM PLANNING & OPTIMIZATION

February 25-27, 2020
EUCI Conference Center
Plaza Tower One Conference Center
Denver, CO

“

“A good event to hear about experiences from people in the same industry and transformations that are occurring in the sector.”

Delivery System Planner,
Alliant Energy



TAG US #EUCI
FOLLOW US @EUCIEvents



EUCI is authorized
by IACET to offer
1.9 CEUs for the
course

OVERVIEW

Optimizing distribution system assets are a more difficult task as distributed energy resources become a bigger player on the distribution system. Analyzing load data is essential to developing an effective forecast. This course will take attendees through traditional distribution system planning practices and move quickly into modern and future trends to be considered. Practical examples and case studies will compare a variety of capacity planning solutions (short term planning). Long Term Planning topics include spatial analysis and the effects of higher distribution voltages.

The course dives deep into distributed generation, providing descriptions and categorizing them with respect to their dispatchability along with other qualities. Energy storage (including EVs) has an even greater set of issues, specifically whether these devices are a source or load. System modeling must take all these components into account to create a homogenous plan for the distribution system. The course concludes with a discussion of capital project justification and the consideration of risks associated with alternatives.

LEARNING OUTCOMES

- Review the load data industry trend – history, present day, tomorrow
- Discuss system growth – Existing customer vs. new business
- Identify sources of load profile data
- Review load forecasting rules of thumb and other assumptions
- Assess calculating loss of life due to overload for critical equipment
- Discuss the effect of system losses with regard to voltage profile and power quality
- Review options to resolving capacity issues
- Identify long term planning for substation location and capacity
- Review distributed generation classifications
- Discuss sustainability of solar generation
- Review energy storage systems
- Discuss integrating distributed energy resources
- Define microgrid, characteristics and applications

REGISTER TODAY! CALL **303-770-8800** OR VISIT **WWW.EUCI.COM**

AGENDA

TUESDAY, FEBRUARY 25, 2020

8:00 – 8:30 am Registration and Continental Breakfast

8:30 am – 5:00 pm Course Timing

12:00 – 1:00 pm Group Luncheon

System Loading

- Load Diversity/Coincidence
- Load Data
- Industry Trends
 - o Then vs. Now
 - o EV's, Blockchain, Grow Houses, Batteries
- System Growth
 - o Organic Growth (vertical – existing customers)
 - o New Business (horizontal growth)
- Load Profiles – sources
 - o Distribution Management Systems
 - o Data Historians
- Load Forecasting
 - o Growth Assumptions and Rules of Thumb
 - o Weather Impacts

Equipment Loading Practices

- Calculating Load Factor
- Normal Load Rating
- Emergency Overloads
 - o Calculating Loss of Life
 - o Documenting Emergency Overload Events.

Calculating System Losses

- Effects System Losses on Voltage Profile

Short Term Planning - Resolving Capacity Issues

- Comparing Options
 - o Phase Balancing
 - o Shifting Load to Adjacent Circuits
 - o Volt/VAr Management & Options
 - o Reconductoring
 - o Non-Traditional/Innovative Options
 - Conservation Voltage Reduction
 - Distribution Automation

REGISTER TODAY! CALL **303-770-8800** OR VISIT **WWW.EUCI.COM**

AGENDA

WEDNESDAY, FEBRUARY 26, 2020

8:00 – 8:30 am **Continental Breakfast**

8:30 am – 5:00 pm **Course Timing**

12:00 – 1:00 pm **Group Luncheon**

Long Term Planning

- Spatial Planning
 - o Substations
 - o Size & Location
- Effects of Higher Distribution Voltages
- Demand Side Management
 - o Demand Response
- Energy Efficiencies
- Considerations for Electrification
 - o Summary of Study to Electrify American Indian Reservations

Distributed Energy Resources

- Definitions
- Distributed Generation Classifications
 - o Utility/Commercial Scale vs. Consumer Scale
 - o Renewable vs Non-Renewable
 - o Dispatchable vs. Non-Dispatchable.
 - o Inertia vs. Non-Inertia Based
- Sustainability of Solar Generation
- Energy Storage Systems
 - o Potential Energy
 - o Battery Storage
 - o EV Contributions

System Modeling

- Model Assumptions
 - o Seasonal, Daily and Hourly Profiles (ATILDA Software)
- Modeling DER
 - o DG - Inverters vs. Inertia Based DG
 - o Batteries - EVs

Distributed Generation Integration Issues

- Inverter Capabilities
- Islanding
- Load Profile vs. Photovoltaic (PV)
 - o Output with the Effect of Batteries or EVs
- High Penetration of PV on Distribution Circuits
- Non-Technical Issues

REGISTER TODAY! CALL **303-770-8800** OR VISIT **WWW.EUCI.COM**

AGENDA

THURSDAY, FEBRUARY 27, 2020

8:00 – 8:30 am **Continental Breakfast**

8:30am – 12:00 pm **Course Timing**

Introduction to MicroGrids

- Definitions & Characteristics
- Industry Standards for MicroGrids
- Applications
 - o High Reliability Requirements
 - o Remote Locations
 - o Third World
 - o Military Bases (resiliency requirements)
 - o Case Study: The Brooklyn Microgrid
- Blockchain Transactions

Justifying Capital Projects

- Engineering Economics
 - o Net Present Value
 - All Accumulated Costs
 - All Accumulated Benefits
 - o Considering Risks
 - Qualitative vs. Quantitative

COURSE INSTRUCTORS

Chris Sticht

Senior Consultant, Pike Engineering, LLC

Mr. Sticht is a specialist in utility system planning, load analysis, planning software, underground, solar and Smart Grid. Chris has extensive background in planning, design, operations and protection. His background includes work on transmission systems, distribution systems, substations, and commercial building electrical systems. He has managed teams of engineers, designers and electricians. His experience includes consulting, contracting, work at two power flow software companies, and at several major utilities. He holds a MSEE from the University of Washington and a BSEE from Georgia Tech.

Jerry Josken

Senior Consultant, Pike Engineering, LLC

Jerry holds a BS in Electrical Engineering Technology from the Milwaukee School of Engineering and a MBA from North Central College. During his 30+ year career with Eaton's Cooper Power Systems Jerry served in a variety of engineering capacities. Past leadership positions include Chair of IEEE Rural Electric Power Conference (2012) and GLEMS Distribution Equipment /Controls (2013-2014). Presently, Jerry coordinates UCS Professional Development Programs.

REGISTER TODAY! CALL **303-770-8800** OR VISIT **WWW.EUCI.COM**



COUNCIL COMMUNICATION

CC #: 0431
File #: 0600-02

Title: Out-of-State Travel Request - Fire Department
Contact: Brian Diemer 916-746-1932 bdiemer@roseville.ca.us

Meeting Date: 11/20/2019
Item #: 7.25.

RECOMMENDATION TO COUNCIL

Staff recommends Council approval for out-of-state travel for one additional Fire Department member to attend two factory inspections of the new Pierce Enforcer Type 1 Engine being built by Pierce Manufacturing in Appleton, Wisconsin. The inspections will include a mid-construction review and the final factory inspections. The estimated schedule for the mid-construction inspection is January 2020, with the final inspection in February 2020. Costs related to travel, air fare, lodging, per diem and back-fill in the approximate amount of \$7,800.00 will be covered by the Fire Department's current fiscal year budget.

BACKGROUND

It is common practice for City representatives to attend the factory inspection trips when new fire apparatus are being built. The City representatives have generally consisted of two Fire Department personnel and one individual from Fleet Services. Prior experience has shown that a minimum of two fire department personnel are needed during the inspection trips to ensure a quality product is produced and all system specifications/components meet established requirements. The inspection trips are scheduled at times mutually agreed upon between the manufacturer's representative and the City representatives. In this case the inspections will likely occur in January and February 2020. All costs related to travel, such as air fare, lodging and meals are fully covered by Pierce Manufacturing for one Fire Department representative and one Fleet Services representative. Cost for the second Fire Department representative will be covered by the Fire Department's current fiscal year budget.

FISCAL IMPACT

Approximate cost to have one additional Fire Departmental staff member attend the inspection trips is \$7,800.00. This cost includes lodging, air fare, per diem and back-fill. All costs related to this request will be absorbed in the approved FY2019-20 department budget.

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, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of out-of-state travel meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Brian Diemer, Assistant Fire Chief

Rick Bartee, Fire Chief

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Dominick Casey, City Manager



COUNCIL COMMUNICATION

CC #: 0438
File #: 0600-02

Title: Out-of-State Travel Request - Public Works Department
Contact: Noah Siviglia 916-746-1379 nsiviglia@roseville.ca.us

Meeting Date: 11/20/2019
Item #: 7.26.

RECOMMENDATION TO COUNCIL

Staff recommends City Council approve out-of-state travel for one Public Works Engineering staff member to attend the annual meeting, concrete breakout sessions, and awards acceptance banquet in December 2019 for the American Concrete Pavement Association (ACPA) in New Orleans, Louisiana.

BACKGROUND

Founded in 1963, the ACPA is the world's largest trade association that exclusively represents the interests of those involved with the design, construction, and preservation of concrete pavements. ACPA represents these interests at the national level to Congress, FHWA, FAA, national trade associations, and business organizations. ACPA supports research and promotion to improve the quality of concrete pavements and provides engineering expertise, design tools, pavement specifications, construction best practices, and education to members and agencies. The purpose of this conference is to gain additional knowledge in the use and construction of concrete pavements.

Additionally, the City of Roseville's Roller Compacted Concrete (RCC) Pavement project was selected as the ACPA annual award winner in the Special Application category. Staff will be attending the conference training and accepting the award on behalf of the City at the ceremony.

FISCAL IMPACT

As an award winner, the City received one complimentary registration to the annual meeting, breakout sessions, and awards banquet. Travel and lodging costs are estimated to be \$1,200.00, and funding is available in the approved RCC project budget. No additional funds are needed, and no General Fund resources are being used.

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, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Out of state travel meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Noah Siviglia, Associate Engineer

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

ACPA Award & Conference Program 12.2019



AMERICAN CONCRETE PAVEMENT ASSOCIATION
9450 Bryn Mawr Ave
Suite 150
Rosemont, IL 60018
Phone: 847-966-2272

September 5, 2019

Jason Shykowski
City of Roseville, California
311 Vernon St.
Roseville, CA 95678

Dear Jason:

On behalf of the members of the American Concrete Pavement Association, I am delighted to inform you that your project, Roseville California - Roller Compacted Concrete Streets, was selected as an award winner in the RCC (Special Application) category. This year, 27 projects will be honored from 15 categories after competing locally and nationally with hundreds of excellent projects.

ACPA will formally recognize the project at our Annual Excellence in Concrete Paving Awards Banquet, held the evening of Thursday, December 5th. We hope to see your project team at the banquet and the preceding reception, where we'll take professional photos of all the winning teams. During the banquet, we'll reveal the award level (gold or silver) of winning projects. The banquet is part our 56th Annual Meeting that will be held at the Marriott New Orleans from December 3-5th, 2019.

You and/or representatives of your agency are invited to register for the banquet and accept the award with other partners from the project. As a government agency employee, we are pleased to provide you with one complimentary registration to the awards banquet and to our Concrete Pavement University (CPU). CPU will feature two concurrent tracks. The first track includes four breakout sessions focused on construction topics for contractors: quality control best practices, balancing material constraints-productivity-smoothness, pavement projects and developments, and special considerations. A second general interest track will cover pavement design, repairs, overlays, and perspectives on the future of concrete pavements.

Please find enclosed a program for the annual meeting or visit our event website, <http://2019meeting.acpa.org>, for details and registration. To receive your complimentary registration, please use the promotional code **CA73672** when registering online.

All project partners (contractor, engineer, and owner) will receive a customized, complimentary plaque to memorialize their achievement. We have forwarded your plaque proof to the contact person indicated on the project submittal form, Clay Slocum at California Nevada Cement Association. Please contact this person directly if you wish to review your plaque proof or order additional plaques at cost. Clay Slocum is coordinating the information with us on behalf of your agency.

Congratulations and we look forward to seeing you in New Orleans!

Sincerely,

A handwritten signature in black ink, appearing to read "Gerald F. Voigt", written over a horizontal line.

Gerald F. Voigt, P.E.
ACPA President & CEO

C: Southwest Concrete Pavement Association

RECEIVED

SEP 11 2019

PW-ENGINEERING



New Orleans Marriott
555 Canal Street
New Orleans, LA 70130
(504) 581-1000

PRELIMINARY PROGRAM

ACPA 56th
Annual Meeting
December 3-5, 2019



Concrete...and All That Jazz!

"Concrete... and All That Jazz!"

JOIN US IN "THE BIG EASY" FOR THE 56th ANNUAL MEETING!

Are you as excited to head to New Orleans as I am? I hope so, not only because it is a unique, colorful and fun place for our annual meeting, but also because of the outstanding program we have lined up for you!

When I accepted the role of 2019 Chairman, I promised that we'd focus on the implementation of our new promotion plan while continuing our association's attention on state and local transportation agencies. I am proud to say that our national and chapter network has grown larger, we attained a record number of contractor members, and we are making tremendous progress on our goals!



Come join our celebration! I encourage you to make plans to attend the 56th Annual Meeting and even more so I encourage you to sponsor someone from your company to attend and get involved in all that the ACPA offers. Like mine, your company's emerging leaders are the professionals who will carry this industry forward in the coming years. Help them to appreciate the value of ACPA's learning opportunities and networking for their career development and your company's bottom line.

The ACPA Annual Meeting in the "Big Easy" is a great place for you and members of your team to learn what others are doing and to get new ideas for the future. The agenda includes a wide array of industry updates and the 11th Annual Concrete Pavement University program includes two tracks, one focused on contractor issues and one of more general industry interest. Both tracks will feature a lineup of outstanding speakers. We've included several panel discussions to generate an open dialogue on how to build pavements better, address current challenges and seize new opportunities.

New Orleans has a lot to offer for you to entertain clients and share time with industry friends. You can branch out on your own or take advantage of the organized activities we planned for Tuesday, including a golf outing at English Turn, a New Orleans cocktail tour or an airboat ride through the Mississippi delta swamp. Our meeting hotel is right in the heart of the city close to almost everything that gave this city its colorful reputation, including jazz clubs, nightlife and Bourbon Street. There has never been a more exciting opportunity to take advantage of a unique venue and time with your colleagues from all corners of the industry!

We look forward to seeing you and together and having some fun with Concrete...and All That Jazz!

Sincerely,

A handwritten signature in dark ink that reads "Jim Mack". The signature is stylized with a large, flowing "J" and "M".

Jim Mack
2019 Chairman – ACPA
CEMEX

Thank You to our Sponsors!

GOLD ANNUAL PARTNER



EVENT ANNUAL PARTNER



St Marys Cement

A Family Company Since 1926
QUALITY...SERVICE...INTEGRITY

Please thank all of these member companies for their support through your expressions of gratitude and support of their business!



A day for chapter and local promotion experts, members and industry leaders to discuss the latest strategies and information on promoting concrete pavements, plus an opportunity for all attendees to enjoy optional activities...

7:00 AM - 4:00 PM

Event Registration - Mardi Gras Foyer

7:00 AM - 8:00 AM

Continental Breakfast - Salon D - 3rd Floor

A continental breakfast will be provided in the meeting room for those attending the ACPA Chapter/State Committee meeting.

8:00 AM - 3:00 PM

Chapter/State Committee Meeting with Lunch Break - Salon D - 3rd Floor

12:00 PM - 1:00 PM

Luncheon- Salon E - 3rd Floor

12:15 PM - 5:30 PM

Golf Outing (Optional activity)

All guests are welcome to sign up for the golf outing at nearby English Turn Golf Club. This is a great opportunity to meet up with old friends or entertain your clients while enjoying a beautiful New Orleans delta golf venue! A bus will transport you to and from the course. *(Separate sign up necessary—see website.)*



1:00 PM - 5:00 PM

Personal and Thrilling Airboat Swamp Tour (Optional activity)

See the South Louisiana bayous and swamps touring a large tract (20,000 acres) of tidewater cypress swamp on a high-speed airboat. It's a dynamic ecosystem supporting many types of aquatic and moist-soil vegetation, as well as a diverse wildlife population. You'll witness some of the most beautiful scenery around as you ride through the swamp and into the bayous lined with moss-draped cypress and tupelo-gum trees. During your 2-hour tour you'll have opportunities to see alligators, snakes, turtles, egrets, herons and ibis, and the occasional hawk, owl or bald eagle. A bus will transport you to and from the hotel. *(Separate sign up necessary—see website.)*



3:30 PM - 5:00 PM

Emerging Leaders Group - Salon F - 3rd Floor

5:30 PM - 8:30 PM

Spirits and Cocktails Walking Tour (Optional activity)

Explore the grim and ghastly deeds of the old French Quarter, and then wash it all down with a drink. Hear the history on two of New Orleans' cocktails or spirits and how they are made. First, it's time to experience the secret and sinister events that occurred a very long time ago. Yes, ghosts and spirits still haunt the legendary Vieux Carre. You will learn about the Spiritual side of New Orleans Voodoo, Death and history of the French Quarter as well as taste three notable cocktails at some of the city's most famous bars and restaurants. All cocktail samples are included in the ticket price. *(Separate sign up necessary—see website. Please notify your group leader of any dietary restrictions or food allergies at least three weeks prior to the event.)*

DAY 2
WEDNESDAY
4
DECEMBER

A full day of committee and task force meetings that engage members and staff in identifying important issues and ideas that define the direction and strategic focus of the Association...

7:00 AM - 5:00 PM

Event Registration - Mardi Gras Foyer

7:00 AM - 8:00 AM

Buffet Breakfast - Salon D-E - 3rd Floor

8:00 AM - 10:00 AM

RCC Task Force- Salon B-C - 3rd Floor

The meeting will include a continued dialogue on ACPA's efforts to address roller-compacted concrete, including a guest presentation "Lafayette, LA Trial RCC Project" by Tyson D. Rupnow, PhD., PE; Associate Director of Research, Louisiana Transportation Research Center.

Airport Task Force- Salon F-G-H - 3rd Floor

The meeting will include open discussion on airfield topics, including a discussion/presentation led by Gary Mitchell, Vice President Airports & Pavement Technology, titled "3's, 8's, Tarantulas and How to Really Read a Mix Design"

Jointing Task Force- Gallerie 6 - 2nd Floor

The meeting will feature an update on ACPA's standardization of high-performance dowels, and also will feature "Early Aged Slab Behavior and Cracking" a guest presentation by Dan G. Zollinger, PhD, PE, Professor of Civil Engineering; Zachry Department of Civil Engineering, Texas A&M University

10:00 AM - 10:30 AM

Break - Mardi Gras Foyer

10:30 AM - 12:00 PM

Strategic Advisory Committee - Salon F-G-H - 3rd Floor

The agenda will feature an update on the mid-summer meeting change management results and Phase 2 of the ACPA Promotion Plan, as well as continued dialogue on restructuring ACPA's committees.

11:00 AM - 2:00 PM

Special Culture and Cuisine Tour (For spouses/guests)

Sample authentic New Orleans dishes full of rich flavors while learning about their fascinating origins during a small-group walking tour with other registered spouses and guests. From worker strikes to immigrant influences, the foodways of New Orleans can help you understand the complex, intertwined histories and cultures of the people that have called the city home. You'll navigate the alluring past and present of New Orleans cuisine with 6-8 samples of dishes for which the city is famous, including red beans and rice, po-boys, gumbo, chargrilled oysters, and more! (*Separate sign up necessary—see website.*)



12:00 PM - 1:30 PM

Luncheon and Annual Meeting of the Members - Salon D-E- 3rd Floor

The annual meeting will feature an overview of 2019 progress, incoming chairman's plans for 2020 and election of the 2020 board of directors.

1:45 PM - 3:15 PM

Legislative Issues Committee - Gallerie 5-6 - 2nd Floor

(*Must Join AIM to Attend) The Committee will address matters related to the association's efforts in Washington DC. Guest presenter, Will Wilkins, Executive Director, TRIP will present *"The Road Information Program (TRIP) – A Strategic Partner"*

3:15 PM - 3:30 PM

Break - Mardi Gras Foyer

3:30 PM - 5:00 PM

Concrete Pavement University Opening Plenary Session- Salon D-E - 3rd Floor

Moderator: TBD

- ◇ *AASHTO's Perspectives on the Future of the U.S. Highway Program* – Jim Tyman, Executive Director; American Association of State Highway and Transportation Officials (invited)
- ◇ *Federal Highway Administration Outlook* – Brian Fouch, PE, Director; Office of Preconstruction, Construction, and Pavements, Federal Highway Administration
- ◇ *The Value of Competition Between Industries – A Former DOT Secretary's Perspective* – Tom Smith, PE, Former Secretary, West Virginia Department of Transportation

5:30 PM - 7:30 PM

"Mardi Gras" Theme Reception (All registrants, guests and spouses welcome)

Riverview 1-2 - 41st Floor

A visit to New Orleans is not complete without a party, so you won't want to miss our Mardi Gras reception ACPA-style! Kick back to some New Orleans jazz, fun and fellowship with friends and colleagues from ACPA. Don't arrive late and don't cut out early, as we may have a few surprises in store for you!





11th Concrete Pavement University

After the awards breakfast, select from among eight interesting concurrent CPU technical sessions.

Breakouts 1, 3, 5 & 7 form a contractor/construction track.
Breakouts 2, 4, 6 & 8 form a track of general interest to all.

7:00 AM - 8:15 AM

Association Award Breakfast - Salon D-E - 3rd Floor

8:15 AM - 8:30 AM

Break - Mardi Gras Foyer

8:30 AM - 10:00 AM

CPU 1 – Panel Discussion: Quality Control Plan Best Practices

Gallerie 4-5 - 2nd Floor



Moderator: Gary Mitchell, PE, Vice President Airports & Pavement Technology; ACPA

- ◇ Panelists will provide perspectives and respond to questions on the essentials of a good plan and what an agency is really looking for from contractors.
- Dr. Craig Rutland, Pavement Engineer; U.S. Air Force Civil Engineer Center
- Martin Holt, Corporate Quality Control Manager; Interstate Highway Construction
- Steve Friess, Concrete Operations Division Manager; Milestone Contractors
- Richard L. Allen, PE, President; Bowser-Morner, Inc.

CPU 2 – Considerations for Pavement Design (Hosted by Design Task Force)

Gallerie 6 - 2nd Floor

Moderator: Jim Powell, PE, Executive Director, Northwest Chapter, ACPA

- ◇ *Latest Erosion Model Update* – Dan G. Zollinger, PhD, PE, Professor of Civil Engineering; Zachry Department of Civil Engineering, Texas A&M University
- ◇ *Short-Slab Technology Latest Performance Update* – Feng Mu, Ph.D., PE, Senior Flatwork Engineer; PNA Construction Technologies
- ◇ *The Rest of the Story: Arkansas SPS-2 Projects* – Alan Meadors, Arkansas Promotional Director; Oklahoma/Arkansas Chapter – ACPA

10:00 AM - 10:30 AM

Break - Mardi Gras Foyer

10:30 AM - 12:00 PM

CPU 3 – Special New Considerations for Contractors - Gallerie 4-5 - 2nd Floor

Moderator: TBD



- ◊ *A Strategy to Address Late Utility Relocation, Mismarked and Unmarked Utilities* – Tom Olson, Partner; Olson Construction Law, P.C.
- ◊ *Performance Engineered Mixtures Trial Project Results* – Gordon Smith, PE, Associate Director; National Concrete Pavement Technology Center
- ◊ *Non-Contact Ultrasonic and Computer Vision Assessment for Timing Joint Sawing* – Quang Tran, Ph.D. Candidate, University of Illinois at Urbana-Champaign

CPU 4 – Taking a Fresh Look at Concrete Pavements - Gallerie 6 - 2nd Floor

Moderator: Mike Ayers, Ph.D., Executive Director; Illinois Chapter
(Global Pavement Consultants)

- ◊ *A New (Better!) View on Concrete Pavement Preservation* – Mark Snyder, Ph.D., PE Staff Consultant; ACPA
- ◊ *Paint Striping for Concrete Pavement – What Works and What Doesn't* – Donna Speidel, President; Sightline, Inc.
- ◊ *Next Generation Concrete Surface Texture – Celebrating Ten-Years of Service and Deployment* – Larry Scofield, PE, IGGA & ACPA

10:30 AM - 1:00 PM

Board of Directors Meeting (Lunch provided) - Salon H-F - 3rd Floor

12:00 PM - 1:00 PM

Buffet Luncheon - Salon D-E - 3rd Floor

1:00 PM - 2:30 PM

CPU 5 – Panel Discussion: The Art of Paving: Balancing Material Constraints, Productivity and Smoothness - Gallerie 4-5 - 2nd Floor

Moderator: Chuck Niederriter, President; Golden Triangle Construction Co.



- ◊ What is next for concrete paving construction?... Panelists will provide perspectives and respond to questions on equipment innovations, interactions, directions and the balancing act of smooth and efficient paving. The panel will be selected by special lottery to represent:
 - Paving machine manufacturers
 - Mixing plant manufacturers
 - Material manufacturer/suppliers
 - Contractors
 - Smoothness measurement manufacturers
 - Industry consultants

1:00 PM - 2:30 PM

CPU 6 – Repairs and Overlays - Gallerie 6 - 2nd Floor

Moderator: TBD

- ◇ *Performance Review of Cast-in-Place Rapid-Strength Full-Depth Repairs* – Michael I. Darter, Ph.D., PE, Principal Engineer; Applied Research Associates, Inc. and Professor Emeritus of the University of Illinois
- ◇ *Fiber-Reinforced Overlays* – Armen Amirkhanian, Ph.D., Assistant Professor; University of Alabama
- ◇ *New Methodology for Full-Depth Repair Using Ultra-High-Performance Fiber-Reinforced Concrete (UHP-FRC) Precast Panels for Airfield Rigid Pavement* – Jean Gamarra, MSCE, EIT, Ph.D. Candidate in Civil Engineering (Federal Aviation Administration)

2:30 PM - 3:00 PM

Break - Mardi Gras Foyer

3:00 PM - 4:30 PM

CPU 7 – Pavement Projects and Developments - Gallerie 4-5 - 2nd Floor



Moderator: TBD

- ◇ *Case Study on the Special Fort Lauderdale Runway Keel Reconstruction* – Tim Lewellen, Paving Project Manager; Boh Brothers Construction Co.
- ◇ *What Iowa's Electronic Construction Program Means to Contractors* – Greg Mulder, PE, Executive Director; Iowa Concrete Paving Association
- ◇ *Protocols and Resources for Pavement Surface Concerns (Rain, Mud Balls, Grade Busts & Other Issues)* – Gary Mitchell, P.E., Vice President Airports & Pavement Technology; ACPA
- ◇ *Workforce Development - Transitioning Retiring Military Service Members into Paving & Infrastructure Companies* – Tanya Wattenburg Komar, Ph.D., Founding Director & President/CEO; Concrete Preservation Institute (invited)

CPU 8 – Vision2040 Additional Perspectives - Gallerie 6 - 2nd Floor

Moderator: Dan Rozycki, PE, President, The Transtec Group

- ◇ *How the Future of Asphalt May Influence the Future of Concrete* – Mike Radler, Scientist; Dow Chemical Company (Invited)
- ◇ *The Case for a Dedicated Truck Lane System* – Tyler Ley, Ph.D., PE, Professor and Gilbert, Cooper, W&W Steel Chair; Civil and Environmental Engineering, Oklahoma State University
- ◇ *Perspective on Innovation for the Future of Roadways* – Thomas Harman, Director, Center for Accelerating Innovation; Federal Highway Administration Office of Operations

Thursday Evening - December 5th

The 56th Annual Meeting closes with the gala reception and excellence in paving awards banquet...

5:00 PM - 6:30 PM

Awards Banquet Registration - Mardi Gras Foyer - 3rd Floor

5:00 PM - 6:30 PM

Awards Photo Session - Salon F - 3rd Floor

Opportunity for professional photographs of award-winning teams. Instructions with photo times are sent to team leaders prior to the event.

5:30 PM - 6:15 PM

Awards Gala Reception - Salon D-E - 3rd Floor

This semi-formal gala event provides an opportunity to congratulate award winners, as well as meet old friends and new ones, too. Join us for refreshments as we anticipate the evening's program!

6:15 PM - 9:15 PM

"Excellence in Concrete Paving" Awards Dinner - Carondelet - 3rd Floor

This program is our annual celebration of "award-winning" pavement projects from around the country and the companies responsible for them. We also witness the traditional "passing of the gavel" and recognize the winner of the 2019 Hartmann-Hirschman-Egan Award, our most prestigious recognition of an individual for their dedication, commitment, and service to the industry.

REGISTRATION AND HOTEL INFORMATION

For up-to-date program information, to register for the event, extra activities and to reserve your room at the New Orleans Marriott (a discounted room rate is available through Marriott by registering using our room block code), please visit our event

website: <http://2019meeting.acpa.org/>





COUNCIL COMMUNICATION

CC #: 0462

File #: 0502

Title: District Based Elections - Public Hearing #5
Contact: Sonia Orozco 916-774-5269 sorozco@roseville.ca.us
M. Sheidenberger 916-774-5325 msheidenberger@roseville.ca.us

Meeting Date: 11/20/2019

Item #: 8.1.

RECOMMENDATION TO COUNCIL

Recommend the City Council introduce for first reading an Ordinance establishing a by-district election process in five City Council districts pursuant to California Elections Code Section 10010, adding Chapter 2.06 of Title 2 to the Roseville Municipal Code to provide for City Council by-district elections.

BACKGROUND

On September 4, 2019, the City Council adopted a resolution of intention to transition from at-large to by-district based elections. Pursuant to California Elections Code Section 10010, this is the fifth and final public hearing to receive public input on the adoption of an Ordinance converting to by-district elections.

At the fourth public hearing held on November 6, 2019, the City Council selected Map 117B as the district boundary map. The City Council also decided the order of districts in future elections:

Election Year 2020 - Districts 1, 3, 5

Election Year 2022 - Districts 2, 4

Following the 2020 election in which Vice Mayor Krista Bernasconi will be seated as Mayor, the City Council also approved a procedure to select the future Vice-Mayor and Mayor by self selection of the City Council.

Map 117B was selected as it considered traditional district criteria and considered precinct boundaries in order to avoid as many divisions of census geography as possible. The City Council also considered public testimony and written correspondence relating to communities of interest including potential boundaries identified in the City Council's discussion (such as keeping Sun City in one district and keeping Westpark and Fiddymont Farm Neighborhood Associations in one district).

Following the 2020 decennial census, the City of Roseville will begin the process of

redistricting pursuant to the provisions outlined in Assembly Bill 849, a bill for the fair and inclusive redistricting for municipalities and political subdivisions.

FISCAL IMPACT

There is no fiscal impact associated with this specific public hearing. The overall fiscal impact for conversion to by-district elections is estimated to be between \$35,000.00 to \$50,000.00. Costs include the contract for National Demographics Corporation to assist with drawing boundaries for the voting districts which was approved at the August 21, 2019 Council meeting with a cost not to exceed \$30,750.00. There are also costs for time spent by the City Clerk Department, the City Managers Office, and the City Attorney's Office. Funds are available in the City Manager's Contingency budget.

Should the City Council not implement the transition from an at-large election system to a by-district election system, the fiscal and administrative impacts could result in economic exposure and litigation costs.

ENVIRONMENTAL REVIEW

Based upon the whole of the administrative record before it, the transition from at-large to district-based elections is exempt from environmental review under the California Environmental Quality Act ("CEQA") (Pub. Resources Code, § 21000 et seq.) pursuant to State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.) sections 15061(b)(3), 15320, and 15378(b)(5). Adoption of Ordinance is an organizational and administrative activity of the City, does not have the potential to result in either a direct or reasonably foreseeable indirect physical change in the environment, and is therefore not a project for purposes of CEQA. (State CEQA Guidelines, §§ 15061(b)(3); 15378(b)(5).) In the event adoption of the Ordinance does constitute a project, it is categorically exempt under the Class 20 (Changes in the Organization of Local Governments) categorical exemption. (State CEQA Guidelines, § 15320.) Further, none of the exceptions to the exemptions found in State CEQA Guidelines section 15300.2 apply. If Council adopts the Ordinance, staff will prepare, execute and file with the Placer County Clerk a CEQA Notice of Exemption within five (5) working days of the adoption of the Ordinance.

Respectfully Submitted,

Sonia Orozco, City Clerk

Michelle Sheidenberger, Assistant City Attorney



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance

Districts Map

ORDINANCE NO. ____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADDING
CHAPTER 2.06 OF TITLE 2 OF THE ROSEVILLE MUNICIPAL CODE
REGARDING DISTRICT BASED MUNICIPAL ELECTIONS

WHEREAS, as required by Section 2.02 of the Roseville City Charter, the five (5) members of the City Council of the City of Roseville (“City”) are currently elected in at-large elections, in which each councilmember is elected by the registered voters of the entire City; and

WHEREAS, in response to the potential for litigation regarding alleged non-compliance with the California Voting Rights Act (“CVRA”), the City Council has determined that it is in the best interest of the City to shift from its current at-large election system to a by-district election system; and

WHEREAS, the Court of Appeal for the Second Appellate District concluded that the CVRA and its goal of preventing voter dilution is a matter of statewide concern and, therefore, applies to charter cities (*Jauregui v. City of Palmdale* (2014) 226 Cal.App.4th 781); and

WHEREAS, on September 4, 2019, the City Council adopted Resolution No. 19-377, a resolution declaring the City’s intention to transition from at-large to district-based elections pursuant to California Elections Code Section 10010; and

WHEREAS, California Government Code Section 34886 authorizes the City Council to adopt an ordinance to change its method of election from an at-large system to a by-district system in which each councilmember is elected only by the voters in the district in which the candidate resides without submitting the ordinance to the voters for approval; and

WHEREAS, the plain language of Government Code Section 34886, which permits cities to transition to by-district elections by ordinance, makes no distinction between charter cities and general law cities; and

WHEREAS, the legislative history behind Government Code Section 34886 suggests that the California Legislature intended to permit charter cities to transition to by-district elections by ordinance; and

WHEREAS, in light of the foregoing, a charter city may transition to by-district elections in compliance with the CVRA without submitting the matter to the voters; and

WHEREAS, pursuant to California Government Code Section 34886, it is declared that the purpose of the change in the method of electing members of the City Council of the City of Roseville made by this Ordinance is to implement the guarantees of Section 7 of Article I and of Section 2 of Article II of the California Constitution, as set forth in Sections 14025 through 14032 of the California Elections Code; and

WHEREAS, the City engaged an expert demographic firm to assist the City with the process of analyzing the City's population, developing draft maps, and gathering input from residents on the possible maps; and

WHEREAS, in accordance with Elections Code Section 10010, the City Council held two (2) public hearings to obtain input on any proposed district boundaries on September 18, 2019 and October 2, 2019; and

WHEREAS, on October 16, 2019, the City made twenty-eight (28) maps available on its website for public review; and

WHEREAS, on October 23, 2019 and November 6, 2019, the City Council held two (2) further public hearings at which the public was invited to provide input regarding the content of the draft maps and the sequence of elections; and

WHEREAS, at its November 6, 2019 meeting, the City Council selected Map 117B and provided direction to staff to bring back this Ordinance for the consideration of the City Council; and

WHEREAS, on November 20, 2019, the City Council introduced and waived further reading of this Ordinance; and

WHEREAS, the purpose of this Ordinance is to enact, pursuant to California Government Code Section 34886, an ordinance providing for the election of the members of the City Council of the City of Roseville by-district in five (5) single-member districts.

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Chapter 2.06 of Title 2 of the Roseville Municipal Code is hereby added to read as follows:

Chapter 2.06

MUNICIPAL ELECTIONS

2.06.010 Purpose.

The purpose of this chapter is to enact, pursuant to California Government Code Section 34886, an ordinance providing for the election of the members of the city council of the City of Roseville by-district in five (5) single-member districts. It is also declared that the purpose of the change in the method of electing members of the city council made by this ordinance is to

implement the guarantees of Section 7 of Article I and of Section 2 of Article II of the California Constitution, as set forth in Sections 14025 through 14032 of the California Elections Code.

2.06.020 By-District elections.

A. City Councilmember Districts and District Elections. Pursuant to California Government Code Section 34886, all members of the city council of the City of Roseville shall be elected by-district as that term is defined in Government Code Section 34871, meaning that each of the five (5) councilmembers shall be elected one (1) from each district, by the voters of that district alone. All five (5) councilmembers shall be elected in the electoral districts established by this chapter and as subsequently reapportioned pursuant to state law.

B. District Map. The boundaries of the council districts shall be shown upon the map designated as the “City of Roseville District Map” (referred to herein as the “District Map”), a copy of which shall be placed on file with the city clerk and available for public review. The District Map has been adopted by the council in compliance with applicable law, and is hereby incorporated into this chapter by reference as though it were fully set forth herein. All five (5) councilmembers shall be elected on a by-district basis from the council districts shown and numbered on the District Map.

C. Amendment of District Boundaries. Pursuant to California Elections Code Section 21620 et seq., as it may be amended from time to time, the approval authority shall update the District Map and adjust the boundaries of any or all of the districts following each federal decennial census to ensure that the districts are in compliance with all applicable provisions of law. The approval authority shall be the city council unless the city charter specifies otherwise.

D. District Sequencing and Timing. In November, 2020, and every four (4) years thereafter, the following three (3) city council seats shall be elected by-district: District 1; District 3; and District 5. In November, 2022, and every four (4) years thereafter, the following two (2) city council seats shall be elected by-district: District 2 and District 4. The city council may, by future enactment, change the dates of these elections as required and/or authorized by applicable law.

E. Residency. Any councilmember elected or appointed to represent a district must reside in that district and be a registered voter in that district, and any candidate for city council must reside in, and be a registered voter in, the district in which he or she seeks election at the time nomination papers are issued. Termination of residency in a district by a councilmember elected or appointed to that district seat shall create a vacancy for that city council district unless a substitute residence within the district is immediately declared and established within thirty (30) calendar days after the termination of residency. Vacancies shall be filled in accordance with City Charter Section 3.09.

F. Incumbent City Councilmembers at Time of Adoption. Notwithstanding any other provision of this Section 2.06.020, all councilmembers in office at the time this Chapter 2.06 takes effect shall continue in office until the expiration of the at-large term to which they were elected. In the event a vacancy occurs before the expiration of the term of a councilmember in office at the time this Chapter 2.06 takes effect, a person who is appointed or elected by special election to fill such vacancy may reside anywhere within the corporate boundaries of the city and shall serve only through the remainder of the vacated term.

G. Mayor and Vice-Mayor. As soon as practicable following the certification of the 2020 general election and following every general election thereafter, the city council shall select

a vice-mayor from its membership. The vice-mayor in office at the time this Chapter 2.06 takes effect shall become mayor following the November 2020 general election and shall serve a two (2) year term as mayor. As soon as practicable following the certification of the 2022 general election and following every general election thereafter, the city council shall select a mayor from its membership. The mayor and vice-mayor shall each serve a two (2) year term unless stated otherwise in the city charter. In the event of a vacancy of the mayor or vice-mayor, the remaining council members shall appoint from its membership a replacement for the remaining term.

H. General Principles of Governance. The city council understands the value of at-large governance regardless of the method from which city councilmembers are elected. Governing in the interest of all residents and not just the residents of a single district allows for the continuation of accessible customer service, the most effective use of taxpayer resources, and consistency in city services. Therefore, each councilmember will govern in the interest of the entire community regardless of the district from which they are elected. The city council shall remain united in its service to the community, and understands that customer service is a priority. Any member of the city council may respond to and assist anyone in the community who calls or contacts them regardless of residence in or representation of any particular district. Professional management in a city manager form of government will continue, with all of the best management practices that the city council expects, and supporting resources will be allocated based on expenses and expertise. Current practices regarding invitations to members of the city council to events and activities, and the process with respect to appointments to committees and various bodies will remain in effect, unless and until changed by the city council.

2.06.030 Rules and regulations.

The city elections official may issue rules, regulations, notices, memoranda, or conditions from time to time as the city elections official deems appropriate or necessary, consistent with the provisions of this chapter, the Roseville Municipal Code, the City Charter, and state law.

2.06.040 Severability.

The provisions of this chapter are hereby declared to be severable. If any provision, clause, word, sentence, or paragraph of this chapter or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this chapter.

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:

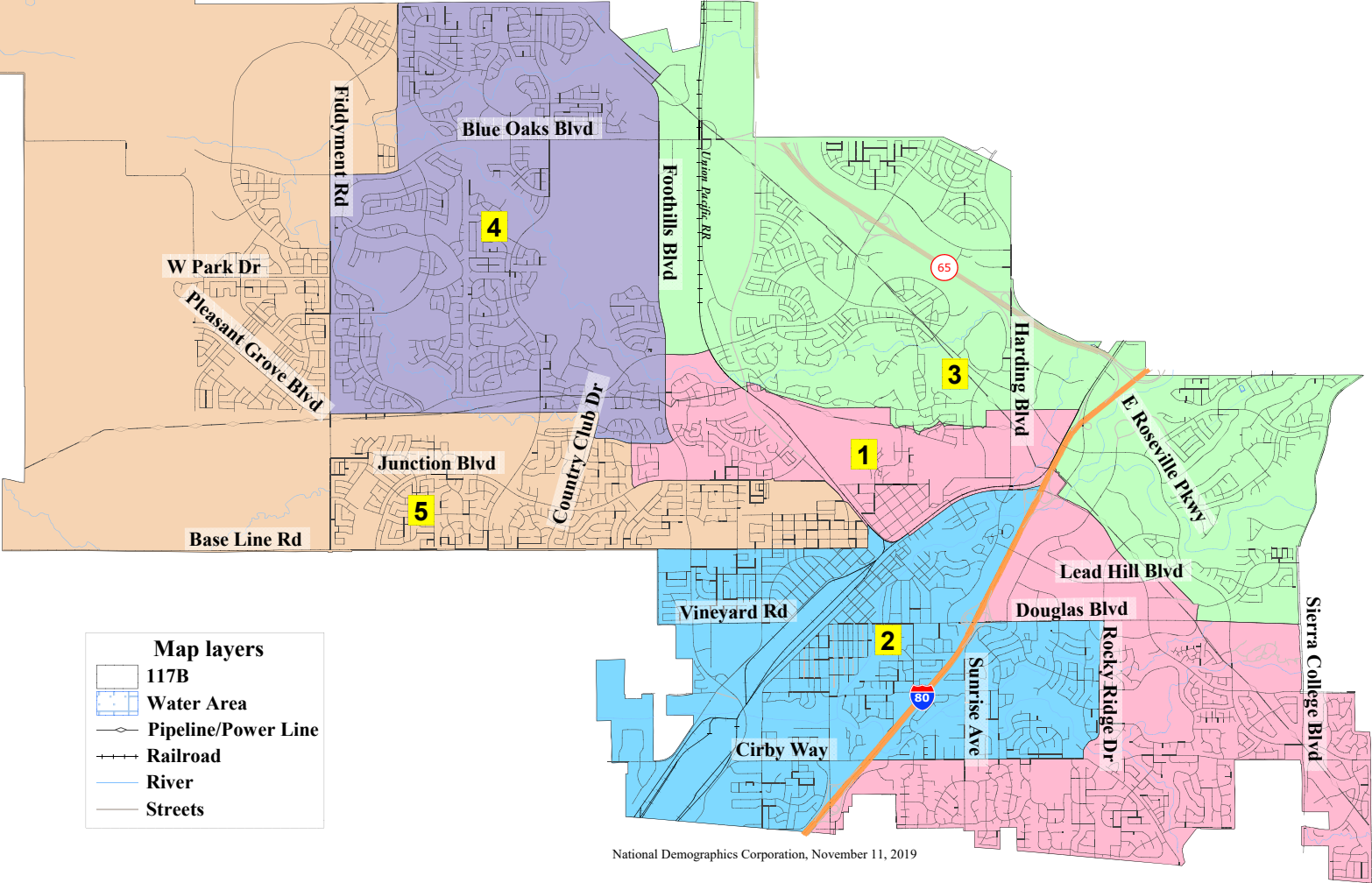
MAYOR

ATTEST:

City Clerk

City of Roseville
2019 Districting

117B





COUNCIL COMMUNICATION

CC #: 0432

File #: 0400-04-18-1

Title: Hewlett-Packard - Development Agreement Amendment

Contact: Kinarik Shallow 916-746-1309 kshallow@roseville.ca.us

Meeting Date: 11/20/2019

Item #: 8.2.

RECOMMENDATION TO COUNCIL

At the September 26, 2019 Planning Commission meeting, the Planning Commission recommended the City Council introduce for first reading an ordinance approving the Eighth Amendment of the Hewlett-Packard Development Agreement for R10 Foothill, LLC.

BACKGROUND

The project site is located at 9000 Foothills Boulevard, within the North Industrial Planning Area (NIPA) of the City. The parcel makes up a portion of the original Hewlett-Packard (HP) Campus, which totals ±500 acres (±450 acres of Light Industrial and ±45 acres of Open Space). The entire HP Campus was originally owned by Hewlett-Packard, but it has since been subdivided and is currently owned by five separate property owners (BBC Roseville, SIF Roseville CA LLC, 8000 Foothills LLC (Strada), R10 Foothill, LLC (Cokeva) and Quality Investment Properties (QIP)). The subject property (Parcel 2) is owned by Cokeva and consists of one lot totaling approximately 57 acres.

Development of the HP Campus was anticipated with the HP Master Plan approved in June 1996. The original HP Campus property was governed by a Development Agreement (DA) (1996 and 1st Amendment in 2001) that included the vested development capacities (e.g. intensity thresholds) identified in the HP Master Plan and rights and obligations for the entire property. With the sale of the HP Campus properties, private "side-agreements" divided the vested development capacities between the individual properties. A detailed history and background of the HP Campus and HP DA amendments is provided in the attached Planning Commission staff report (Attachment 1).

The purpose of this request (8th DAA) is to formalize the development capacities and clarify obligations specific to the Cokeva property, similar to previous amendments for HP, BBC Roseville, and QIP. Development of the Cokeva property is not being proposed at this time. Items that are not addressed in this amendment are subject to the terms of the original DA and the 1st Amendment. The key elements addressed in the proposed 8th DAA include:

- Extends the term of the agreement to December 31, 2049, for an additional 30 years;
- Acknowledges R10 Foothill, LLC (Cokeva) as the property owner of Parcel 2;
- Vests the development capacities for Parcel 2;
- Identifies existing sewer lines within Painted Desert Drive and Woodcreek Oaks Boulevard

are designed to provide sewer infrastructure to the existing and future development of Parcel 2;

- Deletes references to detention basins that are not on the Cokeva property;
- States that the Landowner has no further obligations for improvements to Blue Oaks Boulevard; and
- Protects the City from any legal action by Cokeva.

Summary of Planning Commission Meeting

The project was heard by the City's Planning Commission on September 26, 2019. No public comments were received at the public hearing nor were any questions or concerns raised by the Planning Commission. The Planning Commission voted to recommend approval of this project with a vote of 5 aye, 0 nay, and 2 absent.

FISCAL IMPACT

The 8th Amendment to the HP Development Agreement will not result in a fiscal impact to the City. The DA does not include additional obligations or exactions; it simply clarifies the previously identified obligations for Cokeva. The fiscal impact from development of the Cokeva property was previously evaluated with the HP Master Plan, the original HP DA (1996) and the 1st Amendment to the HP DA (2001).

ENVIRONMENTAL REVIEW

This project is exempt from the provisions of the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061(b)(3) (General Rule) and Section 302 of the City of Roseville CEQA Implementing Procedures. The Planning Manager has determined that this project is substantially consistent with the previously certified Hewlett-Packard Master Plan EIR, certified by the City Council on June 5, 1996 (SCH# 95112022), and that the 8th Amendment to the Development Agreement (DA) does not result in any physical changes to the environment or changes to environmental impacts previously considered in connection with the approval of the existing DA. As such, no additional environmental documentation is required.

Respectfully Submitted,

Kinarik Shallow, Associate Planner

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Attachment 1 Planning Commission Staff Report

Ordinance

Eighth Amendment to the Hewlett-Packard DA



**PLANNING DIVISION STAFF REPORT
PLANNING COMMISSION MEETING**

September 26, 2019

Prepared by: Kinarik Shallow, Associate Planner

ITEM 5.2: Development Agreement Amendment – 9000 Foothills Boulevard – NIPA PCL 47A – Cokeva Development Agreement Amendment – File # PL19-0152

REQUEST

The applicant requests approval of a Development Agreement Amendment (DAA) between the City of Roseville and R10 Foothill, LLC relative to the Hewlett-Packard Master Plan for Parcel 2 to vest development rights, clarify development obligations, and extend the term of the agreement. This DAA will be the 8th amendment to the Hewlett-Packard Development Agreement.

Applicant – Hilary Brown, Ubora Engineering & Planning, Inc.
Property Owner – Ann Nguyen, R10 Foothill, LLC

SUMMARY RECOMMENDATION

The Planning Division recommends that the Planning Commission take the following action:

- A. Recommend that the City Council approve the Development Agreement Amendment for R10 Foothill, LLC (Eighth Amendment).

SUMMARY OF OUTSTANDING ISSUES

There are no outstanding issues associated with this request.

BACKGROUND

The project site is located at 9000 Foothills Boulevard, within the North Industrial Planning Area (NIPA) of the City (see Figure 1). The parcel makes up a portion of the original Hewlett-Packard (HP) Campus, which consists of ±500 acres of Light Industrial (±450 acres) and Open Space (±45 acres) land uses. The entire HP Campus was originally owned by Hewlett-Packard, but it has since been subdivided and is currently owned by five separate property owners (BBC Roseville, SIF Roseville CA LLC, 8000 Foothills LLC (Strada), R10 Foothill, LLC (Cokeva) and Quality Investment Properties (QIP)). The subject property (Parcel 2) is owned by Cokeva and consists of one lot totaling approximately 57 acres. The property has a zoning designation of Light Industrial/Special Area (M1/SA) and a land use designation of Light Industrial (LI), and is currently developed with a ±316,000-square-foot building with associated parking and landscaping. The site is

Figure 1: Project Location (bordered in red)



adjacent to the QIP property to the north, the Campus Oaks Master Plan to the west, Foothills Boulevard to the east, and Roseville Parkway to the south.

Development of the HP Campus was anticipated with the HP Master Plan approved in June 1996. The HP Master Plan identified land uses, permitted uses, and infrastructure demands based on the permitted development thresholds for the campus. The original HP Campus property was also governed by a Development Agreement (DA) (1996 and 1st Amendment in 2001) that included the vested development capacities (e.g. intensity thresholds) identified in the HP Master Plan and rights and obligations for the entire property. With the sale of the HP Campus properties, private “side-agreements” divided the vested development capacities between the individual properties. In 2015, the HP and Campus Oaks properties amended the original HP DA (2nd Amendment; File #PL14-0374) to recognize the subdivision of the HP Campus and divest the two properties from the original DA. At the same time, HP (3rd Amendment) and BBC Roseville (4th Amendment) each processed individual DAAs to address specific development rights and obligations for their properties (File #PL14-0373). With the 3rd and 4th DAAs, the City formalized the individual development capacities for the BBC Roseville and HP properties. In 2016, BBC Roseville processed the 5th Amendment (File #PL16-0153) for the purpose of changing the 4th DAA to address obligations associated with land use modifications. In 2017, QIP processed the 6th Amendment (File #PL16-0443) to memorialize specific development rights and obligations for the QIP property. Lastly, in 2018, BBC Roseville (7th Amendment) processed a DAA to reflect the land use changes for a portion of the Campus Oaks property referred to as the “Campus Oaks Town Center” (File #PL18-0080).

The current request (8th DAA) will formalize the development capacities and clarify obligations specific to the Cokeva property, similar to previous amendments for HP, BBC Roseville, and QIP. The DAA is provided as Exhibit A. Development of the property is not being proposed at this time. The project request initially included a Tentative Subdivision Map to subdivide the existing parcel into six (6) lots. However, the applicant has indicated a different parcel configuration is being evaluated and requested the map application be processed at a later date. As such, the map will be processed administratively separate from the DAA.

EVALUATION

Section 19.84.040 of the City of Roseville Zoning Ordinance specifies that recommendations for approval or denial of a Development Agreement (DA), including Amendments, shall include consideration of the following:

- 1. Consistency with the objectives, policies, general land uses and programs specified in the General Plan and the Hewlett Packard Roseville Campus Master Plan;***
- 2. Consistency with the provisions of the City of Roseville Zoning Ordinance;***
- 3. Conformity with the public health, safety and general welfare;***
- 4. The effect on the orderly development of the property or the preservation of property values; and***
- 5. Whether the provisions of the Agreement shall provide sufficient benefit to the City to justify entering into the Agreement.***

As mentioned in the background section, the City entered into a Development Agreement with Hewlett Packard in 1996 to guide development of the entire site as a single owner and operator. Since then the original campus has been subdivided and has multiple property owners. In an effort to recognize these individual development interests, property owner specific amendments to the HP DA have been processed. The DAAs define development capacities for the participating properties consistent with the approved Master Plan. These allocations are reflective of existing private side agreements that were transferred with the individual parcels. If approved, this DAA will allow Cokeva to develop independently

of the other parcels within the Master Plan, provided any development shall not alter or negatively impact any of the rights of the other property owners. Approval of this DAA will also allow Cokeva to have their individual development rights defined. This will allow Cokeva better flexibility when developing or expanding their site in the future. Items that are not addressed in this amendment are subject to the terms of the original DA and the 1st Amendment. The key elements addressed in the proposed DAA include:

- **Extension of Term** – The term of the agreement is extended to December 31, 2049, for an additional 30 years.
- **Independent Ownership** – Acknowledges R10 Foothill, LLC (Cokeva) as the property owner of Parcel 2 and allows Cokeva to process agreements/amendments on their parcels without approval of other HP Campus property owners, as long as the modifications do not negatively affect or impose obligations on other parcels.
- **Vested Entitlements** – Identifies the intensity thresholds for Water, Sewer, Electric, and Traffic for the Cokeva property, as identified in Table 1 below:

Table 1: Cokeva Development Capacities

Property	Acreage	Gross Sq. Ft.	Average Floor to Area Ratio (FAR)	Water (Max Daily Demand)	Sewer (Max Daily Flow)	Electric (Peak Annual Demand) ¹	Traffic (PM Peak Hour Trips)
R10 Foothill (Parcel 2)	57.3	600,000	0.24	0.23 mgd (million of gallons/day)	0.16 mgd	4.04 MW (Megawatts)	684

1. Electric Demand is based on gross square foot allocations. Actual demand may increase with infrastructure improvements.

- **Sewer Improvements** – Revised to state that the existing sewer lines within Painted Desert Drive and Woodcreek Oaks Boulevard are designed to provide sewer infrastructure to the existing and future development of Parcel 2 and Parcel 3, and the Landowner has no obligations to construct an additional sewer line along Blue Oaks Boulevard.
- **Detention Basins** – Deletion of references to detention basins that are not on the Cokeva property and are therefore not applicable.
- **Blue Oaks Boulevard** – Revised to state that the Landowner has no further obligations for improvements to Blue Oaks Boulevard.
- **Legal Action** – Landowner waives all claims for monetary damages against the City and agrees to hold the City harmless from any liability.

The DAA acknowledges R10 Foothill, LLC (Cokeva) as the property owner of Parcel 2. The DAA does not amend any previous development obligations. The amendment does not alter the original total allocated development capacities for the HP Campus, it simply assigns an allocation directly to Parcel 2. As with the previous BBC Roseville and HP DAAs, the assignment of allocated capacity is based on individual private “side-agreements” that were entered into at the sale of the individual properties. These allocations are consistent with the original DA and HP Master Plan. In summary, City staff has found the proposed DAA to be consistent with the HP Master Plan and with the City’s Zoning Ordinance. The DAA is in conformance with the public health, safety, and welfare, and will not adversely affect the orderly development of the property or the preservation of property values. Therefore, the proposed DAA is consistent with items 1-5 above.

PUBLIC OUTREACH

The proposed project was distributed to all internal and external agencies and departments who have requested such notice, and all comments or recommended conditions of approval have been incorporated into the project, as appropriate. A notice of the public hearing was published on September 13, 2019 and a notice of the hearing was also distributed to all property owners within 300 feet of the site, and to the Roseville Coalition of Neighborhood Associations. To date, no comments have been received.

ENVIRONMENTAL DETERMINATION

This project is exempt from the provisions of the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061(b)(3) (General Rule) and Section 305 of the City of Roseville CEQA Implementing Procedures. The Planning Manager has determined that this project is substantially consistent with the previously certified Hewlett-Packard Master Plan EIR, certified by the City Council on June 5, 1996 (SCH# 95112022), and that the 8th Amendment to the Development Agreement (DA) does not result in any physical changes to the environment or changes to environmental impacts previously considered in connection with the approval of the existing DA. As such, no additional environmental documentation is required.

RECOMMENDATION

The Planning Division recommends the Planning Commission take the following action:

- A. Recommend that the City Council approve the **DEVELOPMENT AGREEMENT AMENDMENT – 9000 FOOTHILLS BOULEVARD – NIPA PCLA 47A – COKEVA DEVELOPMENT AGREEMENT AMENDMENT – FILE #PL19-0152.**

EXHIBIT

- A. Eight (8th) Amendment to the Hewlett-Packard Development Agreement for Parcel 2 between the City of Roseville and R10 Foothill, LLC

Note to Applicant and/or Developer: Please contact 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.

ORDINANCE NO.

ADOPTING AN EIGHTH AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND R10 FOOTHILL, LLC RELATIVE TO THE HEWLETT-PACKARD ROSEVILLE MASTER PLAN FOR PARCEL 2 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 an Eighth Amendment of the Development Agreement by and between the City of Roseville and R10 Foothill, LLC relative to the Hewlett-Packard Roseville Master Plan for Parcel 2.

SECTION 2. On June 5, 1996, the City Council, in Resolution 96-204 certified as adequate and complete, the Final EIR (the "Plan EIR") for the Hewlett-Packard Roseville Master Plan (the "Master Plan"). Feasible mitigation measures were identified in the Plan EIR and were adopted and incorporated into the Master Plan and made terms and conditions of the existing Development Agreement. On August 5, 2015, the City Council adopted an Addendum to the Plan EIR (the "Addendum"). On August 17, 2016, the City Council adopted a second Addendum to the Plan EIR (the "2nd Addendum"). On November 20, 2019, the City Council found, based on substantial evidence, that this Eighth Amendment of the Development Agreement:

- Is not being entered into in connection with development of any property;
- Does not alter the original total allocated development capacities for the Hewlett-Packard Campus but merely assigns an allocation directly to R10 Foothill, LLC;
- Clarifies, but does not impose, development obligations specific to the property subject to the Development Agreement;
- Is consistent with the original Development Agreement, the subsequent Development Agreement amendments and the Master Plan; and
- Does not result in any changes to the entitlements that would result in any physical changes to the environment or changes to environmental impacts from those previously considered in connection with the approval of the existing Development Agreement.

Accordingly, the Eighth Amendment of the Development Agreement is exempt from environmental review pursuant to Section 15061(b)(3) (General Rule) of the California Environmental Quality Act (CEQA) and Section 302 of the City of Roseville CEQA Implementing Procedures because there is no possibility that approval of this agreement will have a significant effect on the environment.

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Eighth Amendment to Development Agreement, and makes the following findings:

1. The Eighth Amendment to the Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the Hewlett-Packard Campus Oaks Master Plan Amendment for the Campus Oaks Property;

2. The Eighth Amendment to the Development Agreement is consistent with the City of Roseville Zoning Ordinance;
3. The Eighth Amendment to the Development Agreement is in conformance with the public health, safety and welfare;
4. The Eighth Amendment to the Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
5. The provisions of the Eighth Amendment to the Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment.

SECTION 4. The Eighth Amendment to Development Agreement, by and between the City of Roseville and R10 Foothill, LLC, a copy of which is on file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 5. The City Clerk is directed to record the executed Development Agreement Amendment within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's Office of the County of Placer.

SECTION 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 7. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



**PLANNING DIVISION STAFF REPORT
PLANNING COMMISSION MEETING**

September 26, 2019

Prepared by: Kinarik Shallow, Associate Planner

ITEM 5.2: Development Agreement Amendment – 9000 Foothills Boulevard – NIPA PCL 47A – Cokeva Development Agreement Amendment – File # PL19-0152

REQUEST

The applicant requests approval of a Development Agreement Amendment (DAA) between the City of Roseville and R10 Foothill, LLC relative to the Hewlett-Packard Master Plan for Parcel 2 to vest development rights, clarify development obligations, and extend the term of the agreement. This DAA will be the 8th amendment to the Hewlett-Packard Development Agreement.

Applicant – Hilary Brown, Ubora Engineering & Planning, Inc.
Property Owner – Ann Nguyen, R10 Foothill, LLC

SUMMARY RECOMMENDATION

The Planning Division recommends that the Planning Commission take the following action:

- A. Recommend that the City Council approve the Development Agreement Amendment for R10 Foothill, LLC (Eighth Amendment).

SUMMARY OF OUTSTANDING ISSUES

There are no outstanding issues associated with this request.

BACKGROUND

The project site is located at 9000 Foothills Boulevard, within the North Industrial Planning Area (NIPA) of the City (see Figure 1). The parcel makes up a portion of the original Hewlett-Packard (HP) Campus, which consists of ±500 acres of Light Industrial (±450 acres) and Open Space (±45 acres) land uses. The entire HP Campus was originally owned by Hewlett-Packard, but it has since been subdivided and is currently owned by five separate property owners (BBC Roseville, SIF Roseville CA LLC, 8000 Foothills LLC (Strada), R10 Foothill, LLC (Cokeva) and Quality Investment Properties (QIP)). The subject property (Parcel 2) is owned by Cokeva and consists of one lot totaling approximately 57 acres. The property has a zoning designation of Light Industrial/Special Area (M1/SA) and a land use designation of Light Industrial (LI), and is currently developed with a ±316,000-square-foot building with associated parking and landscaping. The site is

Figure 1: Project Location (bordered in red)



of the other parcels within the Master Plan, provided any development shall not alter or negatively impact any of the rights of the other property owners. Approval of this DAA will also allow Cokeva to have their individual development rights defined. This will allow Cokeva better flexibility when developing or expanding their site in the future. Items that are not addressed in this amendment are subject to the terms of the original DA and the 1st Amendment. The key elements addressed in the proposed DAA include:

- **Extension of Term** – The term of the agreement is extended to December 31, 2049, for an additional 30 years.
- **Independent Ownership** – Acknowledges R10 Foothill, LLC (Cokeva) as the property owner of Parcel 2 and allows Cokeva to process agreements/amendments on their parcels without approval of other HP Campus property owners, as long as the modifications do not negatively affect or impose obligations on other parcels.
- **Vested Entitlements** – Identifies the intensity thresholds for Water, Sewer, Electric, and Traffic for the Cokeva property, as identified in Table 1 below:

Table 1: Cokeva Development Capacities

Property	Acreage	Gross Sq. Ft.	Average Floor to Area Ratio (FAR)	Water (Max Daily Demand)	Sewer (Max Daily Flow)	Electric (Peak Annual Demand) ¹	Traffic (PM Peak Hour Trips)
R10 Foothill (Parcel 2)	57.3	600,000	0.24	0.23 mgd (million of gallons/day)	0.16 mgd	4.04 MW (Megawatts)	684

1. *Electric Demand is based on gross square foot allocations. Actual demand may increase with infrastructure improvements.*

- **Sewer Improvements** – Revised to state that the existing sewer lines within Painted Desert Drive and Woodcreek Oaks Boulevard are designed to provide sewer infrastructure to the existing and future development of Parcel 2 and Parcel 3, and the Landowner has no obligations to construct an additional sewer line along Blue Oaks Boulevard.
- **Detention Basins** – Deletion of references to detention basins that are not on the Cokeva property and are therefore not applicable.
- **Blue Oaks Boulevard** – Revised to state that the Landowner has no further obligations for improvements to Blue Oaks Boulevard.
- **Legal Action** – Landowner waives all claims for monetary damages against the City and agrees to hold the City harmless from any liability.

The DAA acknowledges R10 Foothill, LLC (Cokeva) as the property owner of Parcel 2. The DAA does not amend any previous development obligations. The amendment does not alter the original total allocated development capacities for the HP Campus, it simply assigns an allocation directly to Parcel 2. As with the previous BBC Roseville and HP DAAs, the assignment of allocated capacity is based on individual private “side-agreements” that were entered into at the sale of the individual properties. These allocations are consistent with the original DA and HP Master Plan. In summary, City staff has found the proposed DAA to be consistent with the HP Master Plan and with the City’s Zoning Ordinance. The DAA is in conformance with the public health, safety, and welfare, and will not adversely affect the orderly development of the property or the preservation of property values. Therefore, the proposed DAA is consistent with items 1-5 above.

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerk
City of Roseville
311 Vernon Street
Roseville, CA 95678

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

EIGHTH AMENDMENT OF THE
DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF ROSEVILLE AND R10 FOOTHILL, LLC RELATIVE TO THE
ROSEVILLE MASTER PLAN FOR PARCEL 2

THIS EIGHTH AMENDMENT OF THE DEVELOPMENT AGREEMENT FOR
PARCEL 2 (the "Eighth Amendment") is entered into this ____ day of _____,
2019, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and R10
FOOTHILL, LLC, a California limited liability company ("LANDOWNER"), pursuant to the
authority of Sections 65864 through 65869.5 of the Government Code of California.

WITNESSETH:

A. Property (Parcel 2). The subject of this Eighth Amendment is the development
of a portion of the overall Master Plan property known as Parcel 2. Parcel 2 consists of
approximately 57.3 acres and is described in Revised Exhibit A and depicted in Revised Exhibit
A-1 attached hereto. LANDOWNER hereby represents that, as to Parcel 2, LANDOWNER
owns such Property in fee and that all other persons holding legal or equitable interests in such
Parcel shall be bound by this Eighth Amendment. As to this Eighth Amendment, "Property"
shall mean Parcel 2 as described above.

B. Development Agreement. On August 1, 1996, the CITY and Hewlett-Packard
entered into that certain agreement entitled "Development Agreement By and Between The City
of Roseville and Hewlett-Packard Company Relative to the Roseville Master Plan" (the
"Original Development Agreement"). The Original Development Agreement was recorded in
the Official Records of Placer County on August 16, 1996, as Instrument No. 96-0047544 and
re-recorded on March 25, 1998 as Instrument No. 98-0019739.

C. First Amendment of Development Agreement. On May 23, 2001, the CITY and
Hewlett-Packard entered into that certain agreement entitled "First Amendment of Development
Agreement By and Between The City of Roseville and Hewlett-Packard Relative to the
Roseville Master Plan" ("First Amendment"). The First Amendment was recorded in the Official

Records of Placer County on June 7, 2001, as Instrument No. 2001-0056191. The Original Development Agreement, as amended by the First Amendment, shall be referred to herein as the "Development Agreement." Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement unless otherwise provided herein. All references to "Section" herein, unless otherwise noted, shall mean and refer to the corresponding Section of the Development Agreement.

D. Subdivision of Hewlett-Packard Property. Hewlett-Packard subdivided the Master Plan Property into four Parcels. Subsequent to that time, Hewlett-Packard transferred and/or sold parcels to other landowners. Other landowners with legal interest in the existing Development Agreement are as follows: Hewlett-Packard owns "Parcel 1;" Quality Investment Properties Roseville, LLC owns "Parcel 3;" and BBC Roseville Oaks, LLC, owns the majority of "Parcel 4."

E. Campus Oaks Master Plan. On August 5, 2015, the CITY approved the Hewlett-Packard Campus Oaks Master Plan Amendment that amended the Master Plan for Parcel 1 and Parcel 4. The Hewlett-Packard Campus Oaks Master Plan Amendment does not apply to Parcel 2.

F. Second Amendment of Development Agreement for Parcel 1 and 4. On August 19, 2015, the CITY approved entering into a Second Amendment to the Development Agreement for Parcel 1 and Parcel 4 with Hewlett-Packard and BBC Roseville Oaks LLC. The Second Amendment is not applicable to Parcel 2.

G. Third Amendment of Development Agreement for Parcel 1. On August 19, 2015, the CITY approved entering into a Third Amendment to the Development Agreement for Parcel 1 with Hewlett-Packard. The Third Amendment is not applicable to Parcel 2.

H. Fourth Amendment of Development Agreement for Parcel 4. On August 19, 2015, the CITY approved entering into a Fourth Amendment to the Development Agreement for Parcel 4 with BBC Roseville Oaks, LLC. The Fourth Amendment is not applicable to Parcel 2.

I. Fifth Amendment of Development Agreement for Parcel 4. On September 7, 2016, the CITY approved entering into a Fifth Amendment to the Development Agreement for Parcel 4 with BBC Roseville Oaks, LLC. The Fifth Amendment is not applicable to Parcel 2.

J. Sixth Amendment of Development Agreement for Parcel 3. On May 18, 2017, the CITY approved entering into a Sixth Amendment to Development Agreement for Parcel 3 with Quality Investment Properties Roseville, LLC. The Sixth Amendment is not applicable to Parcel 2.

K. Seventh Amendment of Development Agreement for Parcel 4. On January 18, 2019, the CITY approved entering into a Seventh Amendment to Development Agreement for Parcel 4 with BBC Roseville Oaks, LLC. The Seventh Amendment is not applicable to Parcel 2.

L. Purpose of Eighth Amendment. LANDOWNER and CITY desire to amend the Development Agreement to facilitate the development of the Property by clearly establishing and confirming the existing vested entitlements under the Development Agreement allocated to Parcel 2. This Agreement amends and restates the specific vested rights pertaining to Parcel 2. This Eighth Amendment is not applicable to Parcels 1, 3, and 4. LANDOWNER and CITY also desire to extend the term of the Development Agreement, all in substantial conformance with the intent and basic provisions of the Hewlett-Packard Roseville Master Plan, as adopted by Resolution No. 96-203, amended by Resolution No. 01-97.

M. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, et seq., of the Government Code (the "Development Agreement Statute"), which authorizes the City of Roseville and an applicant for a development project to enter into a development agreement establishing certain development rights in and obligations with respect to Parcel 2 which is the subject of the development project application. In addition to this statutory authorization, Section 1.4 of the Development Agreement allows for the amendment of said Development Agreement.

N. Planning Commission Hearing. On June 26, 1996, the City Planning Commission, designated by Roseville Ordinance No. 3014 as the planning agency for purposes of development agreement review pursuant to Government Code Section 65867, in a duly noticed public hearing, considered this Eighth Amendment to the Development Agreement and recommended that the City Council approve this Eighth Amendment.

O. Environmental Review. On June 5, 1996, the City Council, in Resolution 96-204 certified as adequate and complete, the Final EIR (the "Plan EIR") for the Hewlett-Packard Roseville Master Plan (the "Master Plan"). Feasible mitigation measures were identified in the Plan EIR and were adopted and incorporated into the Master Plan and made terms and conditions of the existing Development Agreement. On August 5, 2015, the City Council adopted an Addendum to the Plan EIR (the "Addendum"). On August 17, 2016, the City Council adopted a second Addendum to the Plan EIR (the "2nd Addendum"). On _____, the City Council, in Ordinance _____ found, based on substantial evidence, that this Eighth Amendment of the Development Agreement does not result in any changes to the Entitlements that would result in any physical changes to the environment or changes to environmental impacts from those previously considered in connection with the approval of the Original Development Agreement through the Seventh Amendment; therefore, no further environmental review relating to the adoption of this Eighth Amendment is required.

P. Development Agreement Ordinance. CITY and LANDOWNER have taken all actions mandated by and fulfilled all requirements set forth in the Development Agreement Ordinance of the City of Roseville, Chapter 19.84 of the Roseville Municipal Code. This Agreement, to the extent it amends and affects the terms of the Development Agreement for Parcel 2, is consistent with and authorized by the amendment provisions of Section 1.4 of the Development Agreement.

Q. Consistency with General Plan and Master Plan. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, CITY finds

and declares that this Agreement is consistent with the General Plan of the City of Roseville and with the Master Plan. In particular, the CITY finds that all amendments herein related to the implementation of the Master Plan, including the allocation of Intensity Thresholds are consistent with the intent and basic provisions of the Master Plan.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Amendment of Development Agreement. The following sections of the Development Agreement are hereby amended with respect to development of Parcel 2 as follows:

A. Revised Recitals (Property). The description of the "Property" which is the subject of the Eighth Amendment of the Development Agreement is hereby acknowledged to refer to Parcel 2 as depicted in Revised Exhibit A-1 attached to this Eighth Amendment.

B. Extended Term. For purposes of Section 1.3, CITY and LANDOWNER hereby agree to extend the term of the Development Agreement to and through December 31, 2049, unless the Development Agreement is terminated, modified or extended by circumstances set forth in the Development Agreement, as amended, or by mutual consent of the parties hereto.

C. Revised Section 1.4 (Subsequent Amendments, New Development Agreements and/or Master Plan Amendments). Section 1.4 is hereby revised in its entirety to read as follows:

“1.4 Subsequent Amendments, New Development Agreements and/or Master Plan Amendments. This Agreement and /or the Master Plan may be replaced and/or amended from time to time as to Parcel 2, or any such parcel or as to any portion thereof, by mutual consent of CITY and a Landowner, including any successor owner of any portion of Parcel 2 subject of such amendment, in accordance with the provisions of the Development Agreement Statute and City Ordinance and as provided for herein. If the proposed amendment or new agreement affects less than all of Parcel 2, then such amendment or new agreement need only be approved by the owner(s) in fee of the portion of such Parcel that is subject to or affected by such amendment or new agreement subject to provisions of this Agreement.

“LANDOWNER may seek to amend this Agreement or adopt a new development agreement for the parcel owned thereby, including changes to the allowable land uses and other terms and provisions of the Master Plan vested hereby applicable to the development and use of such parcel, or any portion thereof, independent of and without the consent of the other Landowners subject to the Development Agreement. LANDOWNER, at its discretion may seek as part of any such amendment or new agreement to amend the Master Plan as applied to the parcel owned thereby or to create its own separate plan for development of its parcel, or any portion thereof, independent of and in place of the Master Plan. However, CITY hereby agrees that any such amendment or new agreement and/or amendment to the Master Plan by a Landowner with respect to the parcel owned thereby shall:

1. Not negatively affect or reduce the development rights allocated to and vested in the Development Agreement for any other Parcel, or any portion thereof, granted pursuant to the Development Agreement, as amended by the Second through Seventh Amendments and this Eighth Amendment, unless otherwise agreed to in writing by the Landowner of the other parcel or property whose allocated development rights are proposed to be affected or reduced thereby pursuant to a corresponding, concurrently approved amendment or new agreement and/or amendment to the Master Plan for such other affected parcel or property; and
2. Not impose any new obligations or conditions upon development of any other Parcel subject to the Development Agreement, or any portion thereof, to mitigate any impacts associated with the amendment, new agreement and/or amendment to the Master Plan for the parcel that is the subject of such amendment, or portion thereof, which impacts shall be fully addressed and/or mitigated through the terms of the amendment, new agreement and/or amendment of the Master Plan applicable to the amending parcel, or the amending portion thereof.”

D. Revised Section 2.2 (Vested Entitlements). Section 2.2 is hereby revised in its entirety to read as follows:

“2.2 Vested Entitlements. Subject to the provisions and conditions of this Agreement, CITY agrees that CITY is granting and grants herewith, a fully vested entitlement and right to develop Parcel 2 in accordance with the terms and conditions of this Agreement and the Entitlements. CITY acknowledges that the Entitlements include the following land uses for Parcel 2:

Light Industrial: 57.3 acres

as depicted in Exhibit B. Such uses shall be developed in accordance with the Entitlements, as such Entitlements provide on the effective date of this Agreement, or as they may provide from time-to-time by amendment of the Master Plan by LANDOWNER as provided for herein. LANDOWNER’s vested right to proceed with development of Parcel 2 shall be subject to the Intensity Thresholds defined in this section below. Such vested rights are also subject to subsequent approvals as defined and as provided for in the Master Plan, provided that any conditions, terms, restrictions, and requirements for such subsequent approvals shall not prevent development of Parcel 2 for the uses and density and intensity of development or rate of timing of development set forth in this Agreement so long as the limitations set forth in the Intensity Thresholds have not been reached for Parcel 2 as described below and further provided that LANDOWNER is not in default under this Agreement.

“For purposes of this Eighth Amendment and development of Parcel 2 pursuant to the Master Plan and all other entitlements that exist at the time this Agreement is

executed, the CITY and LANDOWNER hereby agree that the Intensity Thresholds for uses described for Parcel 2 in the Master Plan are allocated to Parcel 2 as follows:

<u>Property</u>	<u>Acreage</u>	<u>Gross Sq. Ft.</u>	<u>Average FAR</u>	<u>Water</u> <i>(Max Daily Demand)</i>	<u>Sewer</u> <i>(Max Daily Flow)</i>	<u>Electric</u> <i>(Peak Annual Demand)¹</i>	<u>Traffic</u> <i>(PM Peak Hour Trips)</i>
R10/Parcel 2	57.3 Light Industrial	600,000	0.24	.23 mgd	.16 mgd	4.04 MW	684

1. Electric Demand is based on gross square foot allocations. Actual demand may increase with infrastructure improvements.

“As a result of these allocations of Intensity Thresholds to Parcel 2, the CITY acknowledges and agrees that the development rights allocated to and vested for such Parcel pursuant to this Section 2.2, shall not be affected or reduced by any action taken by the CITY. The CITY reserves the right to review each subsequent entitlement application for development of Parcel 2 to ensure that the thresholds are not exceeded in the future without appropriate mitigation by the owner of such Parcel and to ensure that the proposed development meets all other applicable design guidelines. So long as the development of the Parcel is consistent with the vested development rights allocated thereto under this Development Agreement, the obligations associated with that development shall be limited to the payment of all fees associated with such development and the installation of roadway and utility improvements described in the terms of this Development Agreement and the Master Plan.”

E. Revised Section 3.6.2 (Sewer Improvements). For purposes of Section 3.6.2 of the Development Agreement, CITY hereby agrees that the existing sewer line within Painted Desert Drive constructed by BBC Roseville Oaks is designed to sewer the existing and future development of Parcel 2 and Parcel 3 consistent with the vested Entitlements to connect to the existing sewer lines in Woodcreek Oaks Boulevard in place of the 12” sewer line along Blue Oaks Boulevard. LANDOWNER shall have no obligation or right to construct the additional 12” sewer line along Blue Oaks Boulevard to sewer development of the Property. LANDOWNER and CITY hereby agree that except to the extent clarified herein, all other terms and provisions of Section 3.6.2 shall remain in full force and effect.”

F. Revised Section 3.4.4 (Detention Basins). All references within Section 3.4.4 to the “Northern Detention Basin” and the “Undeveloped Northern Watershed” are hereby deleted.

G. Revised Section 3.8.1 (Blue Oaks Boulevard). Section 3.8.1 is hereby revised in its entirety to read as follows:

“3.8.1. Blue Oaks Boulevard. LANDOWNER has no further obligations for improvements to Blue Oaks Boulevard.”

H. Revised Section 5.4 (Legal Action). Section 5.4 is hereby revised in its entirety to read as follows:

“5.4 Legal Action. In addition to any other rights or remedies, any party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation. Provided, however, that LANDOWNER, its successors and assigns hereby waive any and all claims for monetary damages against CITY arising out of this Agreement at any time. All legal actions shall be initiated in the Superior Court of the County of Placer, State of California, or the Federal District Court in the Eastern District of California.”

I. Revised Section 6 (Hold Harmless). Section 6 is hereby revised in its entirety to read as follows:

“ 6.0 Hold Harmless. LANDOWNER and its heirs, successors-in-interest and assigns, hereby agrees to, and shall defend and hold CITY, and its elective and appointive boards, commissions, officers, agents, employees, and volunteers harmless from any liability for damage or claims of damage for personal injury, or bodily injury including death, as well as from claims for property damage which may arise from operation of LANDOWNER’s, or LANDOWNER’s contractors, or contractors’ subcontractors, agents, or employees under this Agreement, whether such operations be by LANDOWNER, or by LANDOWNER’s contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for LANDOWNER of any of LANDOWNER’s contractors or subcontractors unless such damage or claim arises from negligence or willful misconduct of CITY. The foregoing indemnity obligation shall not apply to any liability for damage or claims for damage with respect to any damage to or use of any public improvements after the completion and acceptance thereof by CITY.”

J. Revised Section 10 (Notices). The notice addresses for the CITY and LANDOWNER in Section 10 are hereby revised to read as follows:

Development Services Director
City of Roseville
311 Vernon Street
Roseville, CA 95678

with copy to:
City Attorney
City of Roseville
311 Vernon Street
Roseville, CA 95678

Notice required to be given to LANDOWNER shall be addressed as follows:

R10 Foothill, LLC
9000 Foothills Blvd
Roseville, CA 95747
Attn: Ann Nguyen, CEO and President
E-mail: ann.nguyen@cokeva.com

with copy to:
Abbott and Kindermann, LLP
2100 21st Street
Sacramento, CA 95818
Attn: William W. Abbott, Esq.
E-mail: wabbott@aklandlaw.com

2. Exhibits. The following New Exhibit and Revised Exhibits are attached hereto and incorporated herein by reference and hereby replace and supersede the respective Exhibits previously attached to the Development Agreement. Accordingly, all references to the applicable Exhibits in the Development Agreement, as amended hereby, shall mean and refer to the corresponding New and Revised Exhibits below:

Revised Exhibit A	Legal Description of Parcel 2
Revised Exhibit A-1	Revised Diagram of the Property
Revised Exhibit B	Land Use Map of the Property

3. Consistency with General Plan. The CITY hereby finds and determines that execution of this Eighth Amendment is in the best interest of the public health, safety and general welfare and is consistent with the General Plan.

4. Amendment; Balance of Development Agreement Remains In Full Force. This Eighth Amendment amends, but does not replace or supersede, the Development Agreement. In the event of any conflict, the language of this Eighth Amendment shall be controlling in all events or circumstances. Except as modified hereby, all other terms and provisions of the Development Agreement shall remain in full force and effect.

5. Form of Amendment; Execution in Counterparts. This Eighth Amendment is executed in duplicated originals, each of which is deemed to be an original, and may be executed in counterparts.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and the attestation to this Amendment by its City Clerk under the authority of Ordinance No. ____, adopted by the Council of the City of Roseville on the ____ day of _____, 2019, and LANDOWNER have caused this Amendment to be executed.

CITY:

CITY OF ROSEVILLE,
a municipal corporation

By: _____
Dominick Casey, City Manager

ATTEST:

Sonia Orozco, City Clerk

APPROVED AS TO FORM:

Robert R. Schmitt, City Attorney

APPROVED AS TO SUBSTANCE:



Mike Isom, Development Services Director

LANDOWNER:

R10 FOOTHILL, LLC, a California limited
liability company

By: 
Name: Anh Tuyet Nguyen
Title: Managing Partner

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 El Dorado

On November 09, ²⁰¹⁹~~2017~~, before me, Joseph M Henderson, Notary Public
(Here insert Name and Title of Officer)
personally appeared Anhtuyet Nguyen,
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]
NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL

Revised Exhibit A

Legal Description of Property

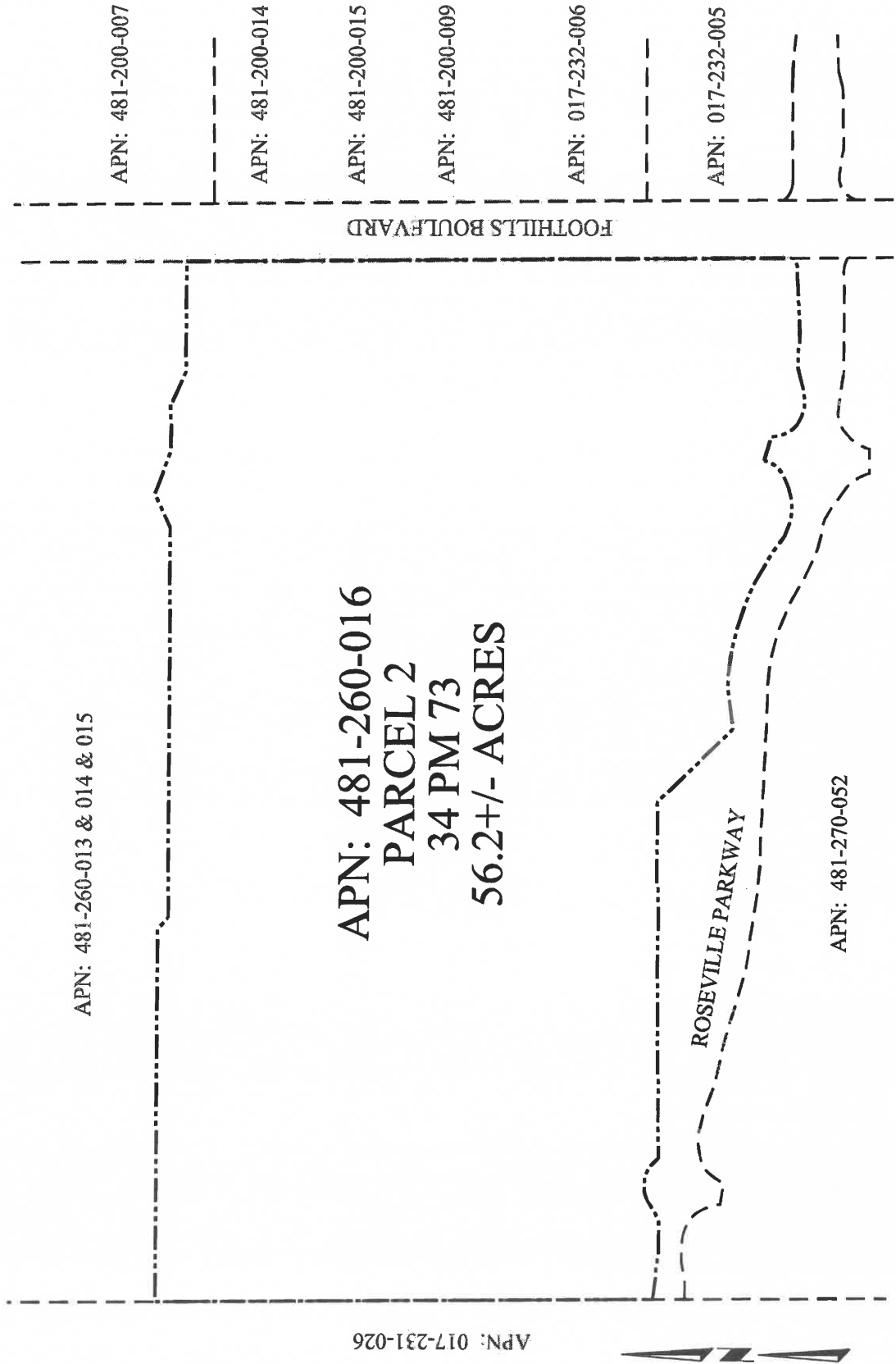
Parcel 2

The land referred to herein is situated in the State of California, County of Placer, City of Roseville, and is described as follows:

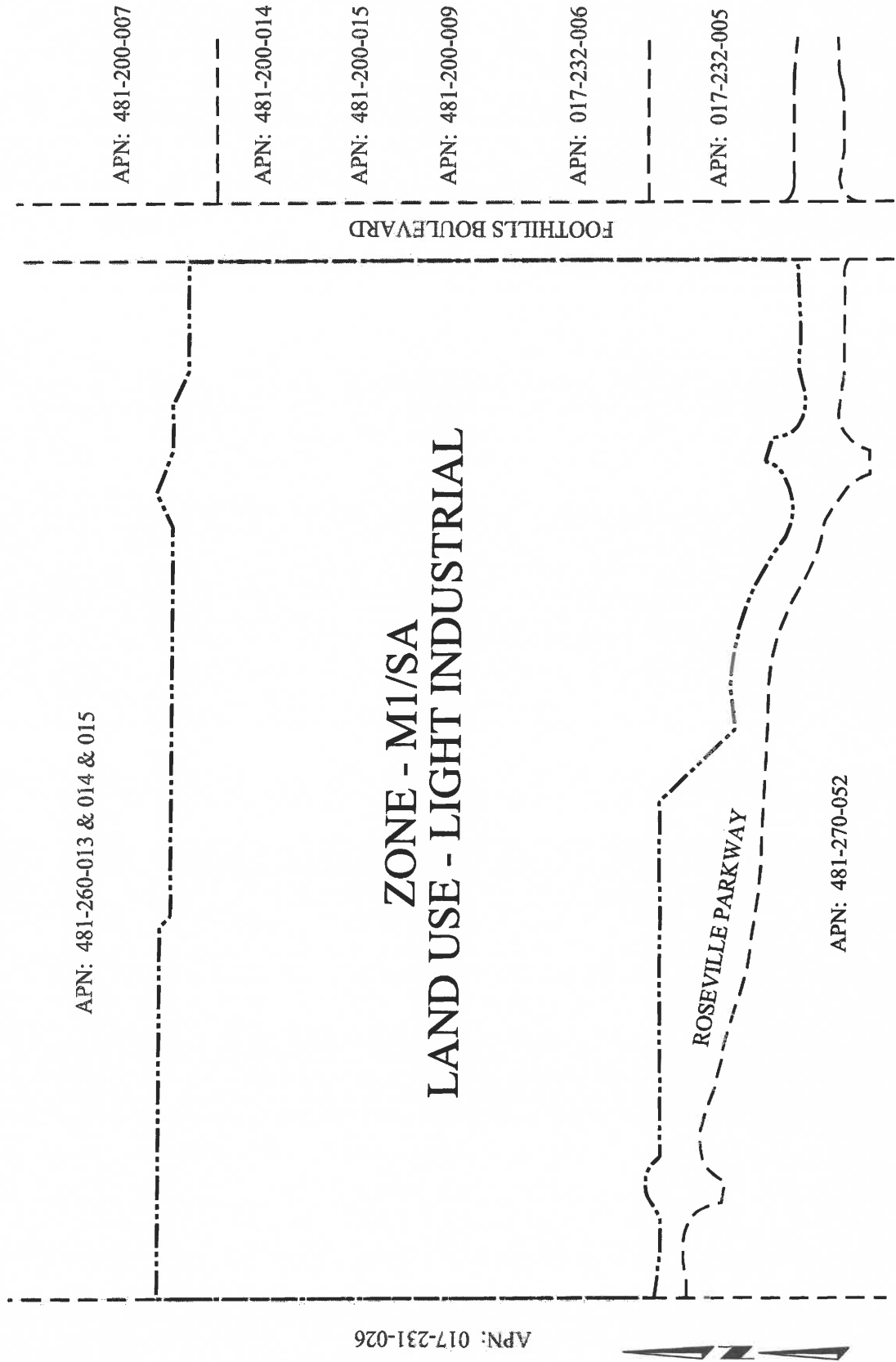
Parcel 2, as shown on that certain Parcel Map of Hewlett-Packard Subdivision No. Sub-000105, recorded on June 4, 2008, in the Office of the Recorder for the County of Placer, State of California, in Book 34 of Parcel Maps, at Page 73.

APN: 481-260-016

REVISED EXHIBIT A-1: DIAGRAM OF THE PROPERTY



REVISED EXHIBIT B: LAND USE MAP OF THE PROPERTY





COUNCIL COMMUNICATION

CC #: 0427

File #: 0704-01 & 0201-01

Title: Central Park Phase 3 Project - Budget Adjustment and Award of Contract

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

Meeting Date: 11/20/2019

Item #: 9.1.

RECOMMENDATION TO COUNCIL

Recommend City Council:

- Adopt an ordinance to authorize a budget adjustment of \$1,251,901.00 from capital improvement project (CIP) (400011), \$2,919,000.00 from the Citywide Park Development Fund (3303), and \$1,753,101.00 from the Public Facilities Fund (3355), to the Central Park Phase 3 Project (500076);
- Award the project to apparent low bidder, Abide Builders, Inc.;
- Adopt a resolution to authorize the City Manager to execute the agreement with Abide Builders, Inc. in the amount of \$5,242,480.00; and
- Authorize staff to approve change order requests in an amount not to exceed 10% of the contract amount.

BACKGROUND

Central Park is a 20-acre citywide park site located on Fairway Drive and Central Park Drive in the Highland Reserve North Specific Plan Area. The scope of work for the base bid includes installation of two softball fields, sports field lighting, basketball courts, a swing area, picnic area, shade structure, parking lot, security lighting, landscaping and irrigation. In order to meet the budget constraints, additive alternatives have been identified and include installation of two tennis courts, tennis court lighting, basketball court lighting, on-street parking, and soccer field lighting.

City Council approved the plans and specifications and authorized the call for bids at the June 5, 2019 meeting. Staff received four bids and bids were opened on September 3, 2019. The bid results and architect's estimate are as follows:

Bidder	Total Lump Sum Bid
Abide Builders, Inc.	\$5,242,480.00
Bothman Construction	\$5,608,000.00
Olympic Land Construction	\$6,254,500.00
Marina Landscaping	\$5,606,800.00

Architects' Estimate \$6,665,491.43

Staff recommends award of the project to Abide Builders, Inc. in the amount of \$5,242,480.00 for the base bid, all additive alternatives, and winter suspension allowance.

CONTINGENCY

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

FISCAL IMPACT

Funding for the construction of Central Park (project 400011) was initially provided through the Citywide Park Fund in the FY2014-15 budget. In order to track the Phase 3 project separately in the new ERP system, the existing CIP (project 400011) will be closed and a new CIP (project 500076) will be created. The recommended budget adjustment establishes the new CIP (500076) and establishes three funding sources: 1) authorizes the movement of \$1,251,901.00 from the existing CIP (400011) to the new CIP (500076), 2) authorizes the transfer of \$2,919,000.00 from the Citywide Park Development Fund (3303) to the new CIP (500076) and 3) authorizes the transfer of \$1,753,101.00 from the Public Facilities Fund (3355) to the new CIP (500076). This will result in a total project budget of \$5,924,002.00 in the new CIP (500076). The total project budget includes the cost of construction, permits, inspections, construction administration, and contingency.

Maintenance of the Phase 3 acreage and amenities will be a new operating budget obligation funded by the additional General Fund resources provided by the Measure B half-cent local sales tax.

ENVIRONMENTAL REVIEW

Project level CEQA compliance for the Central Park Project was accomplished with City Council project approval and adoption of the Central Park Master Plan and Aquatic Center Initial Study Mitigated Negative Declaration (June 2006). Because the project is consistent with the approved project, no new effects would be expected to occur and all applicable mitigation measures from the Initial Study Mitigated Negative Declaration will be implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Rjahja Canlas, Park Development Analyst

Jill Geller, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance No. 6152

Budget Adjustment

Resolution No. 19-477

Agreement

Bid Summary Sheet

ORDINANCE NO. 6152

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20
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 2019-20, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Central Park Phase 3 project, at the request of the Parks, Recreation & Libraries Department, as listed on the attached Request for Budget Adjustment in the amount of \$4,672,101.00.

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 _____, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

REQUEST FOR BUDGET ADJUSTMENT

RESOLUTION NO. 19-477

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND
ABIDE BUILDERS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for the Central Park Phase 3 project, by and between the City
of Roseville and Abide Builders, Inc., has been reviewed by the City Council; and

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

A G R E E M E N T

THIS AGREEMENT, is made and entered into this _____ day of _____,
20_____, by and between the City of Roseville, a municipal corporation, ("CITY"), and
Abide Builders, Inc., a California Corporation,
("CONTRACTOR"); and

W I T N E S S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the 5th day of
June, 20 19, approved plans and specifications for the
Central Park Phase 3 Project
and directed the City Clerk to advertise for sealed proposals for doing said work and providing
that bids be submitted on the 3rd day of September, 20 19; and

WHEREAS, the City Clerk, thereafter duly and regularly caused a notice to be published
in the manner and for the time prescribed by law; and

WHEREAS, CONTRACTOR, pursuant to the provisions of said notice duly filed a bid
with the City Clerk, a true copy of which bid is now on file in the office of the City Clerk, and is
hereby referred to and by this reference made a part hereof as fully as if set forth at length herein;
and

WHEREAS, all bids received pursuant to said notice were opened and examined and
publicly declared at the time specified in said advertisement for bids and at a meeting of the City
Council held on the _____ day of _____, 20_____, the Council found and

declared the bid of CONTRACTOR to be the lowest responsible bid and thereupon awarded a contract to CONTRACTOR to do the work referred to in the aforementioned specifications.

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, supplies, equipment, superintendence, insurance, and bonds required for the _____
Central Park Phase 3 Project

in accordance with the Contract Documents (the Work).

b. To do and perform the Work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the Director of Public Works of the City of Roseville.

2. PAYMENT. CITY shall pay CONTRACTOR five million two hundred
forty two thousand four hundred eighty and 00/100 dollars (\$5,242,480.00) for the Work to be done under this Agreement in accordance with the Contract Documents.

3. CONTRACT DOCUMENTS. The complete Agreement between the parties hereto consists of the following documents:

a. The advertisement for bids (including the notice to bidders, instructions to bidders and proposals);

b. The accepted bid;

c. Plans and specifications (including general conditions, supplemental conditions, special provisions and construction details);

d. Bonds and insurance required by the specifications; and

e. This contract.

All documents specified above are intended to operate so that any work called for in any one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$ 800.00 per day as liquidated damages, in the event of such delay.

5. TIME OF COMPLETION. Time is of the essence of this Agreement. CONTRACTOR shall complete all Work under the Contract Documents within 140 Days of the date of this Contract. CONTRACTOR shall begin work by the date specified in the "Notice to Proceed" letter and shall diligently prosecute all of the Work under this Contract in all parts and requirements as defined in the Contract Documents.

6. SERVICE OF NOTICE. Any notice required or permitted to be given under this Agreement shall be deemed given when (a) personally delivered to the recipient identified below; (b) mailed by registered or certified mail, return receipt requested, postage pre-paid, to the address specified below; or (c) sent by facsimile, with confirmation of receipt, to the facsimile number identified below.

CITY OF ROSEVILLE

Jill Geller
Parks, Recreation & Libraries Director
316 Vernon Street, Suite 400
Roseville, CA 95678

CONTRACTOR

Abide Builders, Inc.
825 Riverside Parkway
Suite 120
West Sacramento, CA 95605

CITY may also act through either its architect or construction manager if CITY expressly gives notice to CONTRACTOR, in writing, that CITY's designee has authority to act for CITY in a specific capacity.

7. DISPUTES. Disputes arising from this Agreement will be determined in accordance with the Contract Documents and Public Contract Code Sections 10240-10240.13.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. INDEPENDENT CONTRACTOR. CONTRACTOR 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.

10. SUCCESSORS IN INTEREST. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

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

12. 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.

13. 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.

14. CONTRACTORS LICENSE LAW. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE

BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISISON PERTAINING TO STRUCUTRAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

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 CONTRACTOR has caused this Agreement to be duly executed.

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

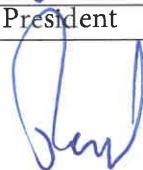
ATTEST:

BY: _____
SONIA OROZCO
City Clerk

Abide Builders, Inc., a
California Corporation

BY: 
its: President

and

BY: 
its: CFO

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
Print Name: Jill Geller

Title: Parks, Recreation & Libraries Director

DATE: September 3, 2019

TIME: 3:05 PM

BID BOND REQUIRED: YES

BID SUMMARY SHEET

BID OPENING FOR:
Central Park Phase 3 Project



Bidders Name City, State	Bid Bond	Addendum 1	Addendum 2	Addendum 3	Addendum 4	Total Lump Sum
Abide Builders, Inc West Sacramento, CA	YES	YES	YES	YES	YES	\$ 5,242,480.00
Bothman Constructions Santa Clara, CA	YES	YES	YES	YES	YES	\$ 5,608,000.00
Olympic Land Const. Sacramento, CA	YES	YES	YES	YES	YES	\$ 6,254,500.00
Marina Still Growing Orange, CA	YES	YES	YES	YES	YES	\$ 5,608,500.00

Please Sign-In

Staff

Visitors (Name & Company)

Visitors (Name & Company)

<u>[Signature]</u>	<u>[Signature]</u>	<u>John Escudero Jensen Landscape</u>	<u>Solmy T. / ANA FLORES - BOTHMAN</u>
<u>[Signature]</u>	<u>Skatin Brule</u>	<u>Chris Pizzol Abide Builders</u>	

→ 01101

Jeffrey Smith - Olympic Land
+ Peter Kallergis Construction

Jeffrey Smith

Luis Almanza

Marina landscape

Salmon



COUNCIL COMMUNICATION

CC #: 0454

File #: 0113-02 & 0709

Title:	The Gathering Inn Bathroom and Shower Facilities Renovation Project – Community Development Block Grant Agreement and Regulatory Agreement
Contact:	Kristine Faelz 916-774-5451 kpfaelz@roseville.ca.us

Meeting Date: 11/20/2019

Item #: 10.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Adopt a resolution to approve a Community Development Block Grant Agreement with The Gathering Inn for bathroom and shower facilities renovation project at 201 Berkeley Avenue, and authorize the City Manager to execute it; and
2. Adopt a resolution to approve a Regulatory Agreement with The Gathering Inn for a capital improvement project at the property located at 201 Berkeley Avenue and authorize the City Manager to execute it. Additionally, direct the City Clerk to record the Regulatory Agreement with the Placer County Recorder's Office.

BACKGROUND

The City of Roseville became a Community Development Block Grant (CDBG) entitlement jurisdiction in 1986, and has traditionally funded housing activities, public facilities and improvements, removal of architectural barriers projects, planning, program administration, and public service activities with CDBG funds. Since 1986, the City has received thirty-three (33) CDBG allocations totaling \$15,679,846.00. The City's allocation for the FY2019-20 CDBG program year was \$651,910.00, which is being used to fund a variety of public service activities and capital improvement projects for non-profit agencies.

On April 17, 2019 the City Council adopted the FY2019-20 CDBG Annual Action Plan (Resolution 19-140) approving \$326,528.00 in funding for a capital improvement project for The Gathering Inn located at 201 Berkeley Avenue. The project scope includes the renovation of the bathroom and shower facilities to address building code, accessibility and capacity issues. The 201 Berkeley Avenue location currently operates as a resource center for homeless/at-risk individuals and families. The attached Regulatory Agreement between the City and The Gathering Inn secures The Gathering Inn's obligations to maintain the property as a resource center for homeless/at-risk individuals and families for a term of ten (10) years from the date of recordation of the Agreement. The purpose of this Regulatory Agreement is to regulate and restrict the operation, ownership, and management of the Property for the benefit of its residents and

residents of the City, and in accordance with CDBG regulations and Uniform Administrative Requirements.

FISCAL IMPACT

The CDBG funding is provided as a federal grant to the City. These grants are used to offset potential costs to the General Fund and to serve the community. Funding for The Gathering Inn capital improvement project was approved with the adoption of the FY2019-20 CDBG Annual Action Plan. This item does not impact the City's General Fund.

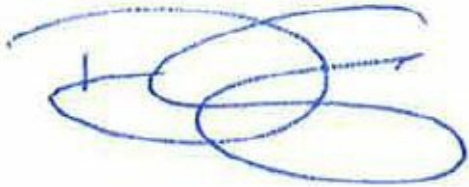
ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)). The Regulatory Agreement between the City and The Gathering Inn meets the above criteria, and no additional environmental review is required.

Respectfully Submitted,

Kristine Faelz, Housing Analyst

Laura Matteoli, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-500

TGI Agreement

TGI Deed of Trust

Resolution No. 19-501

TGI Regulatory Agreement

RESOLUTION NO. 19- 500

APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT,
BY AND BETWEEN THE CITY OF ROSEVILLE AND THE GATHERING INN, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a Community Development Block Grant Agreement for the bathroom and shower facilities renovation project at 201 Berkeley Avenue, by and between the City of Roseville and The Gathering Inn, has been reviewed by 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

**COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
FOR BATHROOM AND SHOWER RENOVATION PROJECT**

Grant No. B-19-MC-06-0043

CFDA 14.218

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by
and between the City of Roseville, a municipal corporation (“CITY”) and The Gathering Inn, a
California nonprofit corporation (“SUBRECIPIENT”).

W I T N E S S E T H:

WHEREAS, SUBRECIPIENT is a nonprofit corporation organized under the laws of the
State of California and qualifying for federal tax exempt status; and

WHEREAS, CITY has allocated Community Development Block Grant (CDBG) funds
for bathroom and shower renovation project; and

WHEREAS, SUBRECIPIENT has submitted an Application for Community
Development Block Grant Funding Request for 2019/2020 for bathroom and shower renovation
project; as identified on the application, which is dated February 12, 2019. A copy is attached
hereto as EXHIBIT “A” and incorporated herein by this reference; and

NOW, THEREFORE, the parties agree as follows:

1. Grant. CITY hereby authorizes a grant to SUBRECIPIENT in the amount of three hundred twenty-six thousand five hundred and twenty-eight dollars (\$326,528.00). The grant shall be payable on a reimbursement basis after execution of this Agreement.

2. Services. SUBRECIPIENT shall perform the services within the limitations of this Agreement as described in EXHIBIT "A" and as modified in EXHIBIT "A-1," attached hereto and incorporated herein by this reference. These services shall be performed in a manner satisfactory to CITY's Economic Development Director.

3. Term. This Agreement shall be for a period commencing on July 1, 2019, and ending on June 30, 2020.

4. Terms of Agreement Prevail. SUBRECIPIENT shall comply with all the terms and conditions of EXHIBIT "A," EXHIBIT "A-1" and this Grant Agreement. In the event of any discrepancy between the terms of this Grant Agreement and those of EXHIBIT "A," the terms of this Grant Agreement shall prevail. In the event of any discrepancy between the terms of EXHIBIT "A" and of EXHIBIT "A-1," the terms of EXHIBIT "A-1" shall prevail.

5. Use of Funds. Use of funds allocated hereunder to SUBRECIPIENT shall be subject to the following express terms and conditions:

A. SUBRECIPIENT shall use all funds provided pursuant to this Agreement exclusively for performing the services detailed in EXHIBIT "A", as modified by EXHIBIT "A-1" and the express terms of this Agreement, based on the details provided in EXHIBIT "A-2" Budget, attached hereto and incorporated herein by this reference.

B. No funds paid by CITY hereunder shall be used directly or indirectly by SUBRECIPIENT for any lobbying or political activity whatsoever.

C. SUBRECIPIENT shall use all moneys received pursuant to this Agreement in conformity with the applicable provisions of 24 CFR Part 570, issued by the United States Department of Housing and Urban Development (HUD) (Administrative Regulations for Community Block Grants) (provided to SUBRECIPIENT electronically) and the applicable provisions of 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (provided to SUBRECIPIENT electronically), and with the Income Limits as set forth in EXHIBIT "B," attached hereto and incorporated herein by this reference.

6. Funds to be Expended During Current Fiscal Year. The grant shall be payable only from the Community Development Block Grant fund. The grant is made only for the current fiscal year. All funds received by SUBRECIPIENT under this Agreement shall be spent prior to the end of the current fiscal year. All funds not spent within the current fiscal shall be returned to CITY within thirty (30) calendar days after the conclusion of the current fiscal year.

No other fund of CITY, including without limitation its general fund, shall be liable for any payment under this Grant Agreement, nor is the taxing power of CITY pledged in any manner.

7. SUBRECIPIENT as Independent Entity. SUBRECIPIENT and the agents or employees of SUBRECIPIENT shall act in an independent capacity and not as officers, employees or agents of CITY in performance of this Grant Agreement.

8. Termination.

A. Either party shall have the right to terminate this Agreement upon thirty (30) calendar days written notice thereof being served on the other party.

B. In the event that CITY receives communication from the federal government that funds available to CITY under the Community Development Block Grant Program are to be reduced or withdrawn by the federal government, CITY may at its option terminate this Agreement immediately.

C. If, through any cause, SUBRECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if SUBRECIPIENT shall violate any of the covenants, requirements or stipulations of this Agreement, CITY shall thereupon have the right to terminate this Agreement by giving at least five (5) calendar days written notice to SUBRECIPIENT of such termination, specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, photographs, and reports prepared by the SUBRECIPIENT under this Agreement shall, at the option of CITY, become property of CITY and SUBRECIPIENT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of termination. Notwithstanding the above, SUBRECIPIENT shall not be relieved of liability to CITY for damages sustained by CITY or others by virtue of any breach of this Agreement by SUBRECIPIENT. CITY may withhold any payment to SUBRECIPIENT for the purpose of set-off until such time as the exact amount of damages due CITY from SUBRECIPIENT is determined.

9. No Assignment. This Agreement is not assignable by SUBRECIPIENT either in whole or part, without the express written authorization of CITY.

10. Time is of the Essence. Time is of the essence of this Agreement.

11. All Terms to be in Writing. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral

understanding or agreement not incorporated herein shall be binding on either of the parties hereto.

12. Records.

A. SUBRECIPIENT shall maintain all necessary books and records, including property, personnel and financial records, in accordance with requirements prescribed by HUD or CITY with respect to all matters covered by this Agreement. Except as otherwise authorized by HUD, such records shall be maintained for a period of four (4) years after receipt of the final payment under this Agreement, or five (5) years after the resolution of any dispute regarding this Agreement, whichever is later.

B. SUBRECIPIENT shall document all expenditures under this Agreement with properly executed payroll, time records, invoices, contracts, vouchers, or other official documentation evidencing in appropriate detail the nature and propriety of the charges. All checks, payroll, invoices, contracts, vouchers, orders, or other documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

C. SUBRECIPIENT shall, at such time and in such forms as HUD or CITY may require, furnish HUD or CITY statements, records, reports, data and information pertaining to matters covered by this Agreement. SUBRECIPIENT shall file Quarterly Reports no later than 30 calendar days after the end of each fiscal year quarter, (October 30, 2019, January 30, 2020, April 30, 2020 and July 30, 2020). SUBRECIPIENT shall provide Quarterly Reports to CITY in the form and manner directed by CITY, and as may be described in EXHIBIT "A-1."

D. Upon request for examination by CITY, SUBRECIPIENT shall, at any time during normal business hours, make available all of its records with respect to all matters

covered by this Agreement. SUBRECIPIENT shall permit CITY to audit, examine and make excerpts or transcripts from these records.

13. Allowability of Expenditures. SUBRECIPIENT shall accurately document each transaction to permit the determination, through an audit if requested by CITY, of the accuracy of the records and the allowability of expenditures charged to grant funds. If the allowability of an expenditure cannot be determined because records or documentation are inadequate, the questionable expenditure shall be disallowed. In such case, SUBRECIPIENT shall reimburse CITY the amount of any disallowed expenditure. Determination by CITY of the allowability of any expenditure shall be final.

14. Program income. Unless otherwise allowed by amendment of this Agreement, SUBRECIPIENT shall remit all program income received to CITY. SUBRECIPIENT shall remit program income to CITY not less than quarterly. Any program income on hand when this Agreement expires, or received after this Agreement's expiration, shall be remitted to CITY immediately and in full. Program income is gross income received by SUBRECIPIENT directly generated from the use of CDBG funds. Program income includes, but is not limited to, the following:

- Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
- Proceeds from the disposition of equipment purchased with CDBG funds;
- Gross income from the use or rental of real or personal property acquired by SUBRECIPIENT with CDBG funds, less costs incidental to generation of the income;

- Gross income from the use or rental of real property, owned by SUBRECIPIENT, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;
- Payments of principal and interest on loans made using CDBG funds;
- Proceeds from the sale of loans made with CDBG funds;
- Proceeds from sale of obligations secured by loans made with CDBG funds;
- Interest earned on program income pending its remittance to CITY.

Program income does not include fundraising activities carried out by SUBRECIPIENT or proceeds from the disposition of real property acquired or improved with CDBG funds when the disposition occurs after the applicable time period specified in 20.D. below.

15. Conflict of Interest. No member, officer, or employee of SUBRECIPIENT or its designees or agents, who exercises any function or responsibility with respect to the program during his or her tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for activities performed in connection with the program assisted under this Agreement. SUBRECIPIENT shall incorporate, or cause to be incorporated, in all subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

16. Compliance with Governmental Regulations. SUBRECIPIENT shall, at its sole cost and expense, comply with all applicable municipal, county, state and federal requirements now in force, or which may hereafter be in force pertaining to any and all activities contemplated under this Agreement.

SUBRECIPIENT shall comply with any applicable provisions of 24 CFR 570, which is provided electronically with this Agreement and is available for review in the CITY's Housing Division Office. SUBRECIPIENT may access and obtain the most current version of the Code of Federal Regulations from the US Government Printing Office at www.ecfr.gov and www.gpo.gov/fdsys/.

17. Fair Employment. SUBRECIPIENT shall comply with the provision of the Fair Employment and Housing Act (Government Code §12900, et seq.), the regulations promulgated thereunder (2 CCR §10000, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (§§11135-11139.5) and the regulations or standards adopted by the State of California to implement such article.

SUBRECIPIENT shall give advice of its obligation under this Agreement to labor organizations or contractors with which it has collective bargaining or other agreements. SUBRECIPIENT shall include nondiscrimination compliance provisions similar to those of this Agreement in all subcontracts to perform work under this Agreement.

18. Discrimination Prohibited. SUBRECIPIENT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, color, religion, sex, national origin, ancestry, age or physical or mental disability, as more specifically set forth in Sections 570.602 and 570.601 of the aforesaid HUD Regulations. During the performance of this Agreement SUBRECIPIENT agrees as follows:

A. No person in the United States shall, on the grounds of race, color, religion, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

B. SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age or physical or mental disability. SUBRECIPIENT shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, age or physical or mental disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

C. SUBRECIPIENT will in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, ancestry, age or physical or mental disability.

19. Uniform Administrative Requirements. This Agreement is subject to the requirements of 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, a copy of which is being provided electronically with this contract and is available for review in CITY's Housing Division Office. SUBRECIPIENT may access and obtain the most current version of the Code of Federal Regulations from the US Government Printing Office at www.ecfr.gov and www.gpo.gov/fdsys/.

20. Property Ownership and Procurement.

A. In the event this Agreement is not fully performed to the satisfaction of CITY, any and all non-expendable furnishings, equipment or other personal property purchased

pursuant to this Agreement and having a useful life or more than one (1) year and a purchase price of three hundred dollars (\$300) or more and not consumed in the performance of this Agreement shall become the property of CITY. Such property shall be delivered to CITY upon written notification by CITY to SUBRECIPIENT.

B. The procurement of goods or services with CDBG funds is subject to the requirements of 2 CFR Part 200, including: §200.318 General procurement standards; §200.319 Competition; §200.320 Methods of procurement to be followed; §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms; §200.323 Contract cost and price; §200.325 Bonding requirement; and §200.326 Contract provisions. SUBRECIPIENT shall consult with and receive the approval of CITY prior to procuring goods or services to be purchased with CDBG funds.

C. Property acquired in whole or in part with funds provided pursuant to this Agreement shall be managed in accordance with the provisions of 2 CFR Part 200.

D. Upon termination of this Agreement, SUBRECIPIENT shall transfer to CITY any CDBG funds on hand at the time of termination and any accounts receivable attributable to the use of CDBG funds. If SUBRECIPIENT ceases to use any asset acquired with CDBG funds for the purpose described in this Agreement, SUBRECIPIENT shall either pay to CITY the fair market value of the asset or transfer control of the asset to CITY.

E. Any real property under SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to SUBRECIPIENT in the form of a loan) in excess of \$25,000 shall continue to meet one of the national objectives in 24 CFR 570.208 until five (5) years after expiration of this Agreement, or five (5) years after final payment is issued under this Agreement, whichever is later. CITY may

establish a longer period of time, as determined to be appropriate. In the event that the use of the acquired or improved real property does not meet one of the national objectives, SUBRECIPIENT shall pay to CITY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment will be required after the period of time specified herein. SUBRECIPIENT shall execute a Regulatory Agreement and accompanying Deed of Trust reflecting the requirements of this section, which shall be recorded prior the disbursement of any funds pursuant to this Agreement.

21. Environmental impact mitigation measures. The use of CDBG funds is subject to the National Environmental Protection Act (NEPA) as implemented by HUD at 24 CFR 58. Should CITY determine as the result of its review as the Responsible Entity that measures are required to mitigate the environmental impact of actions assisted in whole or in part under this Agreement, CITY shall inform SUBRECIPIENT of such mitigation measures and SUBRECIPIENT shall comply with said measures as a condition of receiving funds. Failure to comply shall be cause for termination of this Agreement and recapture of all funds provided under this Agreement.

22. Federal labor standards and prevailing wages. Construction work assisted in whole or in part with CDBG funds is subject to applicable federal labor standards and the payment of prevailing wages including Davis-Bacon and Related Acts: Davis-Bacon Act (40 U.S.C. 276 a to a.7) as supplemented by Department of Labor Regulations (29 CFR Part 5) (EXHIBIT "C-1), Copeland "Anti-Kick Back Act" (18 U.S. C. 876) as supplemented in Department of Labor regulations (29 CFR Part 3), and Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.). SUBRECIPIENT shall consult with and receive the

approval of CITY prior to procuring contracts for construction or employing persons in construction to be funded with CDBG.

23. Indemnification. To the fullest extent allowed by law, SUBRECIPIENT 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 SUBRECIPIENT'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.

SUBRECIPIENT'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.

24. Insurance. SUBRECIPIENT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate

A. Form. SUBRECIPIENT 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. SUBRECIPIENT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds. Such insurance shall specifically cover the contractual liability of SUBRECIPIENT. The additional insured coverage under the SUBRECIPIENT policy shall be primary and noncontributory, 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. SUBRECIPIENT shall provide ten (10) calendar 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. SUBRECIPIENT 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, SUBRECIPIENT shall require its subcontractors to agree to be bound to SUBRECIPIENT and CITY in the same manner and to the same extent as SUBRECIPIENT is bound to CITY under this Agreement. Additionally, SUBRECIPIENT 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. SUBRECIPIENT hereby agrees to waive subrogation which any insurer of SUBRECIPIENT may acquire from SUBRECIPIENT 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 SUBRECIPIENT, its employees, agents and subcontractors.

H. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve SUBRECIPIENT 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.

25. Notice. Any notice required by this Agreement shall be delivered or sent by first class mail, United States postage prepaid, addressed as follows:

<u>CITY</u>	<u>SUBRECIPIENT</u>
Kristine Faelz Housing Analyst 316 Vernon Street, # 150 Roseville, CA 95678 (916) 774-5446	Lisa Trask, Chief Financial Officer The Gathering Inn 201 Berkeley Avenue Roseville, CA 95678 (916) 791-9355

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

26. No Waiver of Breach. No waiver of any breach of this Agreement by CITY shall be held to be a waiver of any other or subsequent breach.

27. 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.

28. 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.

29. 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 SUBRECIPIENT has caused this Agreement to be executed.

SIGNATURES ON FOLLOWING PAGE

CITY OF ROSEVILLE, a
municipal corporation

THE GATHERING INN, a
California nonprofit corporation

BY: _____
DOMINICK CASEY
City Manager

BY: Bonnie L. May
its: PRESIDENT

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: Lisa Ann Hask
its: CFO

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
LAURA MATTEOLI
Economic Development Director

EXHIBIT LIST:

EXHIBIT "A"	CDBG Funding Application
EXHIBIT "A-1"	Scope of Services
EXHIBIT "A-2"	Budget
EXHIBIT "B"	Income Limits for CDBG Program
EXHIBIT "C"	Code of Federal Regulations (29 CFR Part 5)

EXHIBIT “A”



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City of Roseville
Housing Division
2019-2020 CDBG and HPRR Funding Application
2/12/2019 deadline

The Gathering Inn Capital Improvements - Bathroom Remodel

Jump to: [Pre-Application Questionnaire](#) [Funding Application](#) [Program/Project Budget](#) [Tables](#) [Documents](#)

\$ 325,000.00 Requested
\$ 325,000 Total cost of the program or project

Submitted: 2/12/2019 9:21:37 AM (Pacific)

Project Contact

Keith Diederich
thegatheringinngrants@gmail.com
Tel: 916-791-9355

Additional Contacts

winkie311@yahoo.com

The Gathering Inn

PO Box 297
201 Berkeley Ave
Roseville, CA 95678
United States

Telephone 916-791-9355
Fax 916-791-1916
Web www.thegatheringinn.com
EIN 84-1657746

CEO

Keith Diederich
keith@thegatheringinn.com

Pre-Application Questionnaire [top](#)

Primary Applicant

1. Which type of applicant entity are you?

Select one.

- ☒ Non-profit (501c3/c4)
- ☐ Public agency
- ☐ Multi-agency Collaborative – Non-profit
- ☐ Multi-agency Collaborative – Non-profit/Public Agency
- ☐ Other:

2. Have you received any grant funding from the City of Roseville before?

- ☒ Yes
- ☐ No

3. Which grant types has your agency received before?

Check all that apply. From any source or agency.

- ☒ CDBG
- ☒ REACH/Citizen's Benefit Fund
- ☒ Homeless Prevention and Rapid Re-Housing
- ☐ Other homeless funds (McKinney-Vento or other)
- ☐ Other:
- ☐ No prior funding

Application Summary Description

4. Briefly describe the proposed program or project.

The Gathering Inn requests \$325,000 to perform capital improvements at our 201 Berkeley Avenue campus for the following project: demo & remodel of existing bathrooms to expand capacity & comply with ADA and CA title 24 codes. Our bathroom facilities have been used by an average of 60 guests per day 365 days per year for at least 12 years which has taken a toll on the condition of the bathrooms and are now in dire need of upgrading.

Co-Applicant/Collaborating Agency

5. If this is a collaborative application, how many agencies are involved?

Tick "0" if this is **not** a collaborative application.

- ☒ 0
- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6
- ☐ more than 6

6. List the collaborating agencies (Enter "none" if none.)

Enter agency name and DUNS# if assigned

None

7. Which funding source are you requesting?

Select one

- ☒ CDBG
- ☐ HP RR

8. Indicate the type of activity. You may select only one.

You may submit more than one application. You may submit applications for more than one activity type. If you are not sure which category to select, please consult City staff. You will need to know this for your main application.

- ☐ Public Services (not including services for homeless persons)
- ☒ Public Facilities
- ☐ Economic Development
- ☐ Housing (not including housing and shelter for homeless persons)
- ☐ Homeless Prevention and Rapid Re-housing
- ☐ Other Homeless Services (including shelter)

Funding Application [top](#)

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #1.

1. Indicate the type of activity. You may select only one. (BRANCHING CRITERIA)

You may submit more than one application. You may submit applications for more than one activity type. If you are not sure which category to select, please consult City staff. Your selection will determine the questions you are required to complete.

- ☐ Public Services (not including services for homeless persons)
- ☒ Public Facilities
- ☐ Economic Development
- ☐ Housing (not including housing and shelter for homeless persons)
- ☐ Homeless Prevention and Rapid Re-housing
- ☐ Other Homeless Services (including shelter)

2. Describe the program or project.

What is the service you will provide or the project you will complete? How will it happen and when? What will be the result? Who will benefit and how? What are the goals and objectives?

The Gathering Inn requests \$325,000 to perform capital improvements to our 201 Berkeley Avenue campus. The specific project scope would be to completely demo and remodel our two existing bathrooms that guests use which include showers, toilets and sinks; one for women & one for men. There are currently only 2 shower stalls per restroom - this project would expand capacity and include compliance with ADA & CA Title 24 codes. This project is critical for several reasons, primary among them the safety of our homeless guests. Our facility is more than 70 years old and has not seen significant remodeling or renovation in some time. Our bathroom facilities are quite small & have been used by an average of 60 guests per day, 365 days per year for more than 10 years. This incredibly high level of traffic has taken a toll on their condition. The current shower stalls are plastic inserts which are difficult to keep clean and often crack & require constant maintenance or repair. Our organization has been working with HomeAid for several years to try to bring this project to fruition, but unfortunately it is been challenging to secure an architect willing to provide their fees pro-bono and the project has been unable to move forward. Initial mock-ups & designs called for expansion of the bathroom spaces into an empty hallway behind the back wall, which would allow for the addition of another toilet & shower stall in each restroom. Each restroom would be completely tiled vs. using plastic shower stall inserts, which would be more durable, easier to keep clean & more sanitary for our guests. Initial cost estimates in 2016 were in the range of \$250K-\$300K (including ADA compliance). We are asking for \$325,000 to ensure there is enough funding to cover the full cost of the project (and have added a buffer for change in construction costs since the original estimate 3 years ago), but it is entirely possible the costs would be less than this amount.

3. Location(s) where services will be provided or project will be completed.

Include administrative offices if services will also be provided there or from there. Provide street address, city, and ZIP code. Services will be provided on our campus located at 201 Berkeley Avenue, Roseville, CA 95678.

4. What is the program's/project's current status?

Is it still being planned? Is it underway? Is it ready to receive funding? Is the program or project seasonal? What will need to be done before the program or project can start?

As explained above, we received very preliminary cost estimates and design ideas back in 2016, so we would essentially need to begin the process anew once our funding request is approved. We would put the project out to bid and work with the lowest, responsive bidder to achieve our desired results with this project. The organization's CFO has more than 20 years experience working for a general contractor in the Bay Area specializing in demolition & tenant improvements, so she will be able to provide guidance during this construction project.

5. When will the program or project begin?

If underway as of application, enter "underway."

As soon as funding is approved.

6. When will the program or project be completed?

Services must be completed no later than June 30 of the award fiscal year.

June 30, 2020

7. What are the specific costs to be funded with this request?

Identify the types of costs and amounts. Salary, and for whom? Materials, what type and quantity? Equipment, specifications? How will funding these costs meet the goals and objectives described in this request?

We would ask that all construction costs associated with the demolition & remodeling project would be funded through this request, including contractor, architect and permitting costs. We do not have current bids on this project and would need to procure those in order to provide a detailed breakdown of costs.

8. If this is a collaborative application, describe the collaboration being utilized for the proposed program or project.

Explain how the collaboration improves the provision of services or the competition of the proposed program or project. Attach co-applicant commitment letters to your application to document the collaboration.

N/A

9. Describe your other collaboration with other agencies, including non-profit and public agencies.

Do you participate in the local Continuum of Care (CoC) and/or coordinated entry efforts? Do you provide/accept referrals? Do you participate in other coordinating bodies or work with service/business/government organizations?

Over our 15 year history, The Gathering Inn has always placed a high value on collaboration with our community neighbors, other non-profit providers & local governments and has formed strong bonds within Placer County and Roseville communities. We have become a hub for homeless services in Placer County with representatives from Placer County Whole Person Care, Placer County Probation, Roseville Police Department & Social Services Unit, AMIH, Veterans' Services, among others, routinely visiting our campus to directly connect with our homeless guests & provide services. In fact, this collaboration received an award of commendation in 2009 and in 2017 from the Placer Collaborative Network. We have worked diligently to be a good community neighbor & public safety provider by hosting Roseville Heights Neighborhood Assoc. meetings & partnering with the City of Roseville to provide city beautification through clean-up of local parks & underpasses. We continue

partnering with the Downtown Roseville Partnership in a Day Porter Program that employs our guests. We have also maintained long-lasting relationships & partnerships with St. Vincent de Paul, Sutter & Kaiser Hospitals. The Gathering Inn does participate in the CoC and coordinated entry and cross-refers among the collaborating agencies outlined above.

10. Describe your use of volunteers.

How do volunteers contribute to your efforts overall and to this program or project specifically?

Volunteers continue to be an integral part of achieving our Mission and we rely on their selflessness whenever possible to reduce the number of paid staff and thereby our overall program cost. Volunteers from our more than 40 partnering churches cook for & provide overnight accommodations for our homeless guests. Doctors, dentists, nurses and dental hygienists generously donate hundreds of hours each year to provide our guests and low-income community neighbors with free medical & dental treatment and services. Our dedicated volunteers also staff our clothing closet, assist with fundraising efforts, administrative support, maintenance of our buses & van, and maintenance of our Berkeley Avenue facility.

11. Describe your history and experience providing services to the community.

Be sure to include the number of years in operation and summary of major accomplishments.

The Gathering Inn is extremely proud to be entering our 16th year of operation. We have included a detailed narrative history of the organization and our major accomplishments over the years in a supplemental attachment to this application.

12. Describe your experience with this type of program or project.

If this is a new program or project, your experience with similar programs and projects. If this addresses homelessness, what is your knowledge of issues and needs specific to homeless persons, including families and those at risk of homelessness?

The Gathering Inn has been successfully operating our nomadic shelter for more than 15 years. Some of our employees have experienced homelessness themselves and can easily relate and assist our homeless guests as they have first-hand knowledge of what our guests are experiencing. Many of our employees have been with the organization for several years and have gained knowledge of homeless issues through their employment, training, working with our guests & other collaborating agencies. Through the comprehensive on-site services we offer to address the mental health, addiction, employment, medical, dental and basic needs of our homeless guests, we have been able to achieve stellar outcomes on a consistent basis. We also continue to strive to add new services for our homeless guests in order to provide the best possible care to end their homeless situation.

13. Identify staff who will implement and manage the program or project.

Include their experience administering the activity or similar type of activities. If this is a collaborative effort, note the agency for each staff person. Attach resumes and job descriptions or duty statements.

CEO - Keith Diederich has been with The Gathering Inn since July 2015 and has an extensive background with non-profits, specifically running Boys Town and Stanford Childrens Home.

CFO - Lisa Trask has been volunteering with The Gathering Inn since 2006 and began working as an independent contractor for the organization in a CFO/Director of Human Resources capacity in 2015.

Program Director - Nathan Cox became the new Program Director for our South Placer program in July 2018 when Nick Golling moved to our Mid Placer program to serve as Program Director. Nathan has more than 11 years working in case management and counseling positions, among others, with non-profits in Washington and California serving homeless clients, youth, adults with developmental disabilities and mental illness.

14. Describe your service area. This funding is intended to benefit City of Roseville residents.

If you serve an area less than the entire city, explain. If you serve an area larger than the city, how will you identify costs to serve Roseville residents? How will you assure Roseville residents are referred by outside agencies?

The Gathering Inn serves any man, women, child or family experiencing homelessness in Placer County. As part of the intake process for all our guests, we identify the city of residence prior to becoming homeless. In this way, we are able to identify which guests came from Roseville and then track the cost associated with serving those guests. The Gathering Inn participates in the Coordinated Entry System which refers guests to our program through a centralized referral system. However, because The Gathering Inn has become a hub for homeless services in Placer County & specifically Roseville, other non-profit providers, local police departments and social service agencies also refer Roseville homeless guests to us directly.

15. List all City of Roseville funding received within the last three (3) years including funding amount and status.

List as follows: PROGRAM/PROJECT NAME, SOURCE/TYPE, AWARD AMOUNT, AWARD DATE, EXPENDED AMOUNT, STATUS (planned, underway, complete, or canceled)

2018 - TGI Emergency Shelter Program - City of Roseville CBF \$43,650 - Underway

2018 - TGI Emergency Shelter Program - City of Roseville CDBG - \$15,000 - Underway

2018 - TGI Mental Health Clinician - City of Roseville CDBG - \$15,000 - Underway

2018 - TGI/The Lazarus Project - City of Roseville HPRR - \$126,250 - Total Amount Awarded & Expended = \$126,250 - Complete

2017 - TGI Emergency Shelter Program - City of Roseville CBF \$10,000 - Total Amount Awarded & Expended = \$10,000 - Complete

2017 - TGI Emergency Shelter Program - City of Roseville CDBG \$13,355 - Awarded July 2017 - Total Amount Expended =

\$13,355 - Complete

2017 - TGI Mental Health Clinician - City of Roseville CDBG \$13,357 - Awarded July 2017 - Total Amount Expended = \$13,357 - Complete

2017 - TGI Capital Improvements - City of Roseville CDBG \$23,898 - Awarded July 2017 - Total Amount Expended = \$22,550 - Complete

2017 - TGI/The Lazarus Project - City of Roseville HPRR \$105,000 - Awarded April 2017 - Total Amount Expended = \$105,000 - Complete

October 2016 - TGI Emergency Shelter Program - City of Roseville CDBG \$11,500 - Total Amount Expended = \$11,500 - Complete

October 2016 - TGI Van Expenses - City of Roseville CDBG \$15,000 - Total Amount Expended = \$11,500 - Complete

2016 - TGI Emergency Shelter Program - City of Roseville CBF \$10,000 - Total Amount Expended = \$10,000 - Complete

16. Should the City award less than you have requested, how will this impact the program or project?

Will you accept a lesser amount? Will goals be reduced? Will the program or project not be feasible?

We would sincerely hope the City of Roseville will fully fund this request to ensure it is able to be completed after so many years of concerted effort to bring this project to fruition through other means. We fully recognize the amount of our ask is significant, but also believe these improvements are detrimental to our continued success and are long overdue. If our funding request is approved at a lesser amount, we would work with the selected contractor to determine what portion of the total project could be completed with the funds available, assess how much of the project cost might be able to be covered through TGI general funds and/or work with the City of Roseville to phase the project.

17. Explain how this program or project offers something different from what other agencies may offer, or are currently offering.

Do you coordinate with other agencies to leverage and avoid duplication? What makes you different? Are services targeted to a unique population? Are you uniquely positioned to serve a community because of location, relationships, or staff skills?

The Gathering Inn is unique because we are the only organization in Placer County, and specifically Roseville, that provides services to all demographics of the homeless population including men, women, children and families. No other program in Placer County addresses the needs of each of these demographics under 1 program. With the addition of our Mid Placer program in July 2018, The Gathering Inn has become the largest homeless emergency housing & supportive services provider in Placer County. The collaborative relationships we have built over the history of our organization & especially within the past few years make us uniquely positioned to effectively address homelessness in our community. By serving as a hub for homeless services and providing a central location for other public safety providers, non-profit service providers & government agencies as outlined in question #9 above, services are more efficiently and directly provided to guests. Our outcomes are a reflection of what can be achieved through collaboration and the hard work of our employees and guests.

18. These funds must be used to benefit low and moderate income persons. You must also collect and report demographic information on persons served. Describe your methods for documenting eligibility for services and collecting demographics.

If you are targeting a low-income area, please describe the area and how you determined it is low-income. If you are serving a population that is presumed to be low-income, please describe. Describe the tools you use to report on persons served.

Our organization performs a detailed intake process with all our homeless guests. This intake provides data covering several areas including: sources of income, amount of income, ethnicity, gender and length of homeless situation. This intake process verifies our program participants' low income status. The intake process also provides data regarding our guests' background including; self-reported mental health conditions, whether they have been incarcerated, have been in treatment previously, have an existing medical condition, have a substance abuse problem or have received or are receiving government financial assistance. We would continue to use this system to count & monitor the beneficiaries of our programs. We have been utilizing the HMIS data management system for the past several years and have recently expanded its use to include tracking case management plans, notes & outcomes for our guests. We recently hired a Data Analyst who will be responsible for all guest demographic and statistical reporting to improve the timeliness, accuracy and efficiency of data collection.

19. Are you currently participating in and using HMIS? Are you part of coordinated entry? (HOMELESS)

-answer not presented because of the answer to #1-

20. How many unduplicated persons are you projecting to serve THIS year (Jul-Jun)? How many of those will be Roseville residents?

If not underway, enter 0. Ignore the automatic total under the table you will see in preview and print.

Total unduplicated persons

Roseville unduplicated persons

TOTAL

21. How many unduplicated persons are you projecting to serve NEXT year (Jul-Jun) should you receive this award? How many of those will be Roseville residents?

Ignore the automatic total under the table you will see in preview and print.

450	Total unduplicated persons
360	Roseville unduplicated persons
810.00	TOTAL

22. What is your total cost to serve each unduplicated person? Amount funded by this grant?

Ignore the automatic total under the table you will see in preview and print.

2825	Total cost/person (\$)
849	Cost/person funded by this grant (\$)
3,674.00	TOTAL

23. Describe the primary unit of service you will provide.

You will propose numbers in the following question. Examples include: meals, homes repaired, hours of service provided, shelter nights.

N/A - capital improvement project

24. How many units of service (above) do you propose to provide? How many can be attributed to the funding requested?

N/A	Total units
N/A	Units attributed to funding requested
0.00	TOTAL

25. This request will ... (SERVICES, FACILITIES, HOMELESS)

Select one

- ☐ Result in an increase in the current level of service provided, or increase the capacity of a facility.
- ☒ Improve access to an existing service, or improve access to an existing facility.
- ☐ Prevent a reduction in the current level of service provided, or reduction in the current capacity of a facility.
- ☐ Correct a currently sub-standard level of service, or correct a sub-standard condition in a facility.

26. Describe all planning/predevelopment steps that have been completed to date. (FACILITIES)

Architectural plans, engineering, land use approvals, permits, funding commitments, etc.

Please see above answers to Questions #2 and #4.

27. Is this project a multi-phased activity? (FACILITIES)

If yes, enter the date all phases will be completed in the space provided.

- ☒ No
- ☐ Yes, explain:

28. Is this a new program/service, or an expansion or continuation of an existing program/service? (SERVICES, HOMELESS, ECONOMIC DEVELOPMENT)

-answer not presented because of the answer to #1-

29. Enter the number of full-time and part-time jobs that will be created or retained. (ECONOMIC DEVELOPMENT)

-answer not presented because of the answer to #1-

30. Enter the number of full-time and part-time jobs that will be created or retained FOR LOW-INCOME PERSONS. (ECONOMIC DEVELOPMENT)

-answer not presented because of the answer to #1-

31. Provide any additional information in the space below that you would like to be considered for this proposal.

If none, enter "none."

None.

32. Have you completed the budget tab?

- ☒ Yes

33. Have you uploaded all required documents?

- ☒ Yes

Program/Project Budget [top](#)

Revenue/Sources	Prior (Actual)	Current (Budgeted)	Proposed
City of Roseville (this request)	\$ 0.00	\$ 325,000.00	\$ 325,000.00
Sutter & Kaiser Hospitals	\$ 165,046.00	\$ 318,000.00	\$ 318,000.00
Investment/Interest Income/Office Rental	\$ 3,098.00	\$ 2,460.00	\$ 2,460.00
Corporation/Foundation Funding	\$ 120,036.00	\$ 107,000.00	\$ 107,000.00
Individual Contributions/Day Porter Program	\$ 205,934.00	\$ 212,980.00	\$ 212,980.00
Church Contributions	\$ 43,932.00	\$ 45,000.00	\$ 45,000.00
In-Kind Support (\$109,500)			
Fundraisers	\$ 106,743.00	\$ 177,200.00	\$ 177,200.00
Federal and Local Government Funding	\$ 607,523.00	\$ 648,492.00	\$ 648,492.00
WPC-ICP	\$ 143,706.00	\$ 264,000.00	\$ 264,000.00
Total	\$ 1,396,018.00	\$ 2,100,132.00	\$ 2,100,132.00

Expenses/Uses	Prior (Actual)	Current (Budgeted)	Proposed
Salaries	\$ 522,202.00	\$ 688,260.00	\$ 688,260.00
Payroll Taxes, Benefits, Payroll Fees & Mileage Reimbursements	\$ 107,511.00	\$ 152,908.00	\$ 152,908.00
Professional Fees (Consultants & Contractors - Audit)	\$ 8,803.00	\$ 35,000.00	\$ 35,000.00
Day Porter	\$ 33,637.00	\$ 36,600.00	\$ 36,600.00
Rent/Utilities/Maintenance	\$ 90,990.00	\$ 79,400.00	\$ 79,400.00
Printing/Supplies/Postage	\$ 13,986.00	\$ 16,730.00	\$ 16,730.00
Equipment	\$ 34,466.00	\$ 48,050.00	\$ 48,050.00
Depreciation	\$ 47,000.00	\$ 60,000.00	\$ 60,000.00
Fundraising	\$ 54,049.00	\$ 69,700.00	\$ 69,700.00
Insurance	\$ 59,041.00	\$ 43,200.00	\$ 43,200.00
Interim Care Programs	\$ 267,977.00	\$ 299,240.00	\$ 299,240.00
Program Supplies (includes RRH)	\$ 24,694.00	\$ 78,050.00	\$ 78,050.00
Capital Improvements Cost	\$ 0.00	\$ 325,000.00	\$ 325,000.00
Total	\$ 1,264,356.00	\$ 1,932,138.00	\$ 1,932,138.00

Current less Prior **\$ 704,114.00**

Change from Prior (Actual) to Current (Budgeted)

Proposed less Current **\$ 0.00**

Change from Current (Budgeted) to Proposed

Program/Project Budget Narrative

* In-kind support - this figure represents the approx. cost of feeding our guests each night which is donated by our host churches (365 days per year X \$300 per day). This figure does not take into account the countless other in-kind donations of time & resources we receive through our extensive volunteer base & support from local citizens & businesses.

* Rent/Utilities/Maintenance - TGI secured a fixed rate loan for our 201 Berkeley Avenue campus in 2015, allowing us to own the property & structures at that address.

* Equipment - cost shown represents the total cost of maintaining buses & van which transport our guests to host churches each night.

* Insurance - cost shown represents total amount of liability & workers compensation insurance.

* Interim Care Programs - costs shown for Interim Care Programs operated in Auburn - cost covered through Sutter & Kaiser Hospitals & Placer County WPC.

* While our program & agency budgets project a more significant positive net income balance than in prior years, it is important to note we recently became aware of critical equipment needs that will have to be addressed before September 2019 & aren't yet included in our current budget. We will be required by the DOT to acquire a new bus that is compliant with DOT and emissions requirements prior to this date - the estimated replacement cost is anywhere between \$60K- \$200K. Having a compliant bus to transport guests through our nomadic model in South Placer is critical to our program.

[illegible]

Documents Requested *

Agency Adopted Budget for current year

Program/Project Proposed Budget

[download template](#)

Current Organizational Chart

Authorized Signatory Page

[download template](#)

Collaborator Commitment Letter(s)

Award Letter(s)

Other documents

Required? **Attached Documents ***

✓ Agency Budget

Program Budget

✓ Org Chart

✓ Authorized Signatory

Resumes & Job Descriptions

TGI Narrative History

** ZoomGrants™ is not responsible for the content of uploaded documents.*

Application ID: 136305

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EXHIBIT “A-1”

SCOPE OF SERVICES

Agency Name:	The Gathering Inn
Program Title:	Bathroom and shower renovation project
Amount of Request:	\$325,000
Amount of Award:	\$326,528
Number/type of annually unduplicated Persons/Households to Be Assisted:	360 homeless persons
Improvements to complete:	Completion of the renovation of the two bathroom/shower facilities on site
Target date to complete:	03/31/2020
Location:	201 Berkeley Avenue, Roseville, CA 95678
Eligible Activity:	§570.201 (c) Public facilities and improvements
National Objective:	§570.208 (a) (2) LMC Low/mod limited clientele benefit

Description of Eligible Activities funded by Grant: The shelter supports emergency overnight shelter serving Roseville's homeless population. The shelter provides on-site services 365 days a year to address the needs of the homeless guests that have been barriers to good health, employment and stable permanent housing. These services include basic needs such as showers, clean clothing, hot meals, and overnight shelter, as well as expanded services including medical and dental care, case management, substance abuse programs, Life Skills classes and mental health services.

Funds will support the renovation of the bathroom and shower facilities at 201 Berkeley Avenue. The renovation project will address current building code, accessibility and capacity issues with the facility's bathrooms and showers. This project will address the safety of the homeless guests, as the facility is more than 70 years old and has not seen significant remodeling or renovation in some time. The bathroom and shower facilities have been used by an average of 60 guests per day, 365 days per year, for more than 10 years. The \$325,000 award will fund the renovation of the bathroom and shower facilities, including the contractor, architect, and the portable showers that will be necessary during the renovation. The award will also fund the utilization of a project manager in order to ensure compliance with federal funding requirements, including contractor outreach, prevailing wage compliance, and conducting employee interviews.

Reporting: Subrecipient will complete and submit quarterly reports using ZoomGrants. Reports are due by the end of the month following the completion of the quarter.

In addition, Subrecipient will report on the progress made towards completing the work. This reporting will be provided with the reimbursement request as a condition of reimbursement.

Documentation of Eligibility: This activity is eligible for CDBG funding as a public service that serves homeless persons. The Subrecipient must collect documentation that shows all persons served are homeless. The Subrecipient must also collect information on the race, ethnicity, and age of those served. The City will provide the format for collecting and reporting information.

Use of Funds: CDBG funds may only be used to reimburse the Subrecipient for those costs shown in EXHIBIT "A-2." All costs must be directly related to the provision of services. Reimbursement request must be supported with appropriate documentation. For example, labor costs must be supported with timesheets.

Timely Performance and Expenditure: Progress towards meeting goals for persons served, units of service, and funds expended will follow the schedule shown in EXHIBIT "A-2." Reimbursement requests will be submitted by the end of the month following the completion of the quarter for all expenses within the quarter.

EXHIBIT “A-2”

2019-20 CDBG Program

Subrecipient:

Program/project:

Award:

Project

Activity

The Gathering Inn Bathroom and shower renovation project	\$ 326,528.00
	2019-03

Line item description of cost	Total program	CDBG	Other funds
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[illegible]

Total	\$ 326,528.00	\$ 326,528.00	\$ -
Balance of CDBG award (should = 0)			

Percent expended				100.0%
Beneficiaries planned/actual/percent		360	360	100.0%
Service units planned/actual/percent		1	1	100.0%

Balance	Total	Q1	Q2	Q3	Q4
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[illegible]

-	(326,528.00)	-	(163,264.00)	(163,264.00)
-				

0	360	0	360	0
0	1	0	1	0

EXHIBIT “B”



FY 2019 INCOME LIMITS DOCUMENTATION SYSTEM

[HUD.gov](#) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

FY 2019 Income Limits Summary

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

FY 2019 Income Limit Area	Median Family Income Explanation	FY 2019 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Sacramento-- Roseville-- Arden-Arcade, CA HUD Metro FMR Area	\$83,600	Very Low (50%) Income Limits (\$) Explanation	29,300	33,450	37,650	41,800	45,150	48,500	51,850	55,200
		Extremely Low Income Limits (\$)* Explanation	17,600	20,100	22,600	25,750	30,170	34,590	39,010	43,430
		Low (80%) Income Limits (\$) Explanation	46,850	53,550	60,250	66,900	72,300	77,650	83,000	88,350

NOTE: Placer County is part of the **Sacramento--Roseville--Arden-Arcade, CA HUD Metro FMR Area**, so all information presented here applies to all of the **Sacramento--Roseville--Arden-Arcade, CA HUD Metro FMR Area**. HUD generally uses the Office of Management and Budget (OMB) area definitions in the calculation of income limit program parameters. However, to ensure that program parameters do not vary significantly due to area definition changes, HUD has used custom geographic definitions for the **Sacramento--Roseville--Arden-Arcade, CA HUD Metro FMR Area**.

The **Sacramento--Roseville--Arden-Arcade, CA HUD Metro FMR Area** contains the following areas: El Dorado County, CA; Placer County, CA; and Sacramento County, CA.

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2019 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated [FY 2019 Fair Market Rent documentation system](#).

For last year's Median Family Income and Income Limits, please see [here](#):

EXHIBIT “C”

Title 29: Labor

PART 5—LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION (ALSO LABOR STANDARDS PROVISIONS APPLICABLE TO NONCONSTRUCTION CONTRACTS SUBJECT TO THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT)

§5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in §5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.* The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.* (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon

Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If

the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees*—(i) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees*. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) *Contract Work Hours and Safety Standards Act.* The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or §4.6 of part 4 of this title. As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each

calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

Paragraph	OMB Control No.
(a)(1)(ii)(B)	1235-0023
(a)(1)(ii)(C)	1235-0023
(a)(1)(iv)	1235-0023
(a)(3)(i)	1235-0023
(a)(3)(ii)(A)	1235-0023
	1235-0008
(c)	1235-0023

[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008; 81 FR 43450, July 1, 2016; 82 FR 2225, 2226, Jan. 9, 2017; 83 FR 12, Jan 2, 2018; 84 FR 218, Jan. 23, 2019]

RECORDING REQUESTED BY,
MAIL TAX STATEMENTS TO
AND WHEN RECORDED MAIL TO:

City of Roseville
316 Vernon Street, Suite 150
Roseville, CA 95678
Attn: Housing Program Manager

Exempt from recording fee (Govt. Code § 6103 and § 27383)

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Space above this line reserved for use by Recorder's Office

**DEED OF TRUST, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT ("Deed of Trust") is made this _____ day of _____, by The Gathering Inn, a California nonprofit corporation ("Trustor"), to Placer Title Company, a California corporation, as trustee ("Trustee"), for the benefit of the CITY OF ROSEVILLE, a municipal corporation ("Beneficiary"). Trustor is granting this Deed of Trust on Trustor's property located at 201 Berkeley Avenue Roseville, CA 95678 and APN 012-046-034-000 (the "Property") to provide collateral for, among other things, Beneficiary's financial assistance in the renovation of the bathroom and shower facilities at the Property, to be governed by a Regulatory Agreement ("Regulatory Agreement") and the Regulatory Agreement executed by Beneficiary and Trustor, and to secure the promises made under said Regulatory Agreement. The Property shall be operated as required by the Regulatory Agreement. This Deed of Trust is being executed in order to secure Beneficiary's interest as a governmental agency in ensuring both that Community Development Block Grant (CDBG) funds granted for the improvement of the Property are used in accordance with 2 CFR Part 200 regulations and CDBG Guidelines, and that the Property is operated in a manner consistent with the use of federal funds and public interest.

GRANT IN TRUST

1. **Grant.** Trustor, in consideration of the financial assistance referred to below, hereby irrevocably grants and conveys to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, all of Trustor's interest in the Property, more particularly described in the attached Exhibit A, and incorporated herein by this reference.

TOGETHER WITH all interest, estates, or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property; all buildings, structures, fixtures, improvements, signs, and landscaping now or hereafter erected or located on the Property, including all equipment and machinery used for supplying or distributing heating, cooling, electricity, gas, water, air, and light, all kitchen and laundry appliances such as washers, dryers, refrigerators, garbage disposals, ovens, ranges, dishwashers, all plumbing and bathroom fixtures, all security and access control equipment, fire prevention and extinguishment equipment, elevators, floor coverings, window coverings, paneling, cabinets, (provided, however, that Trustor shall have the right to remove, if necessary, such fixtures, furnishings, and equipment for the purpose of replacement with similar items of the same quality performing the same functions, which replacements shall themselves become part of this grant); all building material and equipment either now or hereafter delivered to the Property and intended to be installed therein or any

such material and equipment purchased with grant proceeds whether or not located on the Property; all reserves, accounts, deferred payments, and refunds relating to development on the Property; all rents and income generated by the property or improvements thereon; all leases, subleases and rental agreements covering the Property or any portion thereof now existing or hereafter entered into, and all interests of Trustor in security deposits, advance rentals, accounts, or payments of similar nature with respect to such leases, subleases, or rental agreements; all easements and rights-of-way appurtenant to the Property, including parking and recreational easements, and all interests of Trustor in any land lying within the right-of-way of any street, sidewalks, and areas of land adjacent to or used in connection with the Property; all development rights and credits, air rights, water rights, and oil, gas, or mineral rights with respect to the Property; all claims or demands with respect to insurance proceeds, and all awards made for a taking by eminent domain; all interests and rights in any private or government grants, subsidies, loans, or other financing with respect to development on the Property; all interests in personal property used in and about the Property (except furniture and other personal property of occupants of dwelling units on the Property); all intangible property and rights relating to the Property or operations on the Property, including trade names, goodwill, trademarks, and service marks; all government permits, approvals, and map rights related to construction on the Property; all architectural, structural, and mechanical plans, specifications, designs, studies, and data with respect to construction of improvements on the Property; all environmental tests, studies and reports with respect to the Property; all current and future claims and rights of action of Trustor against prior owners and operators of the Property, neighboring property owners and operators, tenants and former tenants, consultants, advisors, and other third parties with respect to environmental or Hazardous Materials contamination and cleanup of the Property under any federal, state, or local ordinances, statutes, regulations, or administrative decisions or common law.

All of the foregoing, together with the Property, is herein referred to as the "Security."

OBLIGATIONS SECURED

2. Trustor makes this grant for the purpose of securing the following obligations:
 - A. Performance of every obligation, condition, covenant, or agreement of Trustor contained in the Regulatory Agreement, including all modifications, extensions, and renewals of these obligations; and
 - B. Performance of any other obligation or repayment of any other indebtedness of Trustor to Beneficiary, where such evidence of obligation or indebtedness specifically recites that it is secured by this Deed of Trust; and the Security, whether or not Beneficiary is a party to such agreements.

ABSOLUTE ASSIGNMENT OF RENTS AND RIGHT TO POSSESSION

3. **Assignment.** Trustor hereby assigns to Beneficiary: (a) all of the rents, revenues, profits, and income from the Security, any deposits now or hereafter in Trustor's possession which have been collected with respect to the Security, and any reserve or capital funds now or hereafter held by Trustor with respect to construction or operation of the Security (collectively, the "Rents"); and (b) the right to enter, take possession of and manage the Security; provided however that Trustor shall have, before an Event of Default, the exclusive right to possess the Security and to collect Rents and use them in accordance with the Regulatory Agreement. This assignment is intended to be an absolute and present transfer of Trustor's interest in existing and future Rents, effective as of the date of this Deed of Trust.

4. **Enforcement.** Upon the happening of an Event of Default which has not been cured within sixty (60) calendar days, Beneficiary may, in addition to other rights and remedies permitted by the Regulatory Agreement, including this Deed of Trust, or applicable law: (a) enter upon, take possession of, and manage the Security, either in person as a mortgagee-in-possession, by agent, or by a receiver appointed by a court, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Security; (b) collect all Rents, including those past due and unpaid, and apply the same to pay for the costs and expenses of operation of the Security, including attorneys' fees, and pay off any indebtedness secured by this Deed of Trust, all in such order as Beneficiary may determine; and/or (c) enter upon and take possession of the Security, and complete construction of any improvements on the Security that Beneficiary, in its sole discretion, believes is appropriate. Beneficiary may make, cancel, enforce, and modify leases and rental agreements, obtain and evict tenants, set and modify rent terms, sue for rents due, enter into, modify, or terminate any contracts or agreements, or take any legal action, as it deems necessary with respect to the Rents or to development or operation of the Security in compliance with the Regulatory Agreement, provided that such actions are undertaken in full compliance with the provisions of the Regulatory Agreement, and State and Federal Law.

5. **Appointment of a Receiver.** In any action to enforce this assignment, Beneficiary may apply, at its discretion, for the appointment of a receiver to take possession of the Security and take whatever measures are necessary to preserve and manage the Security for the benefit of Beneficiary and the public interest. Trustor hereby consents to the appointment of a receiver. The receiver shall have all of the authority over the Security that Beneficiary would have if Beneficiary took possession of the Security under this assignment as mortgagee-in-possession, including the right to collect and apply Rents and the right to complete construction of improvements.

6. **No Waiver of Power of Sale.** The entering upon and taking possession of the Security and the collection of Rents shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or notice of default and, notwithstanding the continuance in possession of the Security or the collection and application of Rents, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust or by law upon occurrence of any Event of Default, including the right to exercise the power of sale.

COMMERCIAL CODE SECURITY AGREEMENT

7. **Grant.** This Deed of Trust is intended to be a security agreement and financing statement pursuant to the California Commercial Code for any of the items specified above as part of the Security which under applicable law may be subject to a security interest pursuant to the Commercial Code, and Trustor hereby grants Beneficiary a security interest in said items. Beneficiary may file a copy of this Deed of Trust in the real estate records or other appropriate index as a financing statement for any of the items specified as part of the Security. Trustor shall execute and deliver to Beneficiary, at Beneficiary's request, any financing statements, as well as extensions, renewals, and amendments thereof, and copies of this instrument in such form as Beneficiary may require to perfect a security interest with respect to said items. Trustor shall pay all costs of filing such financing statements and shall pay all reasonable costs of any record searches for financing statements and releases. Without the prior written consent of Beneficiary, Trustor shall not create or permit any other security interest in said items. This Deed of Trust constitutes a fixture filing under Sections 9313 and 9402(6) of the California Commercial Code. Trustor is the record owner in the Property.

8. **Remedies.** Upon Trustor's breach of any obligation or noncompliance with the Regulatory Agreement executed on _____, 20__, Beneficiary shall have the remedies of a secured party under the Commercial Code and at Beneficiary's option, may also invoke the remedies provided for elsewhere in this Deed of Trust with respect to said items. Beneficiary may proceed against the items of real property and personal property specified above, separately or together, and in any order whatsoever.

RIGHTS AND OBLIGATIONS OF TRUSTOR

9. **Performance of Secured Obligation.** Trustor shall perform each obligation secured by this Deed of Trust in a manner consistent with industry standards.

10. **Maintenance of the Security.** Trustor shall, at the Trustor's own expense, maintain, and preserve the Security or cause the Security to be maintained and preserved in good condition, in good repair, and in a decent, safe, sanitary, habitable, and tenantable condition. Trustor shall not cause or permit any violations of any laws, ordinances, regulations, covenants, conditions, restrictions, or equitable servitude as they pertain to improvements, alterations, maintenance or demolition of the Security. Trustor shall not commit or permit waste on or to the Security. Trustor shall not abandon the Security. Beneficiary shall have no responsibility over maintenance of the Security. In the event Trustor fails to maintain the Security in accordance with the standards in this Deed of Trust or the Regulatory Agreement, Beneficiary, after at least thirty (30) calendar days prior notice to Trustor, may, but shall be under no obligation to, make such repairs or replacements as are necessary and provide for payment thereof. Any amount so advanced by Beneficiary, together with interest at a rate of ten (10) percent per annum thereon from the date of such advance (unless payment of such an interest rate would be contrary to applicable law), shall become an additional obligation of Trustor to Beneficiary and shall be secured by this Deed of Trust.

11. **Inspection of the Security.** Trustor shall permit Beneficiary to enter and inspect the Security for compliance with these obligations upon a reasonable advance notice of such visit by Beneficiary to Trustor or Trustor's management agent.

12. **Liens, Encumbrances, and Charges.** Trustor shall discharge any lien or encumbrance not approved by Trustor in writing that may attain priority over this Deed of Trust, as provided for in the Regulatory Agreement.

13. **Defense and Notice of Claims and Actions.** Trustor shall appear in, indemnify and defend, at its own expense, any action or proceeding purporting to affect the Security and/or the rights of Beneficiary. Trustor shall give Beneficiary and Trustee prompt notice in writing of the assertion of any claim, of the filing of any action or proceeding, and of any condemnation offer or action with respect to the Security.

14. **Suits to Protect the Security.** Beneficiary shall have power to institute and maintain such suits and proceedings as it may deem expedient: (a) to prevent any impairment of the Security or the rights of Beneficiary; (b) to preserve or protect its interest in the Security and in the Rents; and (c) to restrain the enforcement of or compliance with any governmental legislation, regulation, or order, if the enforcement of or compliance with such legislation, regulation, or order would impair the Security or be prejudicial to the interest of Beneficiary.

15. **Damage to Security.** Trustor shall give Beneficiary and Trustee prompt notice in writing of any damage to the Security. If any building or improvements erected on the Property is damaged or

destroyed, Trustor shall, at its own cost, repair or restore said buildings and improvements consistent with the original plans and specifications. Such work shall be commenced within thirty (30) calendar days or up to one hundred (180) days with the written approval of City after the damage or loss occurs and shall be completed no later than three hundred sixty (360) calendar days thereafter. All insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if such insurance proceeds are insufficient for such purpose, Trustor shall make up the deficiency.

16. **Title.** Trustor warrants that upon or contemporaneously with funding of the grant and the sale of the Property to Trustor, Trustor lawfully has legal title to the Security without any limitation on the right to encumber.

17. **Granting of Easements.** Trustor may not grant easements, licenses, rights-of-way or other rights in the nature of easements with respect to the Security, without the prior written approval of Beneficiary, except those needed for installation and maintenance of roadways, landscape corridors and utilities including water, gas, electricity, sewer, cable television, telephone, or those required by law, which may be granted by Trustor without the approval of Beneficiary.

18. **Taxes and Levies.** Trustor shall pay prior to delinquency, all taxes, fees, assessments, charges, and levies imposed by any public authority or utility company which are, or may become, a lien affecting the Security. However, Trustor shall not be required to pay any tax, assessment, charge, or levy as long as: (a) the legality thereof shall be promptly and actively contested in good faith and by the appropriate proceedings; and (b) Trustor maintains reserves adequate to pay any contested liabilities. In the event that Trustor fails to pay any of the foregoing items, Beneficiary may, but shall be under no obligation to, pay the same, after Beneficiary has notified Trustor of such failure to pay and Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced by Beneficiary, together with interest thereon from the date of such advance at the rate of interest of ten (10) percent per annum (unless payment of such an interest rate would be contrary to applicable law, in which case interest shall accrue at the highest rate then allowed by applicable law), shall become an additional obligation of Trustor to Beneficiary and shall be secured by this Deed of Trust.

19. **Insurance.** Trustor shall provide such insurance as required under the Regulatory Agreement. In the event Trustor fails to maintain the full insurance coverage required by this Deed of Trust, Beneficiary, after at least seven (7) business days' prior notice to Trustor, may, but shall be under no obligation to, take out the required policies of insurance and pay the premiums on such policies. Any amount so advanced by Beneficiary, together with interest thereon from the date of such advance at the rate of interest of ten (10) percent per annum (unless payment of such an interest rate would be contrary to applicable law, in which case interest shall accrue at the highest rate then allowed by applicable law), shall become an additional obligation of Trustor to Beneficiary and shall be secured by this Deed of Trust.

20. **Definitions of Environmental Terms.** For the purposes of this Deed of Trust, the following terms shall have the following meanings:

A. **Environmental Damages** means all claims, judgments, damages (including without limitation, punitive damages), losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs and expenses of investigation and defense of any claim, whether or not such is ultimately defeated, and of any settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' fees, any of which are actually incurred by City or

Trustee at any time as a result of the existence of any Hazardous Material upon, about, or beneath the Property or migrating or threatening to migrate to or from the Property, or the existence of a violation of Environmental Requirements pertaining to the Property regardless of whether the existence of such Hazardous Materials or the violation of Environmental Requirements arose prior to the present ownership or operation of the Property, and including, without limitation:

i. Damages for personal injury, or injury to Property or natural resources occurring upon or off of the Property, foreseeable or unforeseeable, including, without limitation, lost profits, consequential damages, the cost of demolition and rebuilding of any improvements on Property, interest and penalties including but not limited to claims brought by or on behalf of employees of Trustor, with respect to which Trustor waives, for the benefit of City only, any immunity to which it may be entitled under any industrial or worker's compensation laws;

ii. To the extent that the items of Environmental Damages described elsewhere in this subsection A have not yet been incurred as of the time of payment by Trustor of a claim by City under this subsection A, diminution in the value of the Property (to the extent such diminution results in the City being under-secured);

iii. Fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation, cleanup or remediation of such Hazardous Materials or violation of Environmental Requirements including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remedial, removal, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or reasonably necessary to make full economic use of the Property or any other real property or otherwise expended in connection with such conditions, and including without limitation any attorneys' fees, costs and expenses incurred in enforcing the Regulatory Agreement or collecting any sums due hereunder; and

iv. Liability to any person or entity to indemnify such person or entity for costs expended in connection with the items referenced in subsection iii hereof.

B. Environmental Requirements means all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises and similar items, of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial and administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment, including, without limitation:

i. All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Materials, chemical substances, pollutants, contaminants or hazardous or toxic substances, materials or wastes whether solid, liquid or gaseous in nature, into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, pollutants, contaminants or hazardous or toxic substances, materials, or wastes, whether solid, liquid or gaseous in nature; and

ii. All requirements pertaining to the protection of the health and safety of employees or the public.

C. **Hazardous Materials** means any substance:

i. The presence of which requires investigation or remediation under any federal, state or local statute, regulation, rule, ordinance, order, action or policy; or

ii. Which is or becomes defined as a "hazardous waste" or "hazardous substance" or "pollutant" or "contaminant" under any federal, state or local statute, regulation, rule, or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. Section 9601 et seq. or the Resource Conservation and Recovery Act (CRCRA) (42 U.S.C. Section 6901 et seq.); or

iii. Which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, any State of the United States, or any political subdivision thereof; or

iv. The presence of which on the Property causes or threatens to cause a nuisance upon the Property or to adjacent properties or poses or threatens to pose a hazard to the Property or to the health or safety of persons on or about the Property; or

v. Which contains volatile organic compounds such as gasoline, diesel fuel or other petroleum hydrocarbons; or

vi. Which contains polychlorinated biphenyls (PCBs) or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or

vii. Radon gas.

21. **Environmental Covenants.** Trustor shall at all times comply with the following requirements:

A. **No Use, Disposal or Storage.** Trustor shall not cause, permit or suffer any Hazardous Material (as defined in Section 20) to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, about or beneath the Property or any portion thereof by Trustor, its agents, employees, contractors, invitees, tenants, or any other person, except to the extent commonly used in the day to day construction or operation of the Property and then only so long as in compliance with all Environmental Requirements including these requirements (as defined in Section 20).

B. **Compliance with Environmental Requirements.** Trustor shall not cause, permit or suffer the existence or the commission by Trustor, its agents, employees, or contractors of a violation of any Environmental Requirements upon, about or beneath the Property or any portion thereof and Trustor shall use its best efforts to prevent any such violation of any Environmental Requirements by any invitees, tenants or any other person. Trustor shall notify City in writing of any release of Hazardous Materials at, on, under or within the Property in violation of any Environmental Requirements, or of the presence of Hazardous Materials at the Property in violation of any Environmental Requirements, promptly upon discovery of such release or presence.

C. **Environmental Liens.** Trustor shall not create or suffer to exist with respect to the Property, or permit any of its agents to create or suffer to exist any lien, security interest or other charge or encumbrance of any kind, including without limitation, any lien imposed pursuant to Section 107(f) of the Superfund Amendments and Reauthorization Act (SARA) of 1986 (42 U.S.C. Section 9607(1)) or any similar state statute, and Trustor shall use its best efforts to prevent the creation of any such lien, security interest, charge or encumbrance by any of its tenants and shall not permit any of such tenants to suffer to exist any of such items.

D. **Mitigation.** Notwithstanding the obligation of Trustor to indemnify pursuant to Section 23, Trustor shall, at its sole cost and expense, promptly take all actions required by any federal, state or local governmental agency or political subdivision or reasonably necessary to mitigate Environmental Damages (as defined in Section 20.A) and to allow full economic use of the Property (using the use of the Property as a multi-family housing complex, subject to the terms of the Regulatory Agreement, as the standard for such full economic use), which requirements of necessity arise from the presence upon, about or beneath the Property, of a Hazardous Material or a violation of Environmental Requirements. Such actions, which, except when required by any federal, state or local government agency or political subdivision, Trustor shall be required to take only when reasonable, shall include, but not be limited to, the investigation of the environmental condition of the Property, the preparation of and feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or restoration work, whether on or off of the Property. Trustor shall take all actions necessary to restore the Property to the condition existing prior to the introduction of Hazardous Material(s) upon, about or beneath the Property, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies. Trustor shall proceed continuously and diligently with such investigatory and remedial actions, provided that in all cases such actions shall be in accordance with all applicable requirements of governmental entities. Any such actions shall be performed in a good, safe and workmanlike manner and shall minimize any impact on the business conducted at the Property. Trustor shall pay all costs in connection with such investigatory and remedial activities, including but not limited to all power and utility costs, and any and all taxes or fees that may be applicable to such activities. Trustor shall promptly provide to City copies of testing results and reports that are generated in connection with the above activities. Promptly upon completion of such investigation and remediation, Trustor shall permanently seal or cap all monitoring wells and test holes to industrial standards in compliance with applicable federal, state and local laws and regulations, remove all associated equipment, and restore the Property to the maximum extent possible, which shall include, without limitation, the repair of any surface damage, including paving, caused by such investigation or remediation hereunder.

E. **Notice of Environmental Risks.** If Trustor shall become aware of or receive notice or other communication concerning any actual, alleged, suspected or threatened violation of Environmental Requirements, or liability of Trustor for Environmental Damages in connection with the Property or past or present activities of any person thereon, or that any information supplied to City is not or is no longer accurate in any material respect, including but not limited to notice or other communication concerning any actual or threatened investigation, inquiry, lawsuit, claim, citation, directive, summons, proceeding, complaint, notice, order, writ, or injunction, relating to same, and including without limitation any notice or other communication from any tenant, then Trustor shall deliver to City, within ten (10) calendar days of the receipt of such notice or communication by Trustor, a written description of said violation, liability, correcting information or actual or threatened event or condition, together with copies of any documents evidencing same. Receipt of such notice shall not be deemed to create any obligation on the part of City to defend or otherwise respond to any such notification.

F. **Notice of Test Results.** Trustor shall promptly provide to City the results of any tests and copies of all registration permits regarding any underground storage tanks located on the Property and Trustor shall comply with the same.

G. **Right to Enter and Inspect.** In the event City reasonably believes that there has been a release or threatened release of a Hazardous Material on the Property, or a breach of an Environmental Requirement or in the event of any default under this Deed of Trust, City shall have the right in its sole and absolute discretion, but not the duty, to enter upon the Property at any reasonable time, at the expense of Trustor, to conduct an inspection of the Property including invasive tests and the activities conducted thereon to determine compliance with all Environmental Requirements and the existence of any Environmental damages as a result of the condition of the Property or any surrounding properties and activities thereon. Trustor hereby grants to City, and the agents, employees, consultants and contractors of City, the right to enter upon the Property and to perform such tests on the Property as are necessary to conduct such reviews and investigations in accordance with the preceding sentence. City shall use its best efforts to minimize interference with the business of Trustor and to restore the condition of the Property, but City shall not be liable for any interference caused thereby or failure to restore if City determines in its sole discretion that it is not economically practicable.

H. **Reimbursement of City.** In the event of any default under the Regulatory Agreement or this Deed of Trust, Trustor shall promptly reimburse City for any environmental studies or tests which City deems necessary to ascertain the presence and/or level of any Hazardous Materials on the Property.

22. **Environmental Representations.** Trustor hereby represents and warrants as of the date hereof as follows:

A. **Handling of Hazardous Materials.** Neither Trustor nor, to the best knowledge of Trustor, any previous trustor, tenant, occupant or user of the Property, nor any other person, has engaged in or permitted any operations or activities upon, or any use or occupancy of the Property, or any portion thereof, for the purpose of or in any way involving the handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping or disposal of any Hazardous Materials (whether legal or illegal, accidental or intentional) on, under, in or about the Property, except to the extent commonly used in the day to day operation of the Property and then only as long as in compliance with all Environmental Requirements, or transported any Hazardous Materials to, from or across the Property, nor to the best knowledge of Trustor are any Hazardous Materials presently constructed, deposited, stored, or otherwise located on, under, in or about the Property, nor to the best knowledge of Trustor have any Hazardous Materials migrated from the Property upon or beneath other properties, nor to the best knowledge of Trustor have any Hazardous Materials migrated from other properties upon, about or beneath the Property except as set forth in the Phase I Environmental Report (or any other environmental report) provided to the City.

B. **Compliance with Environmental Requirements.** Existing uses and activities on the Property, including but not limited to the use, maintenance and operation of the Property, and all activities and conduct of business related thereto, comply with all Environmental Requirements, and no activity on the Property constitutes a nuisance or a tortious condition with respect to any third party.

C. **Permits and Authorizations.** Trustor has obtained any or all permits, licenses and other authorizations which may be required under all Environmental Requirements, including laws

relating to emissions, discharges, releases or threatened releases of Hazardous Material into the environment (including ambient air, surface water, ground water or land) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Material. Trustor is in compliance with all terms and conditions of any required permits, licenses and authorizations, and is also in compliance with all other Environmental Requirements.

D. **Notice of Claims or Liability.** Neither Trustor nor, to the best knowledge of Trustor, any prior trustor, occupant or user of the Property has received notice or other communication concerning any alleged violation of Environmental Requirements, or notice or other communication concerning alleged liability for Environmental Damages in connection with the Property, and, to the best knowledge of Trustor after due inquiry, there exists no writ, injunction, decree, order or judgment outstanding, nor any lawsuit, claim, proceeding, citation, directive, summons or investigation, pending or threatened, relating to the ownership, use, maintenance or operation of the Property by any person or entity, or from any alleged violation of Environmental Requirements, or from any suspected presence of Hazardous Material thereon, nor, to the best knowledge of Trustor after due inquiry, does there exist any basis for such lawsuit, claim, proceeding, citation, directive, summons or investigation being instituted or filed.

E. **PCBs and Other Materials Disclosed in Questionnaire.** To the best knowledge of Trustor, there is not constructed, placed, deposited, stored, disposed of nor located on the Property any polychlorinated biphenyls (PCBs) nor transformers, capacitors, ballasts, or other equipment which contains dielectric fluid containing PCBs, or any asbestos or asbestos-containing materials or any insulating material containing urea formaldehyde or any radon gas. To the best knowledge of Trustor, except as has been disclosed to City in writing, no underground improvements, including but not limited to treatment or storage tanks, or water, gas or oil wells are or have been located on the Property.

F. The above representations and warranties contained in this Section shall survive the termination and release of this Deed of Trust and the discharge of Trustor's other obligations hereunder.

23. **Environmental Indemnity.** Trustor agrees to indemnify, reimburse, defend, exonerate, pay and hold harmless (a) City, its affiliates and their respective successors and assigns who acquire all or any portion of the Regulatory Agreement secured by this Deed of Trust or the Property in any manner, including but not limited to, purchase at a foreclosure sale, acceptance of a deed in lieu thereof or otherwise through the exercise of the rights and remedies of City under this Deed of Trust and (b) the directors, officers, shareholders, employees, successors, assigns, agents, contractors, subcontractors, experts, licensees, affiliates, lessees, mortgagees, trustees, and invitees of City and such other persons or entities, from and against any and all Environmental Damages arising from the presence of Hazardous Materials upon, about or beneath the Property or migrating to or from the Property prior to or during Trustor's use or ownership of the Property, or arising in any manner whatsoever out of the violation of any Environmental Requirements pertaining to the Property and the activities thereon, or the breach of any warranty or covenant or the inaccuracy of any representation of Trustor contained in this Deed of Trust unless and to the extent such Environmental Damages exist solely as a result of the gross negligence or willful misconduct of the otherwise indemnified person. This obligation shall include, but not be limited to, the burden and expense of defending all claims, suits and administrative proceedings (with counsel chosen by Trustor and reasonably approved by the indemnified parties), even if such claims, suits or proceedings are groundless, false or fraudulent, and conducting all negotiations of any description, and

paying and discharging, when and as the same become due, any and all judgments, penalties or other sums due against such indemnified persons.

24. **Environmental Remedies Cumulative.** Notwithstanding anything to the contrary in this Deed of Trust, the rights of City and the obligations of Trustor created under the foregoing Sections 20, 21, 22, and 23 shall be in addition to those other rights and obligations, respectively, created or imposed by statutory, common or case law.

25. **Condemnation.** All judgments, awards of damages, settlements, and compensation made in connection with or in lieu of taking any part of or interest in the Security under assertion of the power of eminent domain ("Funds") are hereby assigned to and shall be paid to Beneficiary. Beneficiary is authorized (but not required) to receive any funds and is authorized to apply any such Funds to any indebtedness or obligation secured hereby, in such order and manner as Beneficiary determines. Any part of the Funds may be released to Trustor upon such conditions as Beneficiary may impose for its disposition. Application or release of any Funds shall not cure or waive any default under this Deed of Trust.

26. **Acceleration on Transfer of Security.** In the event that Trustor, without the prior written consent of Beneficiary, sells, agrees to sell, transfers, or conveys its interest in the Security or any part thereof, Beneficiary may at its option declare the Regulatory Agreement secured by this Deed of Trust to be in default, with remedies immediately due and payable.

27. **Reconveyance by Trustee.** This Deed of Trust is intended to continue for the entire term of the Regulatory Agreement. Upon written request of Beneficiary stating that all requirements secured by this Deed of Trust have been fulfilled and all other obligations cured by this Deed of Trust have been discharged, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

DEFAULT AND REMEDIES

28. **Events of Default.** Any of the events listed in the Regulatory Agreement as an Event of Default shall also constitute an Event of Default under this Deed of Trust, including, but not limited to, (a) Trustor's failure to observe or to perform any of its covenants, agreements, or obligations under this Deed of Trust or the Regulatory Agreement (after expiration of applicable cure periods); or (b) Trustor's failure to perform any of its other covenants, agreements, or obligations under any other agreement with respect to the Project or the Security, whether or not Beneficiary is a party to such agreement.

29. **Beneficiary's Remedies.** Upon the happening of an Event of Default which has not been cured within the times and in the manner provided in this Deed of Trust or the Regulatory Agreement, Beneficiary may, in addition to other rights and remedies permitted by the Regulatory Agreement or applicable law, proceed with any of the following remedies:

A. Enforce the assignment of rents and right to possession, as provided for in this Deed of Trust, and/or seek appointment of a receiver to take over possession of the Security and collect rents;

B. Enter the Security and take any actions necessary in its judgment to complete construction on the Security as permitted under assignment of rents and right to possession in this Deed of Trust, either in person or through a receiver appointed by a court;

C. (This section intentionally left blank);

D. Commence an action to foreclose this Deed of Trust pursuant to California Code of Civil Procedure sections 725a, et seq., and/or seek appointment of a receiver from a court of competent jurisdiction with the authority to protect Beneficiary's interests in the Security, including the authority to complete construction of improvements;

E. Deliver to Trustee a written declaration of Default and demand for sale, and a written Notice of Default and election to cause Trustor's interest in the Security to be sold, which notice Trustee or Beneficiary shall duly file for record in the official records of Placer County, and exercise its power of sale as provided for below; or

F. Pursue any other rights and remedies allowed at law or in equity.

30. **Foreclosure by Power of Sale.** Should Beneficiary elect to foreclose by exercise of the power of sale contained in this Deed of Trust, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust, and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Election to Sell as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Security, at the time and place of sale fixed by it in the notice of Sale. The sale of the Security shall be as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine unless specified otherwise by Trustor, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to the purchaser its deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee, or Beneficiary, may purchase at the sale.

Trustee may postpone sale of the Security by public announcement at such time and place of sale, and from time to time may postpone the sale by public announcement at the time and place fixed by the preceding postponement or may, in its discretion, give a new Notice of Sale.

After deducting all reasonable costs and fees of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale as follows: (a) first, to payment of all sums then secured by this Deed of Trust, including financial defaults under the Regulatory Agreement, in such order and amounts as Beneficiary in its sole discretion determines; and (b) the remainder, if any, to the person or persons legally entitled thereto.

31. **Remedies Cumulative.** No right, power, or remedy conferred upon Beneficiary by this Deed of Trust is intended to be exclusive of any other rights, powers, or remedies, but each such right, power, and remedy shall be cumulative and concurrent and shall be in addition to any other right, power, and remedy given hereunder or existing at law or in equity.

GENERAL PROVISIONS

32. **Governing Law.** This Deed of Trust shall be interpreted under and governed by the laws of the State of California, except for those provisions preempted by federal law. However, the laws of the State of California shall not be applied to the extent that they would require or allow the court to use the laws of another state or jurisdiction. Trustor agrees that all actions or proceedings arising in connection with this Deed of Trust shall be tried and litigated only in the Superior Court in and for the County of Placer.

33. **Attorneys' Fees and Costs.** In the event of any Event of Default, or any legal or administrative action is commenced to interpret or enforce the terms of this Deed of Trust, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action. Any such amounts paid by Beneficiary, if it is the prevailing party, shall be added to the indebtedness secured by the lien of this Deed of Trust.

34. **Statement of Obligation.** Beneficiary may collect a fee not to exceed the maximum allowable under applicable law for furnishing a statement of obligations as provided in the California Civil Code.

35. **Time.** Time is of the essence in this Deed of Trust.

36. **Notices, Demands, and Communications.** Formal notices, demands, and communications between Trustor and Beneficiary shall be given by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the principal offices of Trustor and Beneficiary as follows, or if any such office is relocated, to the new address specified by the relocated party:

BENEFICIARY:	ATTN: Economic Development Director City of Roseville 316 Vernon Street, Suite 150 Roseville, CA 95678
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WITH COPY TO:	ATTN: City Attorney City of Roseville 316 Vernon Street, Suite 150 Roseville, CA 95678
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TRUSTOR:	ATTN: Chief Financial Officer The Gathering Inn 201 Berkeley Avenue Roseville, CA 95678
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If the recipient refuses or rejects delivery, notice is deemed complete as of the date on which the Notice is so refused or rejected, as conclusively established by the records of the United States Postal Service or such express courier service.

37. **Binding Upon Successors.** All provisions of this Deed of Trust shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of Trustor, Trustee, and Beneficiary.

38. **Waiver.** Any waiver by Beneficiary of any obligation of Trustor in this Deed of Trust must be in writing. No waiver shall be implied from any delay or failure by Beneficiary to take action on any breach or default of Trustor or to pursue any remedy allowed under this Deed of Trust or applicable law. Any extension of time granted to Trustor to perform any obligation under this Deed of Trust shall not operate as a waiver or release from any of its obligations under this Deed of Trust. Consent by Beneficiary to any act or omission by Trustor shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for Beneficiary's written consent to future waivers.

39. **Amendments and Modifications.** Any amendments or modifications to this Deed of Trust must be in writing, and shall be made only if agreed upon by Trustor and Beneficiary.

40. **[Intentionally left blank]**

41. **Regulatory Agreement Controls.** If there is any contradiction between this instrument and the Regulatory Agreement, the terms of the Regulatory Agreement shall control, except that Trustor shall have no defense or claim that this instrument does not establish a valid lien on the Property or the Security.

42. **Definitions.** Capitalized terms not otherwise defined in this Deed of Trust shall have the same meaning as defined in the Regulatory Agreement.

43. **Proofs of Claim.** In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, recomposition, or other proceedings affecting Trustor, its creditors or its property, Trustee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Beneficiary allowed in such proceedings and for any additional amount which may become due and payable by Trustor hereunder after such date.

44. **Severability.** Every provision of this Deed of Trust is intended to be severable. If any provision of this Deed of Trust is declared to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt or the Security, the unsecured or partially secured portion of the debt and all payments made on the debt (whether voluntary or under foreclosure or other enforcement action or procedure) shall be considered to have been first applied to the payment of that portion of the debt which is not secured by the lien of this Deed of Trust.

45. **Substitution of Trustees.** Beneficiary may, from time to time, appoint another trustee to act in the place of Trustee or any successor. Upon such appointment and without conveyance, the successor trustee shall be vested with all title, powers, and duties conferred upon Trustee. Each such appointment and substitution, shall be made by a written instrument executed by Beneficiary containing reference to this Deed of Trust and its place of record, which, when duly recorded in the Placer County Office of the Recorder shall be conclusive proof of proper appointment of the successor trustee.

46. **Acceptance by Trustee.** Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Except as otherwise provided by law,

Trustee is not obligated to notify any party hereto of pending sale under this Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

47. **Counterparts.** This Deed of Trust and all other agreements executed pursuant to this Agreement may be executed in counterpart originals, each of which shall be deemed an original, but all of which, together shall constitute one and the same instrument.

48. **Lender's Signatory Authority.** Any provision of the Regulatory Agreement and this Deed of Trust, requiring the signature, consent, authorizing waiver, and/or approval of the Beneficiary/City shall mean the signature of the City Manager or his/her designee.

49. **Agreement and Acknowledgement of Contract.** Trustor and Beneficiary acknowledge and agree that this Deed of Trust has been negotiated at arm's length, that each party has been represented by independent counsel and/or has had an opportunity to consult with and be represented by independent counsel, that this Deed of Trust is deemed to be drafted by both parties, that no one party shall be construed as the drafter of this Deed of Trust, and that any rule of construction that ambiguities are to be construed against the drafter shall not apply in the interpretation or construction of this Deed of Trust.

50. **Authority.** The person(s) signing this Deed of Trust hereby represents and warrants that he/she is fully authorized to sign this Deed of Trust on behalf of their respective party and to legally bind such party to the performance of its obligations hereunder.

51. **Nonrecourse.** The obligations of Trustor under this Deed of Trust are limited in the manner and to the extent provided in the Regulatory Agreement and this Deed of Trust.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the date first above written.

TRUSTOR:

The Gathering Inn, a California nonprofit corporation

By: Bonnie L. May

Its: PRESIDENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Placer)

On November 8, 2019 before me, Michael Romanishin, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Bonnie L. Marx,
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

Michael Romanishin
Signature of Notary Public

EXHIBIT A
Legal Description of Property

Lots 14, 15 and 16, Block 39 of the original townsite of the Town (now City) of Roseville, according to the Map thereof on file in the Office of the Recorder of the County of Placer, State of California.

Excepting therefrom any portion of the said lots that lie within the following described property:

Beginning at the Westerly corner of Lot 16 of Block 39, and running Thence northeasterly along the northwesterly line of lots 16, 15 and 14 as distance of 130.00 Feet to the most northerly corner of said Lot 14; Thence southwesterly in a direct line to a Point on the southwesterly line of said Lot 16 which Point is 57.00 Feet southeasterly measured along said southwesterly line of Lot 16, from Westerly corner of Lot 16; Thence northwesterly along said southwesterly line of Lot 16, a distance of 57.00 feet to the point of beginning.

A.P.N.: 012-114-001-000

Also known as: 201 Berkeley Avenue, Roseville, CA

RESOLUTION NO. 19-501

APPROVING A REGULATORY AGREEMENT, BY AND BETWEEN THE CITY OF
ROSEVILLE AND THE GATHERING INN, AND AUTHORIZING THE CITY MANAGER
TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the City of Roseville became a Community Development Block Grant (CDBG) entitlement jurisdiction in 1986, and has traditionally funded housing activities, public facilities and improvements, removal of architectural barriers projects, planning, program administration, and public service activities with CDBG funds; and

WHEREAS, On April 17, 2019, the City Council adopted the FY2019-20 CDBG Annual Action Plan (Resolution 19-140) approving \$326,528.00 in funding for a capital improvement project for The Gathering Inn home located at 201 Berkeley Avenue to renovate the bathroom and shower facilities to address building code, accessibility and capacity issues; and

WHEREAS, the Regulatory Agreement between the City and The Gathering Inn secures The Gathering Inn's obligations to maintain the property as a resource center for homeless/at-risk individuals and families for a term of fifteen (15) years from the date of recordation of the Agreement; and

WHEREAS, the Regulatory Agreement for The Gathering Inn located at 201 Berkeley Avenue, Roseville, CA, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the Regulatory Agreement with The Gathering inn is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to record the Regulatory Agreement at the Placer County Recorder's Office.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

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)
)

Space above this line reserved for use by Recorder's Office

DEFINITIONS

The following terms have the meanings set forth in this section wherever used in this Regulatory Agreement or attached exhibits. Capitalized terms not defined in this Regulatory Agreement shall have the same meaning as defined in the City Documents.

1. **City** means the City of Roseville, California, a municipal corporation.
2. **City Documents** means collectively this Regulatory Agreement and the Deed of Trust as they may be amended, modified, or restated from time to time, along with all exhibits and attachments to these documents.
3. **City Manager** means the City of Roseville City Manager or his or her designee.
4. **Deed of Trust** means the Deed of Trust, Assignment of Rents and Security Agreement and Fixture Filing placed on the Property as security for this Regulatory Agreement with Owner as trustor and the City as beneficiary, as well as any amendments to, modifications of, and restatements of said Deed of Trust.
5. **Event of Default** means a breach of or default in a party's obligations under the Regulatory Agreement, and any other instrument which is incorporated in the City Documents.

An Event of Default includes, without limitation, the following:

- A. City discovers that Owner has made any misrepresentations or has intentionally withheld any fact in the making of the CDBG Grant, the knowledge of which could have affected the decision of City to make the CDBG Grant.
- B. Owner defaults or breaches any of the terms of the Deed of Trust or the Regulatory Agreement.
- C. Owner fails to perform any covenant, term or condition in any instrument creating a lien upon the Property which is the security under the Deed of Trust, or any part thereof.
- D. The sale, transfer of title, conveyance or further encumbrance of the Property, whether by sale, exchange, gift, inheritance or other means, without prior written consent of City.
- E. The occurrence of any of the following:
 - i. Owner becoming insolvent or bankrupt or being unable or admitting, in writing, Owner's inability to pay debts as they mature or making a general assignment of or entering into any restructure payment arrangement with creditors.
 - ii. Proceedings for the appointment of a receiver, trustee, or liquidator of the assets of Owner or a substantial part of such assets, being authorized or instituted by or against Owner.

- iii. Proceedings under any bankruptcy, reorganization, readjustment of debt, insolvency, dissolution, liquidation or other similar law of any jurisdiction being authorized or instituted against Owner.

6. **Owner** means the fee title owner of the Property, defined above as The Gathering Inn. The term "Owner" includes any person or entity acquiring fee title to the Property.

7. **Project** means the renovation of the bathroom and shower facilities at the Property to address building code, accessibility and capacity issues, which is the subject of this Regulatory Agreement.

8. **Property** means the real property described in the attached Exhibit A, which is hereby incorporated into this Regulatory Agreement by this reference, and any buildings or improvements now or hereafter situated on such real property.

9. **Qualifying Household** means an individual or household meeting the federal definition of extremely low-income having a household income at or below 80% of area median household income (AMI), as adjusted for household size as published by the Department of Housing and Urban Development (HUD). Income limits are published at <https://www.huduser.gov/portal/datasets/il.html>. The current income limits based on the effective date must be used when qualifying a household.

REPRESENTATIONS

10. **Representations.** As an entitlement community under the federal Community Development Block Grant (CDBG) program, the City will provide Federal CDBG funding in the amount of three hundred twenty-six thousand five hundred and twenty-eight dollars (\$326,528) to complete the Project. This Regulatory Agreement is a substantial part of the consideration to City for making the CDBG funding available to Owner for the purpose of operating a resource center for homeless/at-risk individuals and families. The funds used by the City are federal pass through funds administered by the City and their use is subject to certain requirements, some of which are embodied in this Regulatory Agreement and the Community Development Block Grant Agreement between City and Owner. Therefore, the City has made the CDBG Grant conditioned upon Owner's agreement, for itself and its successors and assigns, to comply with all provisions of this Regulatory Agreement and other documents. Owner has had full opportunity to make itself independently familiar with such limitations and restrictions, and Owner accepts them and agrees to comply fully with them.

OWNER'S OBLIGATIONS

11. **Compliance with City Documents.** Owner's actions with respect to the Property shall at all times be in full conformity with the requirements of the City Documents.

12. **Term of Agreement.** This Regulatory Agreement shall commence upon execution and shall remain in full force and effect until ten (10) years from the recordation date of this Agreement. The obligations in this Regulatory Agreement shall remain effective and fully binding on Owner, and its successors, assigns and heirs, and any subsequent owner of the Property, for this full term regardless of any payment, any reconveyance of a Deed of Trust, or any sale, assignment, transfer, or conveyance of the Property, unless terminated earlier by the City in a recorded document or extended by mutual consent of the parties.

13. **Operation of the Property.** Owner shall operate the Property as a resource center for homeless/at-risk individuals and families for the full term of this Regulatory Agreement. Services shall be limited to Qualifying Households. Owner shall perform an intake process for all guests to determine sources of income, amount of income, ethnicity, gender and length of homeless situation. The intake process shall also aggregate Homeless Management Information System data related to self-reported mental health conditions, prior incarcerations, current medical conditions, substance abuse problems, and current/former government financial assistance. The Property shall never be used as hotel, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, rest home, or trailer park or court.

14. **Lead-Based Paint and Asbestos.** Owner shall comply with the requirements of 24 CFR Part 35 "Lead-based Paint Poisoning Prevention in Certain Residential Structures" and 40 CFR Part 745 "Lead-based Paint Poisoning Prevention in Certain Residential Structures". Owner, and contractors and subcontractors hired by Owner shall not use lead-based paint, asbestos, or asbestos-containing materials in the construction, design, or maintenance of the Property. Owner, and contractors and subcontractors hired by Owner shall comply with the general lead-based paint requirements of 24 CFR 35 and the requirements related to rehabilitation (Subpart J) including lead hazard evaluation, notices to residents, and ongoing lead-based paint maintenance activities. Lead-based paint hazard evaluation and reduction shall only be performed using HUD-approved methods (Subpart R). Owner, and contractors and subcontractors hired by Owner shall comply with the standards for renovation, requirements for disclosure, and training and accreditation requirements at 40 CFR Part 745. All workers and supervisors must be appropriately certified in the lead-paint hazards and safe work practices at 24 CFR 745 to perform the work they are doing. Owner, and contractors and subcontractors hired by Owner shall comply with the standards for demolition and renovation of asbestos-containing materials at 40 CFR 61.145 including appropriate survey, notifications, containment, and worker protection. Owner shall cause this provision to be inserted in all contracts and subcontracts for all work performed on the Project.

15. **Nondiscrimination.** Owner shall not discriminate or segregate in the use or enjoyment of Property on the basis of race, color, ancestry, national origin, religion, sex, sexual preference, age, marital status, family status, source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions, or any other arbitrary basis.

16. **Personal Responsibility and Work Opportunity Act.** Owner shall assure compliance with the obligations imposed by the federal Personal Responsibility and Work Opportunity Act (Public Law 104-193, commonly known as the Welfare Reform Act), which restrict the City funding of federal benefits to persons who are not citizens or qualified aliens as defined in such act.

17. **Operation and Management of Project.** Owner and each of Owner's officers, agents, and/or employees shall diligently operate and manage the Property in substantial conformance with the covenants contained in this Agreement, which shall run with the land and bind all successors-in-interest to the Property.

18. **Maintenance and Security.** Owner shall, at its own expense, maintain the Property in good condition, in good repair, and in a safe, sanitary, and habitable condition for the benefit of the Property's guests. Owner shall not commit or permit any waste on or to the Property, and shall prevent and/or rectify any physical deterioration of the Property. Owner shall maintain the Property in conformance with all applicable state, federal, and local laws, ordinances, codes, and regulations; however, Owner's

maintenance obligations shall not be limited only to the standards contained in these laws or the Management Plan.

In the event the Owner fails to maintain the Property in accordance with these standards and after thirty (30) calendar days prior written notice to Owner, the City or its agent may, but shall be under no obligation to, enter upon the Property, make such repairs or replacements as are deemed necessary in City's reasonable discretion, and provide for payment thereof. Any amount advanced by City to make such repairs, together with interest thereon at the legal rate (unless payment of such an interest rate would be contrary to applicable law, in which case interest shall accrue at the rate then allowed by applicable law), shall become an additional obligation of Owner to City and shall be secured by the Deed of Trust.

Nothing contained in this Section shall be interpreted to place any restriction or limitation on the City's right to take such actions as it deems necessary or proper to protect the health and safety of the public in the proper exercise of the City's authority under federal, state, and local laws.

Inspection and Records. Owner shall maintain records which clearly document Owner's performance of its obligations to operate the Property under the terms of the City Documents. Owner shall submit any records to the City within ten (10) business days of City's request. Owner shall permit City to enter and inspect the Property for compliance with obligations under the City Documents upon five (5) days advance written notice of such visit by City to Owner or Owner's property manager. Further, at the written request of the City, Owner shall, within ten (10) business days following receipt of such request, furnish reports and shall give specific answers to questions upon which information is desired from time to time relative to the income, assets, liabilities, contracts, operations, and condition of the property and the status of the Deed of Trust.

19. **Audit and Inspection.** The Property and all related equipment, buildings, plans, offices, books, contracts, records, documents and other related papers shall at all times be maintained in reasonable condition for audit and shall be subject to examination by the City or its agents. The books and accounts of the operations of the Project and of the Property shall be kept in accordance with generally accepted accounting principles.

20. **Fees, Taxes, and Other Levies.** Owner shall be responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority, utility company, or homeowner or condominium association with respect to the Property, and shall pay such charges prior to delinquency. However, Owner shall not be required to pay any such charge as long as (a) the legality thereof is being contested in good faith and by appropriate proceedings, and (b) Owner maintains reserves adequate to pay any contested liabilities.

21. **Insurance Coverage.** Owner shall cause to have in full force and effect during the term of this Regulatory Agreement insurance coverage as required in Exhibit B.

22. **Property Damage or Destruction.** If any part of the Property is damaged or destroyed, Owner shall, at its own cost and expense, repair or restore the Property consistent with the original condition of the Project. Such work shall be commenced within thirty (30) calendar days, or up to one hundred eighty (180) calendar days with written approval of City, after the damage or loss occurs and shall be completed within three hundred sixty (360) calendar days thereafter. All insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if insurance proceeds are insufficient for such purpose, Owner shall make up the deficiency.

GENERAL PROVISIONS

23. **Transfer and Encumbrance of Property.** Owner shall not transfer the Property, in whole or in part, without the prior written consent of the City and the approval of the Roseville City Council in the form of a resolution. Requests to transfer the Property shall be considered for approval only if the following conditions are satisfied: (A) the receipt by the City of evidence acceptable to the City that (1) the Owner shall not be in default hereunder or the transferee undertakes to cure any defaults of the Owner to the reasonable satisfaction of the City; (2) the continued operation of the Project shall comply with the provisions of the City Documents; (3) either (a) the transferee or its property manager has at least three (3) years' experience in the ownership, operation, and management of similar housing projects, and at least five (5) years' experience in the ownership, operation and management of transitional housing projects containing below-market-rate units, without any record of material violations of discrimination restrictions or other state or federal laws or regulations or local government requirements applicable to such projects, or (b) the transferee agrees to retain a property management firm with the experience and record described in subclause (a) above, or (c) the transferring Owner or its management company will continue to manage the Project, or another management company reasonably acceptable to the City will manage, for at least one (1) year following such transfer and, if applicable, during such period the transferring Owner or its management company will provide training to the transferee and its manager in the responsibilities relating to the Project; and (4) the person or entity that is to acquire the Project does not have relevant pending litigation against it, and does not have a history of significant and material building code violations or complaints concerning the maintenance, upkeep, operation, and Regulatory Agreement compliance of any of its projects as identified by any local, state or federal regulatory agencies; (B) the execution by the transferee of any document reasonably requested by the City to evidence the assumption of the Owner's obligations under this Regulatory Agreement.

Owner shall not transfer or encumber any of the Property or permit the conveyance, transfer, or encumbrance of the Property unless such assignee, transferee or encumbrancer has agreed, in writing and in a form suitable for recordation, to be bound by the terms of this Regulatory Agreement.

24. **Default and Remedies.** In the event of any breach or violation of any agreement, obligation, or warranty under the City Documents, City shall give written notice to Owner by specifying: (a) the nature of the breach or violation, (b) the action required to cure the breach or violation, if an action to cure is possible, and (c) a date, which shall not be less than ninety (90) calendar days from the mailing of the notice, by which such action to cure must be taken, if an action to cure is possible. If Owner fails to cure the breach or violation within the timeframe specified in the notice, or if a cure is not possible, City may proceed with any of the following remedies:

A. Bring an action for equitable relief seeking the specific performance by Owner of the terms and conditions of the City Documents, and/or enjoining, abating, or preventing any violation of said terms and conditions, and/or seeking declaratory relief;

B. After notice provided for herein, make such repairs or replacements to the Property as are necessary and provide for payment thereof; or

C. Foreclose by Power of Sale to recover the Federal CDBG funding in the amount of three hundred twenty-six thousand five hundred and twenty-eight dollars (\$326,528) used to improve the Property;

D. Pursue any other remedy allowed at law or in equity.

The parties agree that the sums and formulas designated herein as liquidated damages represent a reasonable approximation of the damages City is likely to suffer from violations of the respective terms. Owner agrees to pay in full any accrued liquidated damages to City within ten (10) business days of a written demand by City for such payment.

25. **Non-Liability of Officials, Employees, and Agents.** No member, official, director, employee, or agent of City shall be personally liable to Owner or third party beneficiaries for any obligation created under the terms of the City Documents.

26. **Indemnity.** Notwithstanding the insurance coverage required herein, Owner, its successors, assigns and heirs shall defend, indemnify and hold City, its members, officials, directors, employees, and agents, harmless against any losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including attorney's fees) which City may incur as a result of (a) Owner's failure to reasonably perform any material obligations as required by the City Documents; (b) a failure of any of Owner's representations or warranties under the City Documents to be true and complete in any material respect; (c) any material breach, act or omission by Owner, management agent, Owner's contractors, subcontractors, or suppliers with respect to the Project or the Property, and/or (d) any claim related to the Project or Property, except if the loss is caused by the sole negligence or willful misconduct of City. Owner shall pay immediately upon City's demand any amounts owing under this indemnity. The duty of Owner to indemnify includes the duty to defend City in any court action, administrative action, or other proceeding brought by any third party arising from the Project or the Property. Owner's duty to indemnify City shall survive the term of this Regulatory Agreement.

27. **Governing Law.** This Regulatory Agreement shall be interpreted under and governed by the laws of the State of California, except for those provisions preempted by federal law. However, the laws of the State of California shall not be applied to the extent that they would require or allow the court to use the laws of another state or jurisdiction. Owner agrees that all actions or proceedings arising in connection with this Regulatory Agreement shall be tried and litigated only in the Superior Court in and for the County of Placer.

28. **Attorneys' Fees and Costs.** In the event that a legal or administrative action is brought to interpret or enforce the terms of the City Documents, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

29. **Time.** Time is of the essence in this Regulatory Agreement.

30. **Consents and Approvals.** Any consent or approval required under the Regulatory Agreement shall not be unreasonably withheld.

31. **Changes without Consent of Tenants, Lessees, or Others.** Only City and its successors and assigns, and Owner shall have the right to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants or restrictions contained in this Regulatory Agreement without the consent of any easement holder, licensee, other mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Property.

32. **Notices, Demands, and Communications.** Formal notices, demands, and communications between Owner and City shall be given by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the principal offices of Owner and City as follows, or if any such office is relocated, to the new address specified by the relocated party:

CITY:

ATTN: Economic Development Direct
City of Roseville
316 Vernon Street, Suite 150
Roseville, California 95678

WITH A COPY TO:

ATTN: City Attorney's Office
City of Roseville
311 Vernon Street
Roseville, California 95678

OWNER:

ATTN: Chief Financial Officer
The Gathering Inn
201 Berkeley Avenue
Roseville, CA 95678

If the recipient refuses or rejects delivery, notice is deemed complete as of the date on which the Notice is so refused or rejected, as conclusively established by the records of the United States Postal Service or such express courier service.

33. **Binding upon Successors.** All provisions of this Regulatory Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of Owner and City, and shall run with the land for the full term of this Regulatory Agreement, regardless of any reconveyance of the Deed of Trust, or any conveyance or transfer of the Property. Any successor-in-interest to Owner and any purchaser or transferee of the Property shall be subject to all of the duties and obligations imposed on Owner under this Regulatory Agreement for the full term of this Regulatory Agreement. The term "Owner" as used in this Regulatory Agreement shall include all such assigns, successors-in-interest, and transferees.

34. **Relationship of Parties.** The relationship of Owner and City for this Project during the term of this Regulatory Agreement shall not be construed as a joint venture, equity venture, or partnership. City neither undertakes nor assumes any responsibility or duty to Owner or to any third party with respect to the operation of the Property or the actions of Owner. Except as City may specify in writing, Owner shall have no authority to act as an agent of City or to bind City to any obligation.

35. **Waiver.** Any waiver by City of any obligation in this Regulatory Agreement must be in writing. No waiver will be implied from any delay or failure by City to take action on any breach or default of Owner or to pursue any remedy allowed under this Regulatory Agreement or applicable law. Any extension of time granted to Owner to perform any obligation under this Regulatory Agreement shall not operate as a waiver or release from any of its obligations under this Regulatory Agreement. Consent by City to any act or omission by Owner shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for City's written consent to future waivers.

36. **Other Agreements.** Owner represents that it has not entered into any agreements that would restrict or compromise its ability to comply with the terms of this Regulatory Agreement or City Documents. Owner shall not enter into any agreements that are inconsistent with the terms of this Regulatory Agreement without a written waiver by City, which shall not be unreasonably withheld.

37. **Amendments and Modifications.** Any amendments or modifications to this Regulatory Agreement must be in writing, and shall be effective only if executed by both Owner and City.

38. **Severability.** Every provision of this Regulatory Agreement is intended to be severable. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

SPECIAL PROVISIONS

39. **Agreement and Acknowledgement of Agreement.** City and Owner acknowledge and agree that this Agreement has been negotiated at arm's length, that each party has been represented by independent counsel and/or has had an opportunity to consult with and be represented by independent counsel, that this Agreement is deemed to be drafted by both parties, that no one party shall be construed as the drafter of this Agreement, and that any rule of construction that ambiguities are to be construed against the drafter shall not apply in the interpretation or construction of this Agreement.

40. **Authority.** The person(s) signing this Regulatory Agreement hereby represents and warrants that he/she is fully authorized to sign this Regulatory Agreement on behalf of their respective party and to legally bind such party to the performance of its obligations hereunder.

[Remainder of Page Intentionally Left Blank]

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 Owner has caused this Agreement to be executed.

CITY:

CITY OF ROSEVILLE,
a California municipal corporation

By: _____
Dominick Casey
City Manager

Approved as to form:

By: _____
Robert R. Schmitt
City Attorney

Attest:

By: _____
Sonia Orozco
City Clerk

Approved as to substance:

By: _____
Laura Wilkie
Economic Development Director

ALL SIGNATURES MUST BE NOTARIZED

OWNER:

THE GATHERING INN, a California nonprofit
corporation

By: Bonnie L. May

Its: PRESIDENT

By: Lisa Ann Frank

Its: CFO

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE§ 1189

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

State of California)
County of Placer)

On Oct 23, 2019 before me, Laurie P. Breining, notary public
Date Here Insert Name and Title of the Officer

personally appeared Bonnie Lee Marx
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

Laurie P. Breining
Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE§ 1189

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

State of California)
County of Placer)

On Oct 23, 2019 before me, Laurie P. Breining, notary public
Date Here Insert Name and Title of the Officer

personally appeared Lisa Ann Trask
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

Laurie P. Breining
Signature of Notary Public

EXHIBIT A

Legal Description

The land described herein is situated In the State of California, County of Placer, City of Roseville, described as follows:

Lots 14, 15 and 16, Block 39 of the original townsite of the Town (now City) of Roseville, according to the Map thereof on file in the Office of the Recorder of the County of Placer, State of California.

Excepting therefrom any portion of the said lots that lie within the following described property:

Beginning at the Westerly corner of Lot 16 of Block 39, and running Thence northeasterly along the northwesterly line of lots 16, 15 and 14 as distance of 130.00 Feet to the most northerly corner of said Lot 14; Thence southwesterly in a direct line to a Point on the southwesterly line of said Lot 16 which Point is 57.00 Feet southeasterly measured along said southwesterly line of Lot 16, from Westerly corner of Lot 16; Thence northwesterly along said southwesterly line of Lot 16, a distance of 57.00 feet to the point of beginning.

A.P.N.: 012-114-001-000

Also known as: 201 Berkeley Avenue, Roseville, CA

EXHIBIT B
Insurance Requirements

OWNER agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate

A. Form. OWNER 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. OWNER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds. Such insurance shall specifically cover the contractual liability of OWNER. The additional insured coverage under the OWNER policy shall be primary and noncontributory, 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. OWNER shall provide ten (10) calendar 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. OWNER 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, OWNER shall require its subcontractors to agree to be bound to OWNER and CITY in the same manner and to the same extent as OWNER is bound to CITY under this Agreement. Additionally, OWNER 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. OWNER hereby agrees to waive subrogation which any insurer of OWNER may acquire from OWNER 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 worked performed by OWNER, its employees, agents and subcontractors.

H. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve OWNER 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.

EXHIBIT C
Certificate of Compliance with Labor Code § 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I have complied or will comply with such provisions before commencing the performance of the work of this Agreement. (Cal. Labor Code §§1860, 1861.)

OWNER

By:

Bernie L. May

Its:

PRESIDENT

EXHIBIT D

Owner Release from Liability and Indemnification for Worker's Compensation Coverage

I declare under penalty of perjury that I am a sole proprietor, partnership, or non-profit and, as such, I do not employ any employees. I fully understand that if I hire any employees during the term of this contract, that I must abide by the laws and regulations of the State of California regarding Workers' Compensation insurance. At such time, I will provide the City of Roseville evidence of such Workers' Compensation coverage in compliance with the terms of this contract.

Should I fail to secure Workers' Compensation coverage as required by the State of California, I will release, hold harmless, defend and indemnify the City of Roseville from and against any damage, liability, claim, cause of action and any other loss, including without limitation, court costs, reasonable attorney's fees and costs resulting from any failure to take and/or maintain Workers' Compensation insurance as required by law. The provisions of this Exhibit shall survive termination, suspension and/or completion of this contract.

It is further understood and agreed that this release and assumption of risk is to be binding on my heirs and assigns.

OWNER

By: Bonnie L. May

Its: PRESIDENT



COUNCIL COMMUNICATION

CC #: 0428

File #: 0113-02 & 0709

Title: Solar Installation Project – Community Development Block Grant Agreement and Regulatory Agreement

Contact: Kristine Faelz 916-774-5451 kpfaelz@roseville.ca.us

Meeting Date: 11/20/2019

Item #: 10.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Adopt a resolution to approve a Community Development Block Grant (CDBG) Agreement with Advocates for Mentally Ill Housing, Inc. (AMIH) for a solar installation project at 319 Main Street, and authorize the City Manager to execute it; and
2. Adopt a resolution to approve a Regulatory Agreement with AMIH for the property located at 319 Main Street and authorize the City Manager to execute it. Additionally, direct the City Clerk to record the Regulatory Agreement with the Placer County Recorder's Office.

BACKGROUND

The City of Roseville became a CDBG entitlement jurisdiction in 1986, and has traditionally funded housing activities, public facilities and improvements, removal of architectural barriers projects, planning, program administration, and public service activities with CDBG funds. Since 1986, the City has received thirty-three (33) CDBG allocations totaling \$15,679,846. The allocation received for the FY2019-20 CDBG program year totaled \$651,910.00, which is being used to fund a variety of public service activities and capital improvement projects for non-profit agencies.

On April 17, 2019, the City Council adopted the FY2019-20 CDBG Annual Action Plan (Resolution 19-140) approving \$85,500.00 in funding for a capital improvement project for the AMIH home located at 319 Main Street. The project scope includes the installation of a rooftop solar system. The 319 Main Street home currently operates as permanent supportive housing for homeless individuals with mental illness. The attached Regulatory Agreement between the City and AMIH secures AMIH's obligations to maintain the property as permanent supportive housing for homeless individuals with mental illness for a term of fifteen (15) years from the date of recordation of the Agreement. The purpose of this Regulatory Agreement is to regulate and restrict the operation, ownership, and management of the Property for the benefit of its residents and residents of the City, and in accordance with CDBG regulations and Uniform Administrative Requirements.

FISCAL IMPACT

The CDBG funding is provided as a federal grant to the City. These grants are used to offset potential costs to the General Fund and to serve the community. Funding for the AMIH capital improvement project was approved with the adoption of the FY2019-20 CDBG Annual Action Plan. This item does not impact the City's General Fund.

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, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of a CDBG and Regulatory Agreement between the City and AMIH meets the above criteria, and no additional environmental review is required.

Respectfully Submitted,

Kristine Faelz, Housing Analyst

Laura Matteoli, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-489

AMIH CDBG Agreement

Resolution No. 19-490

AMIH Regulatory Agreement

RESOLUTION NO. 19- 489

APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT,
BY AND BETWEEN THE CITY OF ROSEVILLE AND ADVOCATES FOR MENTALLY
ILL HOUSING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Community Development Block Grant Agreement for the Main Street
Solar Project, by and between the City of Roseville and Advocates for Mentally Ill Housing,
Inc., has been reviewed by 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

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT

FOR MAIN STREET SOLAR PROJECT

Grant No. B-19-MC-06-0043

CFDA 14.218

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY") and Advocates for Mentally Ill Housing, Inc., a California nonprofit corporation ("SUBRECIPIENT").

W I T N E S S E T H:

WHEREAS, SUBRECIPIENT is a nonprofit corporation organized under the laws of the State of California and qualifying for federal tax exempt status; and

WHEREAS, CITY has allocated Community Development Block Grant (CDBG) funds for Main Street solar project; and

WHEREAS, SUBRECIPIENT has submitted an Application for Community Development Block Grant Funding Request for 2019/2020 for Main Street solar project; as identified on the application, which is dated February 7, 2019. A copy is attached hereto as EXHIBIT "A" and incorporated herein by this reference; and

NOW, THEREFORE, the parties agree as follows:

1. Grant. CITY hereby authorizes a grant to SUBRECIPIENT in the amount of eighty-five thousand five hundred dollars (\$85,500.00). The grant shall be payable on a reimbursement basis after execution of this Agreement.

2. Services. SUBRECIPIENT shall perform the services within the limitations of this Agreement as described in EXHIBIT "A" and as modified in EXHIBIT "A-1," attached hereto and incorporated herein by this reference. These services shall be performed in a manner satisfactory to CITY's Economic Development Director.

3. Term. This Agreement shall be for a period commencing on July 1, 2019, and ending on June 30, 2020.

4. Terms of Agreement Prevail. SUBRECIPIENT shall comply with all the terms and conditions of EXHIBIT "A," EXHIBIT "A-1" and this Grant Agreement. In the event of any discrepancy between the terms of this Grant Agreement and those of EXHIBIT "A," the terms of this Grant Agreement shall prevail. In the event of any discrepancy between the terms of EXHIBIT "A" and of EXHIBIT "A-1," the terms of EXHIBIT "A-1" shall prevail.

5. Use of Funds. Use of funds allocated hereunder to SUBRECIPIENT shall be subject to the following express terms and conditions:

A. SUBRECIPIENT shall use all funds provided pursuant to this Agreement exclusively for performing the services detailed in EXHIBIT "A", as modified by EXHIBIT "A-1" and the express terms of this Agreement, based on the details provided in EXHIBIT "A-2" Budget, attached hereto and incorporated herein by this reference.

B. No funds paid by CITY hereunder shall be used directly or indirectly by SUBRECIPIENT for any lobbying or political activity whatsoever.

C. SUBRECIPIENT shall use all moneys received pursuant to this Agreement in conformity with the applicable provisions of 24 CFR Part 570, issued by the United States Department of Housing and Urban Development (HUD) (Administrative Regulations for Community Block Grants) (provided to SUBRECIPIENT electronically) and the applicable provisions of 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (provided to SUBRECIPIENT electronically), and with the Income Limits as set forth in EXHIBIT "B," attached hereto and incorporated herein by this reference.

6. Funds to be Expended During Current Fiscal Year. The grant shall be payable only from the Community Development Block Grant fund. The grant is made only for the current fiscal year. All funds received by SUBRECIPIENT under this Agreement shall be spent prior to the end of the current fiscal year. All funds not spent within the current fiscal shall be returned to CITY within thirty (30) calendar days after the conclusion of the current fiscal year.

No other fund of CITY, including without limitation its general fund, shall be liable for any payment under this Grant Agreement, nor is the taxing power of CITY pledged in any manner.

7. SUBRECIPIENT as Independent Entity. SUBRECIPIENT and the agents or employees of SUBRECIPIENT shall act in an independent capacity and not as officers, employees or agents of CITY in performance of this Grant Agreement.

8. Termination.

A. Either party shall have the right to terminate this Agreement upon thirty (30) calendar days written notice thereof being served on the other party.

B. In the event that CITY receives communication from the federal government that funds available to CITY under the Community Development Block Grant Program are to be reduced or withdrawn by the federal government, CITY may at its option terminate this Agreement immediately.

C. If, through any cause, SUBRECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if SUBRECIPIENT shall violate any of the covenants, requirements or stipulations of this Agreement, CITY shall thereupon have the right to terminate this Agreement by giving at least five (5) calendar days written notice to SUBRECIPIENT of such termination, specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, photographs, and reports prepared by the SUBRECIPIENT under this Agreement shall, at the option of CITY, become property of CITY and SUBRECIPIENT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of termination. Notwithstanding the above, SUBRECIPIENT shall not be relieved of liability to CITY for damages sustained by CITY or others by virtue of any breach of this Agreement by SUBRECIPIENT. CITY may withhold any payment to SUBRECIPIENT for the purpose of set-off until such time as the exact amount of damages due CITY from SUBRECIPIENT is determined.

9. No Assignment. This Agreement is not assignable by SUBRECIPIENT either in whole or part, without the express written authorization of CITY.

10. Time is of the Essence. Time is of the essence of this Agreement.

11. All Terms to be in Writing. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral

understanding or agreement not incorporated herein shall be binding on either of the parties hereto.

12. Records.

A. SUBRECIPIENT shall maintain all necessary books and records, including property, personnel and financial records, in accordance with requirements prescribed by HUD or CITY with respect to all matters covered by this Agreement. Except as otherwise authorized by HUD, such records shall be maintained for a period of four (4) years after receipt of the final payment under this Agreement, or five (5) years after the resolution of any dispute regarding this Agreement, whichever is later.

B. SUBRECIPIENT shall document all expenditures under this Agreement with properly executed payroll, time records, invoices, contracts, vouchers, or other official documentation evidencing in appropriate detail the nature and propriety of the charges. All checks, payroll, invoices, contracts, vouchers, orders, or other documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

C. SUBRECIPIENT shall, at such time and in such forms as HUD or CITY may require, furnish HUD or CITY statements, records, reports, data and information pertaining to matters covered by this Agreement. SUBRECIPIENT shall file Quarterly Reports no later than 30 calendar days after the end of each fiscal year quarter, (October 30, 2019, January 30, 2020, April 30, 2020 and July 30, 2020). SUBRECIPIENT shall provide Quarterly Reports to CITY in the form and manner directed by CITY, and as may be described in EXHIBIT "A-1."

D. Upon request for examination by CITY, SUBRECIPIENT shall, at any time during normal business hours, make available all of its records with respect to all matters

covered by this Agreement. SUBRECIPIENT shall permit CITY to audit, examine and make excerpts or transcripts from these records.

13. Allowability of Expenditures. SUBRECIPIENT shall accurately document each transaction to permit the determination, through an audit if requested by CITY, of the accuracy of the records and the allowability of expenditures charged to grant funds. If the allowability of an expenditure cannot be determined because records or documentation are inadequate, the questionable expenditure shall be disallowed. In such case, SUBRECIPIENT shall reimburse CITY the amount of any disallowed expenditure. Determination by CITY of the allowability of any expenditure shall be final.

14. Program income. Unless otherwise allowed by amendment of this Agreement, SUBRECIPIENT shall remit all program income received to CITY. SUBRECIPIENT shall remit program income to CITY not less than quarterly. Any program income on hand when this Agreement expires, or received after this Agreement's expiration, shall be remitted to CITY immediately and in full. Program income is gross income received by SUBRECIPIENT directly generated from the use of CDBG funds. Program income includes, but is not limited to, the following:

- Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
- Proceeds from the disposition of equipment purchased with CDBG funds;
- Gross income from the use or rental of real or personal property acquired by SUBRECIPIENT with CDBG funds, less costs incidental to generation of the income;

- Gross income from the use or rental of real property, owned by SUBRECIPIENT, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;
- Payments of principal and interest on loans made using CDBG funds;
- Proceeds from the sale of loans made with CDBG funds;
- Proceeds from sale of obligations secured by loans made with CDBG funds;
- Interest earned on program income pending its remittance to CITY.

Program income does not include fundraising activities carried out by SUBRECIPIENT or proceeds from the disposition of real property acquired or improved with CDBG funds when the disposition occurs after the applicable time period specified in 20.D. below.

15. Conflict of Interest. No member, officer, or employee of SUBRECIPIENT or its designees or agents, who exercises any function or responsibility with respect to the program during his or her tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for activities performed in connection with the program assisted under this Agreement. SUBRECIPIENT shall incorporate, or cause to be incorporated, in all subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

16. Compliance with Governmental Regulations. SUBRECIPIENT shall, at its sole cost and expense, comply with all applicable municipal, county, state and federal requirements now in force, or which may hereafter be in force pertaining to any and all activities contemplated under this Agreement.

SUBRECIPIENT shall comply with any applicable provisions of 24 CFR 570, which is provided electronically with this Agreement and is available for review in the CITY's Housing Division Office. SUBRECIPIENT may access and obtain the most current version of the Code of Federal Regulations from the US Government Printing Office at www.ecfr.gov and www.gpo.gov/fdsys/.

17. Fair Employment. SUBRECIPIENT shall comply with the provision of the Fair Employment and Housing Act (Government Code §12900, et seq.), the regulations promulgated thereunder (2 CCR §10000, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (§§11135-11139.5) and the regulations or standards adopted by the State of California to implement such article.

SUBRECIPIENT shall give advice of its obligation under this Agreement to labor organizations or contractors with which it has collective bargaining or other agreements. SUBRECIPIENT shall include nondiscrimination compliance provisions similar to those of this Agreement in all subcontracts to perform work under this Agreement.

18. Discrimination Prohibited. SUBRECIPIENT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, color, religion, sex, national origin, ancestry, age or physical or mental disability, as more specifically set forth in Sections 570.602 and 570.601 of the aforesaid HUD Regulations. During the performance of this Agreement SUBRECIPIENT agrees as follows:

A. No person in the United States shall, on the grounds of race, color, religion, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

B. SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age or physical or mental disability. SUBRECIPIENT shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, age or physical or mental disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

C. SUBRECIPIENT will in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, ancestry, age or physical or mental disability.

19. Uniform Administrative Requirements. This Agreement is subject to the requirements of 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, a copy of which is being provided electronically with this contract and is available for review in CITY's Housing Division Office. SUBRECIPIENT may access and obtain the most current version of the Code of Federal Regulations from the US Government Printing Office at www.ecfr.gov and www.gpo.gov/fdsys/.

20. Property Ownership and Procurement.

A. In the event this Agreement is not fully performed to the satisfaction of CITY, any and all non-expendable furnishings, equipment or other personal property purchased

pursuant to this Agreement and having a useful life or more than one (1) year and a purchase price of three hundred dollars (\$300) or more and not consumed in the performance of this Agreement shall become the property of CITY. Such property shall be delivered to CITY upon written notification by CITY to SUBRECIPIENT.

B. The procurement of goods or services with CDBG funds is subject to the requirements of 2 CFR Part 200, including: §200.318 General procurement standards; §200.319 Competition; §200.320 Methods of procurement to be followed; §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms; §200.323 Contract cost and price; §200.325 Bonding requirement; and §200.326 Contract provisions. SUBRECIPIENT shall consult with and receive the approval of CITY prior to procuring goods or services to be purchased with CDBG funds.

C. Property acquired in whole or in part with funds provided pursuant to this Agreement shall be managed in accordance with the provisions of 2 CFR Part 200.

D. Upon termination of this Agreement, SUBRECIPIENT shall transfer to CITY any CDBG funds on hand at the time of termination and any accounts receivable attributable to the use of CDBG funds. If SUBRECIPIENT ceases to use any asset acquired with CDBG funds for the purpose described in this Agreement, SUBRECIPIENT shall either pay to CITY the fair market value of the asset or transfer control of the asset to CITY.

E. Any real property under SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to SUBRECIPIENT in the form of a loan) in excess of \$25,000 shall continue to meet one of the national objectives in 24 CFR 570.208 until five (5) years after expiration of this Agreement, or five (5) years after final payment is issued under this Agreement, whichever is later. CITY may

establish a longer period of time, as determined to be appropriate. In the event that the use of the acquired or improved real property does not meet one of the national objectives, SUBRECIPIENT shall pay to CITY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment will be required after the period of time specified herein. SUBRECIPIENT shall execute a Regulatory Agreement and accompanying Deed of Trust reflecting the requirements of this section, which shall be recorded prior the disbursement of any funds pursuant to this Agreement.

21. Environmental impact mitigation measures. The use of CDBG funds is subject to the National Environmental Protection Act (NEPA) as implemented by HUD at 24 CFR 58. Should CITY determine as the result of its review as the Responsible Entity that measures are required to mitigate the environmental impact of actions assisted in whole or in part under this Agreement, CITY shall inform SUBRECIPIENT of such mitigation measures and SUBRECIPIENT shall comply with said measures as a condition of receiving funds. Failure to comply shall be cause for termination of this Agreement and recapture of all funds provided under this Agreement.

22. Federal labor standards and prevailing wages. Construction work assisted in whole or in part with CDBG funds is subject to applicable federal labor standards and the payment of prevailing wages including Davis-Bacon and Related Acts: Davis-Bacon Act (40 U.S.C. 276 a to a.7) as supplemented by Department of Labor Regulations (29 CFR Part 5) (EXHIBIT "C-1), Copeland "Anti-Kick Back Act" (18 U.S. C. 876) as supplemented in Department of Labor regulations (29 CFR Part 3), and Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.). SUBRECIPIENT shall consult with and receive the

approval of CITY prior to procuring contracts for construction or employing persons in construction to be funded with CDBG.

23. Indemnification. To the fullest extent allowed by law, SUBRECIPIENT 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 SUBRECIPIENT'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.

SUBRECIPIENT'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.

24. Insurance. SUBRECIPIENT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate

A. Form. SUBRECIPIENT 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. SUBRECIPIENT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds. Such insurance shall specifically cover the contractual liability of SUBRECIPIENT. The additional insured coverage under the SUBRECIPIENT policy shall be primary and noncontributory, 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. SUBRECIPIENT shall provide ten (10) calendar 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. SUBRECIPIENT 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, SUBRECIPIENT shall require its subcontractors to agree to be bound to SUBRECIPIENT and CITY in the same manner and to the same extent as SUBRECIPIENT is bound to CITY under this Agreement. Additionally, SUBRECIPIENT 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. SUBRECIPIENT hereby agrees to waive subrogation which any insurer of SUBRECIPIENT may acquire from SUBRECIPIENT 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 SUBRECIPIENT, its employees, agents and subcontractors.

H. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve SUBRECIPIENT 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.

25. Notice. Any notice required by this Agreement shall be delivered or sent by first class mail, United States postage prepaid, addressed as follows:

CITY

Kristine Faelz
Housing Analyst
316 Vernon Street, # 150
Roseville, CA 95678
(916) 774-5446

SUBRECIPIENT

Jennifer Price, CEO
Advocates for Mentally Ill Housing, Inc.
P.O. Box 5216
Auburn, CA 95604
(530) 878-5088

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

26. No Waiver of Breach. No waiver of any breach of this Agreement by CITY shall be held to be a waiver of any other or subsequent breach.

27. 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.

28. 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.

29. 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 SUBRECIPIENT has caused this Agreement to be executed.

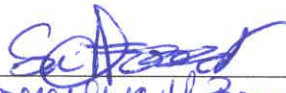
SIGNATURES ON FOLLOWING PAGE

SIGNATURES ON FOLLOWING PAGE

CITY OF ROSEVILLE, a
municipal corporation

ADVOCATES FOR MENTALLY ILL
HOUSING, INC., a California nonprofit
corporation

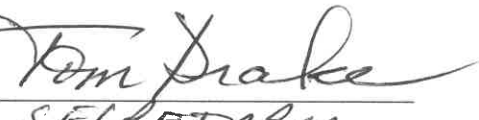
BY: _____
DOMINICK CASEY
City Manager

BY: 
its: PRESIDENT H. PEREZ

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: 
its: SECRETARY

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
LAURA MATTEOLI
Economic Development Director

EXHIBIT LIST:

EXHIBIT "A"	CDBG Funding Application
EXHIBIT "A-1"	Scope of Services
EXHIBIT "A-2"	Budget
EXHIBIT "B"	Income Limits for CDBG Program
EXHIBIT "C"	Code of Federal Regulations (29 CFR Part 5)
EXHIBIT "D"	Placer County Museums Division and National Park Service – Requirements for installation of solar panels

EXHIBIT “A”



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City of Roseville

Housing Division

2019-2020 CDBG and HPRR Funding Application

2/12/2019 deadline

**Advocates for Mentally Ill Housing, Inc.
Main Street Solar Project**

Jump to: [Pre-Application Questionnaire](#) [Funding Application](#) [Program/Project Budget](#) [Tables](#) [Documents](#)

\$ 107,500.00 Requested

\$ 107,500 Total cost of the program or project

Submitted: 2/7/2019 11:12:41 AM (Pacific)

Project Contact

Jennifer Price

jprice@amihousing.org

Tel: 530-878-5088

Additional Contacts

none entered

**Advocates for Mentally Ill
Housing, Inc.**

P.O. Box 5216
Auburn, CA 95604

CEO

Jennifer Price

jprice@amihousing.org

Telephone 530-878-5088

Fax 916-848-3642

Web www.amihousing.org

EIN 47-0932204

Pre-Application Questionnaire [top](#)

Primary Applicant

1. Which type of applicant entity are you?

Select one.

- ☒ Non-profit (501c3/c4)
- ☐ Public agency
- ☐ Multi-agency Collaborative – Non-profit
- ☐ Multi-agency Collaborative – Non-profit/Public Agency
- ☐ Other:

2. Have you received any grant funding from the City of Roseville before?

- ☒ Yes
- ☐ No

3. Which grant types has your agency received before?

Check all that apply. From any source or agency.

- ☒ CDBG
- ☒ REACH/Citizen's Benefit Fund
- ☒ Homeless Prevention and Rapid Re-Housing
- ☐ Other homeless funds (McKinney-Vento or other)
- ☐ Other:
- ☐ No prior funding

Application Summary Description

4. Briefly describe the proposed program or project.

Install a solar system at 319 Main Street for the 19 unit project to reduce the costs of utilities and maintain affordability for extremely low income individuals with disabilities.

Co-Applicant/Collaborating Agency

5. If this is a collaborative application, how many agencies are involved?

Tick "0" if this is **not** a collaborative application.

- ☒ 0
- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6
- ☐ more than 6

6. List the collaborating agencies (Enter "none" if none.)

Enter agency name and DUNS# if assigned

None

7. Which funding source are you requesting?

Select one

- ☒ CDBG
- ☐ HP RR

8. Indicate the type of activity. You may select only one.

You may submit more than one application. You may submit applications for more than one activity type. If you are not sure which category to select, please consult City staff. You will need to know this for your main application.

- ☐ Public Services (not including services for homeless persons)
- ☒ Public Facilities
- ☐ Economic Development
- ☐ Housing (not including housing and shelter for homeless persons)
- ☐ Homeless Prevention and Rapid Re-housing
- ☐ Other Homeless Services (including shelter)

Funding Application [top](#)

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #1.

1. Indicate the type of activity. You may select only one. (BRANCHING CRITERIA)

You may submit more than one application. You may submit applications for more than one activity type. If you are not sure which category to select, please consult City staff. Your selection will determine the questions you are required to complete.

- ☐ Public Services (not including services for homeless persons)
- ☒ Public Facilities
- ☐ Economic Development
- ☐ Housing (not including housing and shelter for homeless persons)
- ☐ Homeless Prevention and Rapid Re-housing
- ☐ Other Homeless Services (including shelter)

2. Describe the program or project.

What is the service you will provide or the project you will complete? How will it happen and when? What will be the result? Who will benefit and how? What are the goals and objectives?

Main Street apartments is a 19 unit studio apartment complex for homeless individuals with a mental illness. Residents pay 30% of their income for rent and utilities, but no more than the fair market rent established by HUD. Most residents have a permanent disability and receive their income through SSI or SSDI. This complex allows them to live independently in their communities and provides low income housing for the City of Roseville.

AMIH would like to Install a solar system at 319 Main Street to reduce the costs of utilities and maintain the complex's affordability for the future.

If funds are rewarded, AMIH will begin the process to install solar immediately.

AMIH currently pays all of the utilities for this project. Each studio apartment's rent is based on the fair market rate for a studio in Roseville. The utility costs for the complex (most likely due to the age of the building) are much higher than initially projected and exceed the utility allowance included in the unit's fair market rent. Installing solar will reduce the utility costs, thus keeping the project budget at projected levels. The apartment complex will be able to maintain its affordability for many years with the installation of solar.

3. Location(s) where services will be provided or project will be completed.

Include administrative offices if services will also be provided there or from there. Provide street address, city, and ZIP code.

319 Main Street, Roseville CA 95678

4. What is the program's/project's current status?

Is it still being planned? Is it underway? Is it ready to receive funding? Is the program or project seasonal? What will need to be done before the program or project can start?

The project is ready to receive funding. We have received bids from three different solar contractors and we are ready to enter into contract with a solar contractor. We project the solar could be installed as soon as September of 2019.

5. When will the program or project begin?

If underway as of application, enter "underway."

When funds are awarded and a grant has been executed.

6. When will the program or project be completed?

Services must be completed no later than June 30 of the award fiscal year.

prior to 12/31/19

7. What are the specific costs to be funded with this request?

Identify the types of costs and amounts. Salary, and for whom? Materials, what type and quantity? Equipment, specifications? How will funding these costs meet the goals and objectives described in this request?

See attached bids under program budget. All costs associated with the bids are for installing a solar system and any electrical upgrades needed to the property in order for the solar system to be installed. We have included a 10% contingency for work order changes or cost overruns. These are for any costs that may be necessary to complete the solar installation that were not included in the initial bids. These funds will only be used if there are any complications with the solar installation that have not been identified.

8. If this is a collaborative application, describe the collaboration being utilized for the proposed program or project.

Explain how the collaboration improves the provision of services or the competition of the proposed program or project. Attach co-applicant commitment letters to your application to document the collaboration.

This is not a collaborative application.

9. Describe your other collaboration with other agencies, including non-profit and public agencies.

Do you participate in the local Continuum of Care (CoC) and/or coordinated entry efforts? Do you provide/accept referrals? Do you participate in other coordinating bodies or work with service/business/government organizations?

AMIH has a long history of collaboration with other agencies including: Placer County ASOC, Gathering Inn, Welcome Center, Cirby Clubhouse, PIRS, Homeless Resource Council of the Sierras (HRCS), PCN, Voc Rehab, Campaign for Community Wellness (CCW), Project Go, Turning Point, Placer County Office of Education, and the cities of Roseville, Rocklin, & Auburn. AMIH is a member of the Roseville and Auburn Chambers of Commerce and works closely with the Placer County Community Foundation.

AMIH is on the board of the HRCS (CoC) and on the leadership team for the CCW. AMIH is actively participating in coordinating entry for Placer County from the planning process to implementation. We receive referrals through coordinated entry and through our housing coordinator who outreaches to the local homeless shelters. In addition our Housing Coordinator is collaborating closely with the Roseville police department.

Last year AMIH began a collaboration called ASSK with Stand Up Placer, Kids First, and St Vincent de Paul. We are actively working together to provide rapid rehousing and utility assistance in Roseville and Placer County.

10. Describe your use of volunteers.

How do volunteers contribute to your efforts overall and to this program or project specifically?

AMIH's board is a dedicated group of volunteers who meet on a regular basis for community outreach, fundraisers, grants, projects, and overall consumer happiness.

AMIH now has a partnership with California State University, Sacramento so that we may work with individuals in the social work and mental health internship programs. Interns visit with our residents at their homes to provide education on basic life skills such as cooking, budgeting, personal hygiene, grocery shopping, etc. In addition they work with our case managers to create and implement individual service plans.

Last year volunteers helped by gathering and donating household items for our many programs. In addition, volunteers helped create "Welcome Home" bags for residents which included: hygiene items, a new pillow, sheets, blanket, and other essential items. A Stocking Drive is held in December for the many families now enrolled in our program. Over 100 stockings are disbursed by Santa himself.

11. Describe your history and experience providing services to the community.

Be sure to include the number of years in operation and summary of major accomplishments.

In 1992, the National Alliance for the Mentally Ill-Placer County entered into a contract with Placer County Mental Health Department to begin a housing program for its consumers. Housing was provided for Adult System of Care consumers who needed training in basic living skills, before progressing to independent living. In 1995, the collaborative expanded and opened houses in Rocklin, Roseville, and Auburn. Early in 2003, it was decided to place the operation of the housing program under a new organization: Advocates for Mentally Ill Housing, Inc. (AMIH). In August 2003, AMIH received its 501c3 designation.

Since 2003, collaboration with other community based organizations has allowed AMIH to open additional homes in Placer County. AMIH now provides transitional, permanent, emergency, peer supported, transitional age youth, and subsidized independent housing. AMIH still contracts with Placer County, but has expanded our program to include families and any adult with mental illness in Placer County. AMIH owns seven homes, a 6 unit apartment complex, a 19 unit studio apartment complex, subsidizes 75 plus independent apartments, and leases five other homes allowing us to serve over 200 individuals every night. In addition, AMIH employs over 20 adults with mental illness through our peer counselor, mobile crisis team, Health 360, and advocacy programs. Overall, our agency has housed and supported hundreds of adults with a mental illness over the last 20 years.

12. Describe your experience with this type of program or project.

If this is a new program or project, your experience with similar programs and projects. If this addresses homelessness, what is your knowledge of issues and needs specific to homeless persons, including families and those at risk of homelessness?

AMIH has experience installing solar systems and we currently have solar systems installed at several of our homes. Last year we used CDBG funds to install solar at our home in Roseville. Solar provides a significant operational savings for our agency allowing us to continue to expand and increase the number of low income housing options for this community. In addition, we have overseen the development of several properties and many rehabilitation projects. We are familiar with construction contracts, insurance, payments, and state/federal/local reporting requirements for governmental funds.

13. Identify staff who will implement and manage the program or project.

Include their experience administering the activity or similar type of activities. If this is a collaborative effort, note the agency for each staff person. Attach resumes and job descriptions or duty statements.

The staff overseeing the program or project will be the AMIH Board, AMIH CEO, AMIH staff, AMIH-ASOC Collaborative Housing Manager (CHM), AMIH onsite property manager, and peer counselors. The majority of our board is comprised of people with family members who have a mental illness. The board has compassion & life experience working with adults with a mental illness & has been operating this housing program since its inception. For over twelve years the CHM has successfully placed residents in our homes. The Clinical Supervisor (CS) we have on staff is a licensed Marriage and Family Therapist, with a Master's Degree in Psychology and Spanish. We have four case managers on staff, with degrees in psychology, social work, or criminal justice. In addition, we employ five peer counselors who will use their own life experience to assist individuals in this program with accessing community services. The project has an onsite property manager who lives in one of the units and is available for emergencies and to assist tenants when needed. Residents of these units may also have service coordinators from a variety of organizations such as Whole Person Care, Turning Point or ASOC. Long term, AMIH wants to support all of our residents in attaining permanent housing, sustainable income, & the life skills required to live independently in their community. Our housing programs have maintained a 97% occupancy rate for the last several years.

14. Describe your service area. This funding is intended to benefit City of Roseville residents.

If you serve an area less than the entire city, explain. If you serve an area larger than the city, how will you identify costs to serve Roseville residents? How will you assure Roseville residents are referred by outside agencies?

AMIH provides housing to Placer & Nevada County residents. Roseville residency is verified prior to admission using HMIS for program demographics. Clients will be given intake, update, and exit forms. This allows us to easily identify Roseville residents.

The CDBG funds requested are for the 19 permanent supportive housing units located in downtown Roseville. The residents of this complex are already citizens in the City of Roseville.

15. List all City of Roseville funding received within the last three (3) years including funding amount and status. List as follows: PROGRAM/PROJECT NAME, SOURCE/TYPE, AWARD AMOUNT, AWARD DATE, EXPENDED AMOUNT, STATUS (planned, underway, complete, or canceled)

2018/2019: Housing Support Services. Source: City of Roseville. \$15,000. Status: Underway.

2018: Rapid Rehousing & Homeless Prevention - \$187,500 for the ASSK program. Source: City of Roseville. Status: Complete.

2017/2018: Housing Support Services. Source: City of Roseville. \$13,355. Status: Complete.

2017: Rapid Rehousing & Homeless Prevention - \$143,186 for the ASSK program. Source: City of Roseville. Status: Complete.

2016/2017: Case Management, Temporary Rent & Utility Assistance. Source: City of Roseville. \$15,000. Status: Complete.

2016/2017: Transportation Services. Source: City of Roseville. \$5,000. Status: Complete.

2016/2017: Maureen's Rehabilitation Project. Source: City of Roseville. \$75,000. Status: Underway.

16. Should the City award less than you have requested, how will this impact the program or project?

Will you accept a lesser amount? Will goals be reduced? Will the program or project not be feasible?

If AMIH is awarded less than we have requested, the project will not be feasible. We will have to seek other funding for the project which may affect the timeliness of the solar installation.

17. Explain how this program or project offers something different from what other agencies may offer, or are currently offering.

Do you coordinate with other agencies to leverage and avoid duplication? What makes you different? Are services targeted to a unique population? Are you uniquely positioned to serve a community because of location, relationships, or staff skills?

Main Street Apartments are very unique in that 100% of the housing provided is for people who were homeless and have a mental illness. Most low income apartment complexes only provide this type of housing to a small percentage of the property's units.

AMIH has housed individuals with mental illness who are homeless for over twenty years. Our staff are very knowledgeable about this specific population and have created and implemented highly successful supportive service plans. By utilizing staff with mental health training and peer counselors with lived mental health experience, we are uniquely qualified to provide these services. In addition our partnership with Placer County adult system of care provides our clients with opportunities of which they might otherwise be unaware. Our agency utilizes partnerships throughout the community, creating low cost and effective programs that reduce homelessness and achieve a safer community for all.

18. These funds must be used to benefit low and moderate income persons. You must also collect and report demographic information on persons served. Describe your methods for documenting eligibility for services and collecting demographics.

If you are targeting a low-income area, please describe the area and how you determined it is low-income. If you are serving a population that is presumed to be low-income, please describe. Describe the tools you use to report on persons served.

AMIH utilizes the Homeless Management Information System for all incoming clients. The intake paperwork captures the following data: demographics, income, income source, homeless status, location, and current housing placement or lack thereof. The clients who are admitted into our Main Street Apartments must meet the following guidelines:

1. Residents must come from the Coordinated Entry by names list.
2. This project will serve individuals who are the most vulnerable.
2. Little or no income (maximum income of \$3,000/month).
2. Homeless or at risk of homelessness.
3. A mental illness diagnosis certified by Placer County ASOC.

Our agency will only serve individuals who meet the above criteria.

19. Are you currently participating in and using HMIS? Are you part of coordinated entry? (HOMELESS)

-answer not presented because of the answer to #1-

20. How many unduplicated persons are you projecting to serve THIS year (Jul-Jun)? How many of those will be Roseville residents?

If not underway, enter 0. Ignore the automatic total under the table you will see in preview and print.

21 Total unduplicated persons

21 Roseville unduplicated persons

42.00 TOTAL

21. How many unduplicated persons are you projecting to serve NEXT year (Jul-Jun) should you receive this award? How many of those will be Roseville residents?

Ignore the automatic total under the table you will see in preview and print.

21 Total unduplicated persons

21 Roseville unduplicated persons

42.00 TOTAL

22. What is your total cost to serve each unduplicated person? Amount funded by this grant?

Ignore the automatic total under the table you will see in preview and print.

5,119.05 Total cost/person (\$)

5,119.05 Cost/person funded by this grant (\$)

10,238.10 TOTAL

23. Describe the primary unit of service you will provide.

You will propose numbers in the following question. Examples include: meals, homes repaired, hours of service provided, shelter nights.

Shelter Nights

24. How many units of service (above) do you propose to provide? How many can be attributed to the funding requested?

7,665 Total units

7,665 Units attributed to funding requested

15,330.00 TOTAL

25. This request will ... (SERVICES, FACILITIES, HOMELESS)

Select one

- ☐ Result in an increase in the current level of service provided, or increase the capacity of a facility.
- ☐ Improve access to an existing service, or improve access to an existing facility.
- ☒ Prevent a reduction in the current level of service provided, or reduction in the current capacity of a facility.
- ☐ Correct a currently sub-standard level of service, or correct a sub-standard condition in a facility.

26. Describe all planning/predevelopment steps that have been completed to date. (FACILITIES)

Architectural plans, engineering, land use approvals, permits, funding commitments, etc.

AMIH has attained three bids for the project. The bids are from Magic Sun Solar, Energy Savings Pros, and Citadel Roofing and Solar. We have worked closely with these companies to insure that the bids include prevailing wage and any electrical upgrades necessary for the project.

The bids are as follows:

Magic solar is for a 27.375 KW system at \$94,220.

Energy Savings Pros: 23.725 KW system at \$96,264.

Citadel Roofing and Solar: 27.7 KW system at \$97,747.

After evaluating the bids closely, we would like to use Citadel Roofing and Solar. This bid has the largest system available for the property which will result in additional long term savings for a relatively low cost (\$3500). In the past we have used this agency for solar installation at another Roseville home. They were able to install the solar and meet all of the CDBG reporting requirements regarding the contracts and prevailing wage.

Citadel is ready to install the system as soon as contracts are executed.

27. Is this project a multi-phased activity? (FACILITIES)

If yes, enter the date all phases will be completed in the space provided.

☒ No

☐ Yes, explain:

28. Is this a new program/service, or an expansion or continuation of an existing program/service? (SERVICES, HOMELESS, ECONOMIC DEVELOPMENT)

-answer not presented because of the answer to #1-

29. Enter the number of full-time and part-time jobs that will be created or retained. (ECONOMIC DEVELOPMENT)

-answer not presented because of the answer to #1-

30. Enter the number of full-time and part-time jobs that will be created or retained FOR LOW-INCOME PERSONS. (ECONOMIC DEVELOPMENT)

-answer not presented because of the answer to #1-

31. Provide any additional information in the space below that you would like to be considered for this proposal.

If none, enter "none."

none

32. Have you completed the budget tab?

☒ Yes

33. Have you uploaded all required documents?

☒ Yes

Program/Project Budget [top](#)

Revenue/Sources	Prior (Actual)	Current (Budgeted)	Proposed
City of Roseville (this request)	\$ 0.00	\$ 0.00	\$ 107,500.00
Total	\$ 0.00	\$ 0.00	\$ 107,500.00

Expenses/Uses	Prior (Actual)	Current (Budgeted)	Proposed
Solar System Bid: Citadel			\$ 97,747.00
Contingency 10%			\$ 9,753.00
Total	\$ 0.00	\$ 0.00	\$ 107,500.00

Current less Prior **\$ 0.00**

Change from Prior (Actual) to Current (Budgeted)

Proposed less Current **\$ 107,500.00**

Change from Current (Budgeted) to Proposed

Program/Project Budget Narrative

AMIH attained three bids for the solar system project. One from Magic Sun Solar, Energy Savings Pro, and Citadel Roofing & Solar. The three bids were all very close (within \$3500). However the Citadel bid provided the project with the largest system, which will result in more cost savings for utilities. It also called out the prevailing wage inclusion and we know from experience with Citadel that they will provide all required reporting documents for CDBG funds.

Tables [top](#)

Billed Hours Summary

EXHIBIT “A-1”

SCOPE OF SERVICES

Agency Name:	AMIH
Program Title:	Main Street solar project
Amount of Request:	\$107,500
Amount of Award:	\$85,500
Number/type of annually unduplicated Persons/Households to Be Assisted:	21 low-income homeless individuals with mental illness
Improvements to complete:	Completion of installation of solar system
Target date to complete:	06/30/2020
Location:	319 Main Street Roseville, CA 95678
Eligible Activity:	§570.201 (c) Public facilities and improvements
National Objective:	§570.208(a) (3) Low/mod housing benefit

Description of Eligible Activities funded by Grant: Main Street apartments is a 19 unit studio apartment complex for homeless individuals with a mental illness. Residents pay 30% of their income for rent and utilities, but no more than the fair market rent established by HUD. Most residents have a permanent disability and receive their income through SSI or SSDI. This complex allows them to live independently in their communities and provides low income housing for the City of Roseville.

This award will be used to install a solar system at 319 Main Street to reduce the cost of utilities and maintain the complex's affordability for the future. The funding will also include any electrical upgrades necessary for the completion of the project.

Reporting: AMIH will complete and submit quarterly reports using ZoomGrants. Reports are due by the end of the month following the completion of the quarter.

In addition, Subrecipient will report on the progress made towards completing the work. This reporting will be provided with the reimbursement request as a condition of reimbursement.

Documentation of Eligibility: This activity is eligible for CDBG funding as a public service that serves homeless persons. The Subrecipient must collect documentation that shows all persons served are low-income. The Subrecipient must also collect information on the race, ethnicity, and age of those served. Current income limits are published at <https://www.hudexchange.info/incomecalculator/> (click on CDBG Income Limits) and are attached.

Use of Funds: CDBG funds may only be used to reimburse the Subrecipient for those costs shown in EXHIBIT "A-2." All costs must be directly related to the provision of services. Reimbursement requests must be supported with appropriate documentation. For example, labor costs must be supported with timesheets.

Timely Performance and Expenditure: Progress towards meeting goals for persons served, units of service, and funds expended will follow the schedule shown in EXHIBIT "A-2." Reimbursement requests will be submitted by the end of the month following the completion of the quarter for all expenses within the quarter.

EXHIBIT “A-2”

Subrecipient: Program/project: Award: Project Activity	AMIIH	
	Solar Project	
	\$	85,500.00
		2019-02

[illegible]

0	21		10.5	5.25	5.25
0	1		0.5	0.25	0.25

[illegible]

Percent expended			100.0%
Beneficiaries planned/actual/percent	21	21	100.0%
Service units planned/actual/percent	1	1	100.0%

EXHIBIT “B”



FY 2019 INCOME LIMITS DOCUMENTATION SYSTEM

[HUD.gov](#) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

FY 2019 Income Limits Summary

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

FY 2019 Income Limit Area	Median Family Income Explanation	FY 2019 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Sacramento-- Roseville-- Arden-Arcade, CA HUD Metro FMR Area	\$83,600	Very Low (50%) Income Limits (\$) Explanation	29,300	33,450	37,650	41,800	45,150	48,500	51,850	55,200
		Extremely Low Income Limits (\$)* Explanation	17,600	20,100	22,600	25,750	30,170	34,590	39,010	43,430
		Low (80%) Income Limits (\$) Explanation	46,850	53,550	60,250	66,900	72,300	77,650	83,000	88,350

NOTE: Placer County is part of the **Sacramento--Roseville--Arden-Arcade, CA HUD Metro FMR Area**, so all information presented here applies to all of the **Sacramento--Roseville--Arden-Arcade, CA HUD Metro FMR Area**. HUD generally uses the Office of Management and Budget (OMB) area definitions in the calculation of income limit program parameters. However, to ensure that program parameters do not vary significantly due to area definition changes, HUD has used custom geographic definitions for the **Sacramento--Roseville--Arden-Arcade, CA HUD Metro FMR Area**.

The **Sacramento--Roseville--Arden-Arcade, CA HUD Metro FMR Area** contains the following areas: El Dorado County, CA; Placer County, CA; and Sacramento County, CA.

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the [Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2019 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2019 [Fair Market Rent documentation system](#).

For last year's Median Family Income and Income Limits, please see here:

EXHIBIT “C”

Title 29: Labor

PART 5—LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION (ALSO LABOR STANDARDS PROVISIONS APPLICABLE TO NONCONSTRUCTION CONTRACTS SUBJECT TO THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT)

§5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in §5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.* The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.* (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon

Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If

the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees*—(i) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees*. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) *Contract Work Hours and Safety Standards Act.* The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or §4.6 of part 4 of this title. As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each

calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

Paragraph	OMB Control No.
(a)(1)(ii)(B)	1235-0023
(a)(1)(ii)(C)	1235-0023
(a)(1)(iv)	1235-0023
(a)(3)(i)	1235-0023
(a)(3)(ii)(A)	1235-0023
	1235-0008
(c)	1235-0023

[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008; 81 FR 43450, July 1, 2016; 82 FR 2225, 2226, Jan. 9, 2017; 83 FR 12, Jan 2, 2018; 84 FR 218, Jan. 23, 2019]

EXHIBIT “D”



Placer County Museums Division

101 Maple Street, Auburn CA 95603

Tel (530) 889-6500 ♦ Fax (530) 889-6510

August 9, 2019

Kristine Faelz
Housing Analyst
Housing Division
City of Roseville
311 Vernon Street
Roseville, Ca 95678-2649

Re: 319 Main St. (APN 012-114-013).

Dear Ms. Faelz:

I have reviewed the material submitted on the above-named property. The building was originally constructed in 1928 as the Rose Vista Apartments and was primarily for local teachers and bachelors. Because of its age and condition, this building may be eligible for listing on the National Register. However, a project such as adding solar panels can still be done within the Secretary of Interior's Standards. The angle of the panels must be set so they are not visible from the ground, primarily from the front of the building. This is my recommendation to the project coordinator.

Here are some guidelines:

<https://www.nps.gov/tps/sustainability/new-technology/solar-on-historic.htm>

<https://www.nps.gov/tps/sustainability/new-technology/solar/flat-roof.htm>

If you have any questions or need further information, please contact me at 530.889.6502.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Gibson".

Ralph Gibson
Museums Administrator

RESOLUTION NO. 19-490

APPROVING A REGULATORY AGREEMENT, BY AND BETWEEN THE CITY OF
ROSEVILLE AND ADVOCATES FOR MENTALLY ILL HOUSING, INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, the City of Roseville became a Community Development Block Grant (CDBG) entitlement jurisdiction in 1986, and has traditionally funded housing activities, public facilities and improvements, removal of architectural barriers projects, planning, program administration, and public service activities with CDBG funds; and

WHEREAS, On April 17, 2019, the City Council adopted the FY2019-20 CDBG Annual Action Plan (Resolution 19-140) approving \$85,500.00 in funding for a capital improvement project for the AMIH (Advocates for Mentally Ill Housing, Inc.) home located at 319 Main Street to install a rooftop solar system; and

WHEREAS, the Regulatory Agreement between the City and AMIH secures AMIH's obligations to maintain the property as permanent supportive housing for homeless individuals with mental illness for a term of fifteen (15) years from the date of recordation of the Agreement; and

WHEREAS, the Regulatory Agreement for the Advocates for Mentally Ill Housing located at 319 Main Street, Roseville, CA, has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to record the Regulatory Agreement at the Placer County Recorder's Office.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**RECORDING REQUESTED BY,
MAIL TAX STATEMENTS TO
AND WHEN RECORDED MAIL TO:**

City of Roseville
316 Vernon Street, Suite 150
Roseville, CA 95678
Attn: Housing Program Manager

Exempt from recording fee (Govt. Code § 6103 and § 27383)

Space above this line reserved for use by Recorder's Office

**REGULATORY AGREEMENT
Advocates for Mentally Ill Housing
319 Main Street, Roseville, CA**

This Regulatory Agreement ("Regulatory Agreement") is made as of _____, by and between the CITY OF ROSEVILLE, a California municipal corporation ("City"), and ADVOCATES FOR MENTALLY ILL HOUSING, INC., a California nonprofit corporation ("Owner").

RECITALS

A. Owner maintains a 19 unit studio apartment complex for homeless individuals with mental illness, located in Roseville, California, at 319 Main Street and APN 012-114-013-000 (as more particularly described in Exhibit A, attached hereto and incorporated herein by reference) (the "Property"). Owner proposes to construct a rooftop solar system ("the Project") to reduce the cost of utilities and maintain the affordability of the Property.

B. City plans to assist Owner with the Project by allocating eighty five thousand five hundred dollars (\$85,500) in Community Development Block Grant (CDBG) funds (the "CDBG Grant") in accordance with the CDBG regulations at 24 CFR 570 (CDBG regulations) and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200 (Uniform Administrative Requirements). A Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing will be recorded to secure the City's interest in the Property; these documents and this Regulatory Agreement are collectively referred to as the "City Documents."

C. As further consideration for this funding and to further the public interests of the City in seeing the Property maintained as permanent supportive housing for homeless individuals with mental illness, Owner has agreed to enter into and record this Regulatory Agreement. The purpose of this Regulatory Agreement is to regulate and restrict the operation, ownership, and management of the Property for the benefit of its residents and residents of the City, and in accordance with CDBG regulations and Uniform Administrative Requirements. The covenants in this Regulatory Agreement shall run with the land and be binding on Owner and successors to the land for the full term of this Regulatory Agreement.

NOW, THEREFORE, Owner and the City hereby agree as follows:

The foregoing Recitals are true and correct and incorporated into this Regulatory Agreement.

DEFINITIONS

The following terms have the meanings set forth in this section wherever used in this Regulatory Agreement or attached exhibits. Capitalized terms not defined in this Regulatory Agreement shall have the same meaning as defined in the City Documents.

1. **City** means the City of Roseville, California, a municipal corporation.
2. **City Documents** means collectively this Regulatory Agreement and the Deed of Trust as they may be amended, modified, or restated from time to time, along with all exhibits and attachments to these documents.
3. **City Manager** means the City of Roseville City Manager or his or her designee.
4. **Deed of Trust** means the Deed of Trust, Assignment of Rents and Security Agreement and Fixture Filing placed on the Property as security for this Regulatory Agreement with Owner as trustor and the City as beneficiary, as well as any amendments to, modifications of, and restatements of said Deed of Trust.
5. **Event of Default** means a breach of or default in a party's obligations under the Regulatory Agreement, and any other instrument which is incorporated in the City Documents.

An Event of Default includes, without limitation, the following:

- A. City discovers that Owner has made any misrepresentations or has intentionally withheld any fact in the making of the CDBG Grant, the knowledge of which could have affected the decision of City to make the CDBG Grant.
- B. Owner defaults or breaches any of the terms of the Deed of Trust or the Regulatory Agreement.
- C. Owner fails to perform any covenant, term or condition in any instrument creating a lien upon the Property which is the security under the Deed of Trust , or any part thereof.
- D. The sale, transfer of title, conveyance or further encumbrance of the Property, whether by sale, exchange, gift, inheritance or other means, without prior written consent of City.
- E. The occurrence of any of the following:
 - i. Owner becoming insolvent or bankrupt or being unable or admitting, in writing, Owner's inability to pay debts as they mature or making a general assignment of or entering into any restructure payment arrangement with creditors.

- ii. Proceedings for the appointment of a receiver, trustee, or liquidator of the assets of Owner or a substantial part of such assets, being authorized or instituted by or against Owner.
- iii. Proceedings under any bankruptcy, reorganization, readjustment of debt, insolvency, dissolution, liquidation or other similar law of any jurisdiction being authorized or instituted against Owner.

6. **Owner** means the fee title owner of the Property. The term "Owner" includes any person or entity acquiring fee title to the Property.

7. **Project** means the rooftop solar project which is the subject of this Regulatory Agreement.

8. **Property** means the real property described in the attached Exhibit A, which is hereby incorporated into this Regulatory Agreement by this reference, and any buildings or improvements now or hereafter situated on such real property.

REPRESENTATIONS

9. **Representations.** As an entitlement community under the federal Community Development Block Grant (CDBG) program, the City will provide Federal CDBG funding in the amount of eighty five thousand five hundred dollars (\$85,500) to complete the Project. This Regulatory Agreement is a substantial part of the consideration to City for making the CDBG funding available to Owner for the purpose of maintaining permanent supportive housing for homeless individuals with mental illness. The funds used by the City are federal pass through funds administered by the City and their use is subject to certain requirements, some of which are embodied in this Regulatory Agreement and the Community Development Block Grant Agreement between City and Owner. Therefore, the City has made the CDBG Grant conditioned upon Owner's agreement, for itself and its successors and assigns, to comply with all provisions of this Regulatory Agreement and other documents. Owner has had full opportunity to make itself independently familiar with such limitations and restrictions, and Owner accepts them and agrees to comply fully with them.

10. **Deed Restriction in Favor of County of Placer.** The Property identified in Exhibit A has a recorded deed restriction in favor of the County of Placer. The deed restriction was recorded on February 23, 2018, Placer County Recorder Document Number DOC-2018-0011965-00 ("Placer County Deed Restriction"). This Regulatory Agreement is subordinate to the Placer County Deed Restriction.

OWNER'S OBLIGATIONS

11. **Compliance with City Documents.** Owner's actions with respect to the Property shall at all times be in full conformity with the requirements of the City Documents.

12. **Term of Agreement.** This Regulatory Agreement shall commence upon execution and shall remain in full force and effect until fifteen (15) years from the recordation date of this Agreement. The obligations in this Regulatory Agreement shall remain effective and fully binding on Owner, and its

successors, assigns and heirs, and any subsequent owner of the Property, for this full term regardless of any payment, any reconveyance of a Deed of Trust, or any sale, assignment, transfer, or conveyance of the Property, unless terminated earlier by the City in a recorded document or extended by mutual consent of the parties.

13. **Operation of the Property.** Owner shall operate the Property as permanent supportive housing for homeless individuals with mental illness for the full term of this Regulatory Agreement. All residents of the Property shall have a mental illness diagnosis certified by Placer County ASOC. At least half of the residents of the Property shall be on the By Name List maintained by Placer County Continuum of Care. A minimum of 80% of residents of the Property shall meet the federal definition of extremely low-income having a household income at or below 80% of area median household income (AMI), as adjusted for household size as published by the Department of Housing and Urban Development (HUD). Income limits are published at <https://www.huduser.gov/portal/datasets/il.html>. The current income limits based on the effective date must be used when qualifying a household.

The Property shall never be used as hotel, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, rest home, or trailer park or court.

14. **Lead-Based Paint and Asbestos.** Owner shall comply with the requirements of 24 CFR Part 35 “Lead-based Paint Poisoning Prevention in Certain Residential Structures” and 40 CFR Part 745 “Lead-based Paint Poisoning Prevention in Certain Residential Structures”. Owner, and contractors and subcontractors hired by Owner shall not use lead-based paint, asbestos, or asbestos-containing materials in the construction, design, or maintenance of the Property. Owner, and contractors and subcontractors hired by Owner shall comply with the general lead-based paint requirements of 24 CFR 35 and the requirements related to rehabilitation (Subpart J) including lead hazard evaluation, notices to residents, and ongoing lead-based paint maintenance activities. Lead-based paint hazard evaluation and reduction shall only be performed using HUD-approved methods (Subpart R). Owner, and contractors and subcontractors hired by Owner shall comply with the standards for renovation, requirements for disclosure, and training and accreditation requirements at 40 CFR Part 745. All workers and supervisors must be appropriately certified in the lead-paint hazards and safe work practices at 24 CFR 745 to perform the work they are doing. Owner, and contractors and subcontractors hired by Owner shall comply with the standards for demolition and renovation of asbestos-containing materials at 40 CFR 61.145 including appropriate survey, notifications, containment, and worker protection. Owner shall cause this provision to be inserted in all contracts and subcontracts for all work performed on the Project.

15. **Nondiscrimination.** Owner shall not discriminate or segregate in the use or enjoyment of Property on the basis of race, color, ancestry, national origin, religion, sex, sexual preference, age, marital status, family status, source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions, or any other arbitrary basis.

16. **Personal Responsibility and Work Opportunity Act.** Owner shall assure compliance with the obligations imposed by the federal Personal Responsibility and Work Opportunity Act (Public Law 104-193, commonly known as the Welfare Reform Act), which restrict the City funding of federal benefits to persons who are not citizens or qualified aliens as defined in such act.

17. **Operation and Management of Project.** Owner and each of Owner’s officers, agents, and/or employees shall diligently operate and manage the Property in substantial conformance with the

covenants contained in this Agreement, which shall run with the land and bind all successors-in-interest to the Property.

18. **Maintenance and Security.** Owner shall, at its own expense, maintain the Property in good condition, in good repair, and in a safe, sanitary, and habitable condition for the benefit of the Property's guests. Owner shall not commit or permit any waste on or to the Property, and shall prevent and/or rectify any physical deterioration of the Property. Owner shall maintain the Property in conformance with all applicable state, federal, and local laws, ordinances, codes, and regulations; however, Owner's maintenance obligations shall not be limited only to the standards contained in these laws or the Management Plan.

In the event the Owner fails to maintain the Property in accordance with these standards and after thirty (30) calendar days prior written notice to Owner, the City or its agent may, but shall be under no obligation to, enter upon the Property, make such repairs or replacements as are deemed necessary in City's reasonable discretion, and provide for payment thereof. Any amount advanced by City to make such repairs, together with interest thereon at the legal rate (unless payment of such an interest rate would be contrary to applicable law, in which case interest shall accrue at the rate then allowed by applicable law), shall become an additional obligation of Owner to City and shall be secured by the Deed of Trust.

Nothing contained in this Section shall be interpreted to place any restriction or limitation on the City's right to take such actions as it deems necessary or proper to protect the health and safety of the public in the proper exercise of the City's authority under federal, state, and local laws.

19. **Inspection and Records.** Owner shall maintain records which clearly document Owner's performance of its obligations to operate the Property under the terms of the City Documents. Owner shall submit any records to the City within ten (10) business days of City's request. Owner shall permit City to enter and inspect the Property for compliance with obligations under the City Documents upon five (5) days advance written notice of such visit by City to Owner or Owner's property manager. Further, at the written request of the City, Owner shall, within ten (10) business days following receipt of such request, furnish reports and shall give specific answers to questions upon which information is desired from time to time relative to the income, assets, liabilities, contracts, operations, and condition of the property and the status of the Deed of Trust.

20. **Audit and Inspection.** The Property and all related equipment, buildings, plans, offices, books, contracts, records, documents and other related papers shall at all times be maintained in reasonable condition for audit and shall be subject to examination by the City or its agents. The books and accounts of the operations of the Project and of the Property shall be kept in accordance with generally accepted accounting principles.

21. **Fees, Taxes, and Other Levies.** Owner shall be responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority, utility company, or homeowner or condominium association with respect to the Property, and shall pay such charges prior to delinquency. However, Owner shall not be required to pay any such charge as long as (a) the legality thereof is being contested in good faith and by appropriate proceedings, and (b) Owner maintains reserves adequate to pay any contested liabilities.

22. **Insurance Coverage.** Owner shall cause to have in full force and effect during the term of this Regulatory Agreement insurance coverage as required in Exhibit B.

23. **Property Damage or Destruction.** If any part of the Property is damaged or destroyed, Owner shall, at its own cost and expense, repair or restore the Property consistent with the original condition of the Project. Such work shall be commenced within thirty (30) calendar days, or up to one hundred eighty (180) calendar days with written approval of City, after the damage or loss occurs and shall be completed within three hundred sixty (360) calendar days thereafter. All insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if insurance proceeds are insufficient for such purpose, Owner shall make up the deficiency. Placer County is listed as a loss payee on Owner's property insurance. This Regulatory Interest does not supersede Placer County's interest in said insurance policy.

GENERAL PROVISIONS

24. **Transfer and Encumbrance of Property.** Owner shall not transfer the Property, in whole or in part, without the prior written consent of the City and the approval of the Roseville City Council in the form of a resolution. Requests to transfer the Property shall be considered for approval only if the following conditions are satisfied: (A) the receipt by the City of evidence acceptable to the City that (1) the Owner shall not be in default hereunder or the transferee undertakes to cure any defaults of the Owner to the reasonable satisfaction of the City; (2) the continued operation of the Project shall comply with the provisions of the City Documents; (3) either (a) the transferee or its property manager has at least three (3) years' experience in the ownership, operation, and management of similar housing projects, and at least five (5) years' experience in the ownership, operation and management of transitional housing projects containing below-market-rate units, without any record of material violations of discrimination restrictions or other state or federal laws or regulations or local government requirements applicable to such projects, or (b) the transferee agrees to retain a property management firm with the experience and record described in subclause (a) above, or (c) the transferring Owner or its management company will continue to manage the Project, or another management company reasonably acceptable to the City will manage, for at least one (1) year following such transfer and, if applicable, during such period the transferring Owner or its management company will provide training to the transferee and its manager in the responsibilities relating to the Project; and (4) the person or entity that is to acquire the Project does not have relevant pending litigation against it, and does not have a history of significant and material building code violations or complaints concerning the maintenance, upkeep, operation, and Regulatory Agreement compliance of any of its projects as identified by any local, state or federal regulatory agencies; (B) the execution by the transferee of any document reasonably requested by the City to evidence the assumption of the Owner's obligations under this Regulatory Agreement.

Owner shall not transfer or encumber any of the Property or permit the conveyance, transfer, or encumbrance of the Property unless such assignee, transferee or encumbrancer has agreed, in writing and in a form suitable for recordation, to be bound by the terms of this Regulatory Agreement.

25. **Default and Remedies.** In the event of any breach or violation of any agreement, obligation, or warranty under the City Documents, City shall give written notice to Owner and County by specifying: (a) the nature of the breach or violation, (b) the action required to cure the breach or violation, if an action to cure is possible, and (c) a date, which shall not be less than ninety (90) calendar days from the mailing of the notice, by which such action to cure must be taken, if an action to cure is possible. If Owner fails to cure the breach or violation within the timeframe specified in the notice, or if a cure is not possible, City may proceed with any of the following remedies:

A. Bring an action for equitable relief seeking the specific performance by Owner of the terms and conditions of the City Documents, and/or enjoining, abating, or preventing any violation of said terms and conditions, and/or seeking declaratory relief;

B. After notice provided for herein, make such repairs or replacements to the Property as are necessary and provide for payment thereof; or

C. Foreclose by Power of Sale to recover the Federal CDBG funding in the amount of eighty five thousand five hundred dollars (\$85,500) used to improve the Property;

D. Pursue any other remedy allowed at law or in equity.

26. **Non-Liability of Officials, Employees, and Agents.** No member, official, director, employee, or agent of City shall be personally liable to Owner or third party beneficiaries for any obligation created under the terms of the City Documents.

27. **Indemnity.** Notwithstanding the insurance coverage required herein, Owner, its successors, assigns and heirs shall defend, indemnify and hold City, its members, officials, directors, employees, and agents, harmless against any losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including attorney's fees) which City may incur as a result of (a) Owner's failure to reasonably perform any material obligations as required by the City Documents; (b) a failure of any of Owner's representations or warranties under the City Documents to be true and complete in any material respect; (c) any material breach, act or omission by Owner, management agent, Owner's contractors, subcontractors, or suppliers with respect to the Project or the Property, and/or (d) any claim related to the Project or Property, except if the loss is caused by the sole negligence or willful misconduct of City. Owner shall pay immediately upon City's demand any amounts owing under this indemnity. The duty of Owner to indemnify includes the duty to defend City in any court action, administrative action, or other proceeding brought by any third party arising from the Project or the Property. Owner's duty to indemnify City shall survive the term of this Regulatory Agreement.

28. **Governing Law.** This Regulatory Agreement shall be interpreted under and governed by the laws of the State of California, except for those provisions preempted by federal law. However, the laws of the State of California shall not be applied to the extent that they would require or allow the court to use the laws of another state or jurisdiction. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court or the United States District Court, Eastern District of California.

29. **Attorneys' Fees and Costs.** In the event that a legal or administrative action is brought to interpret or enforce the terms of the City Documents, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

30. **Time.** Time is of the essence in this Regulatory Agreement.

31. **Consents and Approvals.** Any consent or approval required under the Regulatory Agreement shall not be unreasonably withheld.

32. **Changes without Consent of Tenants, Lessees, or Others.** Only City and its successors and assigns, and Owner shall have the right to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants or restrictions contained in this Regulatory Agreement without the consent of

any easement holder, licensee, other mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Property.

33. **Notices, Demands, and Communications.** Formal notices, demands, and communications between Owner and City shall be given by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the principal offices of Owner and City as follows, or if any such office is relocated, to the new address specified by the relocated party:

CITY:	ATTN: Economic Development Direct City of Roseville 316 Vernon Street, Suite 150 Roseville, California 95678
-------	---

WITH A COPY TO:	ATTN: City Attorney's Office City of Roseville 311 Vernon Street Roseville, California 95678
-----------------	---

OWNER:	ATTN: Executive Director 319 Main Street Roseville, CA 95678
--------	--

COUNTY:	ATTN: Director of Health and Human Services County of Placer 3091 County Center Drive, Suite 290 Auburn, CA 95603
---------	---

If the recipient refuses or rejects delivery, notice is deemed complete as of the date on which the Notice is so refused or rejected, as conclusively established by the records of the United States Postal Service or such express courier service.

34. **Binding upon Successors.** All provisions of this Regulatory Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of Owner and City, and shall run with the land for the full term of this Regulatory Agreement, regardless of any reconveyance of the Deed of Trust, or any conveyance or transfer of the Property. Any successor-in-interest to Owner and any purchaser or transferee of the Property shall be subject to all of the duties and obligations imposed on Owner under this Regulatory Agreement for the full term of this Regulatory Agreement. The term "Owner" as used in this Regulatory Agreement shall include all such assigns, successors-in-interest, and transferees.

35. **Relationship of Parties.** The relationship of Owner and City for this Project during the term of this Regulatory Agreement shall not be construed as a joint venture, equity venture, or partnership. City neither undertakes nor assumes any responsibility or duty to Owner or to any third party with respect to

the operation of the Property or the actions of Owner. Except as City may specify in writing, Owner shall have no authority to act as an agent of City or to bind City to any obligation.

36. **Waiver.** Any waiver by City of any obligation in this Regulatory Agreement must be in writing. No waiver will be implied from any delay or failure by City to take action on any breach or default of Owner or to pursue any remedy allowed under this Regulatory Agreement or applicable law. Any extension of time granted to Owner to perform any obligation under this Regulatory Agreement shall not operate as a waiver or release from any of its obligations under this Regulatory Agreement. Consent by City to any act or omission by Owner shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for City's written consent to future waivers.

37. **Other Agreements.** Aside from the County Deed Restriction, Owner represents that it has not entered into any agreements that would restrict or compromise its ability to comply with the terms of this Regulatory Agreement or City Documents. Owner shall not enter into any agreements that are inconsistent with the terms of this Regulatory Agreement without a written waiver by City, which shall not be unreasonably withheld.

38. **Amendments and Modifications.** Any amendments or modifications to this Regulatory Agreement must be in writing, and shall be effective only if executed by both Owner and City.

39. **Severability.** Every provision of this Regulatory Agreement is intended to be severable. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

SPECIAL PROVISIONS

40. **Agreement and Acknowledgement of Agreement.** City and Owner acknowledge and agree that this Agreement has been negotiated at arm's length, that each party has been represented by independent counsel and/or has had an opportunity to consult with and be represented by independent counsel, that this Agreement is deemed to be drafted by both parties, that no one party shall be construed as the drafter of this Agreement, and that any rule of construction that ambiguities are to be construed against the drafter shall not apply in the interpretation or construction of this Agreement.

41. **Authority.** The person(s) signing this Regulatory Agreement hereby represents and warrants that he/she is fully authorized to sign this Regulatory Agreement on behalf of their respective party and to legally bind such party to the performance of its obligations hereunder.

[Remainder of Page Intentionally Left Blank]

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 Owner has caused this Agreement to be executed.

CITY:

CITY OF ROSEVILLE,
a California municipal corporation

By: _____
Dominick Casey
City Manager

Approved as to form:

By: _____
Robert R. Schmitt
City Attorney

Attest:

By: _____
Sonia Orozco
City Clerk

Approved as to substance:

By: _____
Laura Wilkie
Economic Development Director

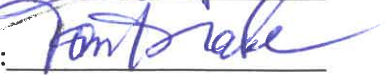
ALL SIGNATURES MUST BE NOTARIZED

OWNER:

ADVOCATES FOR MENTALLY ILL HOUSING, INC., a
California nonprofit corporation

By:  _____

Its: President _____

By:  _____

Its: SECRETARY _____

See attached
California All-Purpose
Acknowledgment
dated 10.15.19

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE§ 1189

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

State of California)
 County of Placer)
 On 10/15/2019 before me, Teri D Tate Notary Public,
Date Here Insert Name and Title of the Officer
 personally appeared Suzi deFosse +
Name(s) of Signer(s)
Thomas Drake

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

Teri D. Tate
 Signature of Notary Public

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 _____)
 On _____ before me, _____,
Date Here Insert Name and Title of the Officer
 personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

EXHIBIT A

Legal Description

The land described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

That portion of Lots 12 and 13, in Block 39, as shown on the Map of Resurvey of a part of the original Plat of Roseville recorded July 23, 1907 in Book C of Maps at Page 33, described as follows:

Beginning at the Southwesterly corner of said Lot 13 from which a P.K. nail, marking the intersection of the centerlines of Grant Street and Berkeley Avenue, bears the following courses and distances:

- 1) South 45° 57' 00" West 185.0 feet; and
- 2) North 44° 15' 00" West 181.60 feet;

thence from said point of beginning North 44° 15' 00" West 146.0 feet to a 1/2 inch steel rod tagged R.C.E. 11575; thence paralleling Berkeley Avenue North 45° 57' East 48.86 feet to a 1/2 inch steel rod tagged R.C.E. 11575; thence paralleling Main Street East 22.59 feet to a 1/2 inch steel rod tagged R.C.E. 11575; thence South 35° 18' 00" East 131.82 feet to a 1/2 inch steel rod tagged R.C.E. 11575; thence South 45° 57' 00" West 44.51 feet to the point of beginning.

APN: 012-114-013-000

EXHIBIT B
Insurance Requirements

OWNER agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate

A. Form. OWNER 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. OWNER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds. Such insurance shall specifically cover the contractual liability of OWNER. The additional insured coverage under the OWNER policy shall be primary and noncontributory, 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. Subject to the County's interest as a loss payee, 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. OWNER shall provide ten (10) calendar 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. OWNER 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, OWNER shall require its subcontractors to agree to be bound to OWNER and CITY in the same manner and to the same extent as OWNER is bound to CITY under this Agreement. Additionally, OWNER 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. OWNER hereby agrees to waive subrogation which any insurer of OWNER may acquire from OWNER 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 OWNER, its employees, agents and subcontractors.

H. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve OWNER 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.

EXHIBIT C
Certificate of Compliance with Labor Code § 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I have complied or will comply with such provisions before commencing the performance of the work of this Agreement. (Cal. Labor Code §§1860, 1861.)

OWNER

By:  _____

Its:  _____

EXHIBIT D

Owner Release from Liability and Indemnification for Worker's Compensation Coverage

I declare under penalty of perjury that I am a sole proprietor, partnership, or non-profit and, as such, I do not employ any employees. I fully understand that if I hire any employees during the term of this contract, that I must abide by the laws and regulations of the State of California regarding Workers' Compensation insurance. At such time, I will provide the City of Roseville evidence of such Workers' Compensation coverage in compliance with the terms of this contract.

Should I fail to secure Workers' Compensation coverage as required by the State of California, I will release, hold harmless, defend and indemnify the City of Roseville from and against any damage, liability, claim, cause of action and any other loss, including without limitation, court costs, reasonable attorney's fees and costs resulting from any failure to take and/or maintain Workers' Compensation insurance as required by law. The provisions of this Exhibit shall survive termination, suspension and/or completion of this contract.

It is further understood and agreed that this release and assumption of risk is to be binding on my heirs and assigns.

OWNER

By:  _____

Its:  _____



COUNCIL COMMUNICATION

CC #: 0436

File #: 0709

Title: HOUSING SUCCESSOR - Home Start - Owner Participation Agreement
Amendment

Contact: Trisha Isom 916-746-1239 tisom@roseville.ca.us

Meeting Date: 11/20/2019

Item #: 10.3.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council, acting as the Housing Successor, adopt a resolution to approve a Second Amendment to the Owner Participation Agreement with Roseville Home Start to allow 410 Riverside Avenue to be redeveloped as 27 units of permanent supportive housing focused on serving very low-income families.

BACKGROUND

The former Redevelopment Agency of the City of Roseville assisted Roseville Home Start with a \$500,000 loan in September 2005 for the purpose of providing transitional housing for families at 410 Riverside Avenue. Following the dissolution of the Redevelopment Agency in 2012, the City of Roseville, acting as the Housing Successor, elected to retain the Agency's functions and assets and, as a result, continues to hold the note and monitor the affordable agreement for Roseville Home Start.

Recently, Volunteers of America (VOA) acquired Roseville Home Start as a subsidiary organization. As part of this acquisition, VOA recognized the need to reduce vacancies at the property and the lack of funding for transitional housing. In order to optimize use of the 27 housing units, VOA is changing the primary occupancy from transitional to permanent housing and is rehabilitating the units. These modifications will allow Housing Choice Voucher participants to use their rental assistance vouchers at the site. One of the units will be reserved for the required on-site property manager.

The proposed Second Amendment to the Owner Participation Agreement incorporates the following alterations:

- Updates definition of "family" to include households that consist of one adult and one child;
- Provides for use of 27 residential units for permanent housing and participation in the Housing Choice Voucher program;
- Permits up to five emergency housing units, based on available funding; and

- Adds the City's standard annual monitoring fee for each occupied unit.

VOA intends to continue on-site case management and supportive services for current and new residents. City staff is supportive of VOA's commitment to assisting families in the Roseville area. Lastly, the recommended Second Amendment to the Owner Participation Agreement will assist the City in meeting its General Plan affordable housing goals.

FISCAL IMPACT

No General Fund resources will be used for the implementation of the Second Amendment to the Owner Participation Agreement. The amendment includes the standard monitoring fee which covers staff costs to complete annual monitoring of the 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, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. A second amendment to an Owner Participation Agreement for Roseville Home Start meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Trisha Isom, Housing Analyst

Laura Matteoli, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Housing Successor Agency Resolution No. 4-19

Home Start Second Amendment to Owner Participation Agreement

HOUSING SUCCESSOR AGENCY

RESOLUTION NO. 4-19

APPROVING A SECOND AMENDMENT TO OWNER PARTICIPATION AGREEMENT FOR 410 RIVERSIDE AVENUE, BY AND BETWEEN THE CITY OF ROSEVILLE ACTING IN ITS CAPACITY AS THE HOUSING SUCCESSOR TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF ROSEVILLE, AND ROSEVILLE HOME START, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Second Amendment to Owner Participation Agreement for 410 Riverside Avenue, by and between the City of Roseville acting in its capacity as the Housing Successor to the former Redevelopment Agency of the City of Roseville, and Roseville Home Start, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville, acting in its role as Housing Successor, that the Second Amendment to Owner Participation Agreement for 410 Riverside Avenue is hereby approved and 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 COUNCILMEMBERS/AUTHORITY MEMBERS:

NOES COUNCILMEMBERS/AUTHORITY MEMBERS:

ABSENT COUNCILMEMBERS/AUTHORITY MEMBERS:

Mayor & Chair

ATTEST:

City Clerk & Secretary

Recording Requested by:
CITY OF ROSEVILLE

When Recorded Mail to:
CITY CLERK
City of Roseville
311 Vernon Street
Roseville, CA 95678

Exempt from recording fees
Pursuant to Gov't. Code 27383

(This space reserved for Recorder's use)

**SECOND AMENDMENT TO
OWNER PARTICIPATION AGREEMENT
BETWEEN
CITY OF ROSEVILLE, ACTING AS THE HOUSING SUCCESSOR TO THE
FORMER REDEVELOPMENT AGENCY OF THE CITY OF ROSEVILLE
AND
ROSEVILLE HOME START, INC.**

**SECOND AMENDMENT TO
OWNER PARTICIPATION AGREEMENT
FOR 410 RIVERSIDE AVENUE**

THIS SECOND AMENDMENT TO OWNER PARTICIPATION AGREEMENT

("Second Amendment") for 410 Riverside Avenue is made and entered into this ____ day of _____, 20 __, by and between the City of Roseville, a municipal corporation, acting in its capacity as the Housing Successor to the former Redevelopment Agency of the City of Roseville ("Agency"), and Roseville Home Start, Inc., a nonprofit public benefit corporation ("Owner").

W I T N E S S E T H:

WHEREAS, on September 21, 2005, the former Redevelopment Agency of the City of Roseville and Owner entered into an Owner Participation Agreement ("OPA") regarding a \$500,000.00 loan the former Redevelopment Agency of the City of Roseville gave to Owner in exchange for the provision of specified affordable housing; and

WHEREAS, on February 3, 2010, the OPA was amended to include an Amended and Restated Promissory Note Secured by Deed of Trust as Exhibit B to the OPA; and

WHEREAS, upon dissolution of all California redevelopment agencies effective February 1, 2012, City of Roseville assumed its role as the Housing Successor to the former Redevelopment Agency of the City of Roseville; and

WHEREAS, Owner desires to change the use of the Property, as defined in the OPA, from transitional housing to permanent affordable housing, and to expand the categories of families that may qualify for tenancy; and

WHEREAS, the parties desire to amend the OPA as outlined in this Second Amendment.

NOW, THEREFORE, Agency and Owner agree as follows:

1. City of Roseville enters into this Second Amendment in its capacity as the Housing Successor to the former Redevelopment Agency of the City of Roseville.

2. Recital C of the OPA is amended to read as follows:

“Pursuant to this Agreement, Agency intends to provide a loan in the amount of five hundred thousand dollars (\$500,000.00) to assist Owner in paying a portion of the cost of rehabilitation of the Property. In exchange for Agency assistance, Owner will provide 27 studio/1 bedroom units affordable to very low-income households as permanent affordable housing, including 1 unit for an onsite management agent.

3. Article 1, subdivision (m) of the OPA is amended to read as follows:

“‘Family’ means (a) a parent or two parents and children; (b) a parent or two parents participating in county or court-supervised reunification efforts to restore custody of their child(ren); (c) a pregnant woman; (d) grandparents or other relatives with custody of child(ren); (e) foster parents of child(ren); or (f) other households that include at least one adult and one child.”

4. Article 4, Section 4.02 of the OPA is amended to read as follows:

“Use. Owner hereby agrees that, for the entire Term: (a) the Project shall be used only for very low income, independent living residential use consistent with the Agency Documents; (b) Owner shall reserve for occupancy twenty-seven (27) residential units in the Project for Family households whose incomes do not exceed fifty percent (50%) of the Sacramento Metropolitan Statistical Area median income (adjusted for household size) at the Affordable Rents for very low income households; and (c) to the extent permitted by law, Owner shall give priority to housing Families from the City of Roseville. Up to five (5) emergency housing units may be permitted at any time, based on grant funding availability. The foregoing restrictions shall not prevent Owner from charging for optional

services offered to residents. Nothing in this Agreement shall prevent Owner from charging lower rents or no rent. Rents for the residential units governed by this Section may be adjusted by Owner annually after the first year of occupancy. Owner agrees that prior to the rental of any income-restricted unit, each prospective tenant shall be required to complete a form substantially similar to the form attached hereto as Exhibit F, Certification of Tenant Eligibility. It is understood the primary use of this facility is permanent housing.

5. Article 4, Section 4.09 of the OPA is amended to read as follows:

“Participation in Housing Choice Voucher Program. Owner agrees to participate in the Housing Choice Voucher Program of the Roseville Housing Authority (“Authority”) to the extent of up to twenty-seven (27) units. If the Authority is unable to participate to that extent, Owner shall participate to the extent such units are available or may later become available. Owner shall apply to the Authority for participation in the program concurrently with lease-up of the initial building and shall remain a participant during the term of this Agreement. Rents for the units governed by the Housing Choice Voucher Program shall be determined by the Authority in accordance with the United States Department of Housing and Urban Development Federal Regulations.”

6. A new Section 4.11 is added to Article 4 of the OPA, which shall read as follows:

“Tenant Monitoring Fee. Commencing one (1) year after the date of recording this Second Amendment and annually thereafter, Owner shall pay Agency, not later than March 31 of each year, a tenant monitoring fee equal to forty dollars (\$40) for each occupied, affordable apartment unit within the Project. A penalty of ten percent (10%) per month shall be assessed against any fee not paid when due.”

7. Article 6, Section 6.01 of the OPA is amended to read as follows:

“Notices, Demands and Communications. Formal notices, demands, and communications between Agency and Owner shall be sufficiently given if, and shall not be

deemed given unless, sent by United States mail, registered or certified, postage prepaid, return receipt requested, or delivered personally to the principal offices of

Agency and Owner as follows:

Agency:

City of Roseville, acting as the Housing Successor to the
Former Redevelopment Agency of the City of Roseville
316 Vernon Street
Roseville, CA 95678
Attention: Housing Manager

Owner:

Roseville Home Start, Inc.
c/o Volunteers of America (VOA) 3434
Marconi Ave.
Sacramento, CA 95821
Attention: President and Chief Executive Officer

Such written notices, demands, and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section 6.01.”

8. Exhibit “F” to the OPA is amended with the current versions of the following forms, attached to this Second Amendment as Exhibit “A” and incorporated herein:

- Checklist for Affordable Rental Units
- Certification of Resident Eligibility
- Calculations of Resident Eligibility
- Affordable Tenant Record of Rental Increases

All other provisions of the OPA shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, acting as the Housing Successor to the former Redevelopment Agency of the City of Roseville, has authorized the execution of this Second Amendment 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 Owner has caused this Second Amendment to be executed.

AGENCY:

CITY OF ROSEVILLE, ACTING AS THE
HOUSING SUCCESSOR TO THE FORMER
REDEVELOPMENT AGENCY OF THE
CITY OF ROSEVILLE

OWNER:

ROSEVILLE HOME START, INC., a
nonprofit public benefit corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
LAURA MATTEOLI
Economic Development Director

BY: 
its: Chief Operating Officer

and
BY: 
its: Chief Financial Officer

**See Attached
By Notary
For Required
California Wording**

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)
County of Sacramento)

On 10/15/19 before me, Taylor Billings, Notary Public,
personally appeared, Amani Sawines

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.

Taylor Billings
Notary Public Signature



Seal

----- OPTIONAL INFORMATION -----

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT

Title or Type of Document _____

Date of Document _____ Number of Pages _____

Signers(s) Other Than Named Above _____

CALIFORNIA ALL- PURPOSE 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 Sacramento }

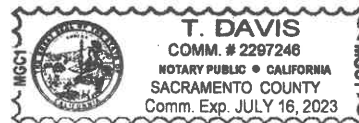
On October 16, 2018 before me, T. Davis Notary Public
(Here insert name and title of the officer)

personally appeared Joel Russo
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.

T. Davis
Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT A

**AMENDED EXHIBIT F TO OWNER
PARTICIPATION AGREEMENT**

EXHIBIT F

CHECKLIST FOR AFFORDABLE RENTAL UNITS

The following documentation must be present in the Tenant's file (in a form approved by the Housing Manager) for an "affordable renter."

- ____ Certification of Affordable Rental Unit Eligibility Form
- ____ Calculation of Tenant Eligibility Form
- ____ Record of Rental Increases
- ____ Written, third party verification of all income sources, including:
 - ____ Employment
 - ____ Self-employment (tax return and profit & loss statement for current year)
 - ____ Unemployment
 - ____ AFDC (Welfare) Benefits
 - ____ Child Support
 - ____ Alimony
 - ____ Social Security Benefits
 - ____ Supplemental Security Income (SSK)
 - ____ VA or Military Benefits
 - ____ Pensions and/or Annuities
 - ____ Retirement Funds
 - ____ Savings Accounts (Interest Income)
 - ____ Checking Accounts
 - ____ Government Grants
 - ____ Trust Funds
 - ____ Stocks & Bonds (Cash Value)
 - ____ Life Insurance (Cash Value)

Name _____ Complex _____

Title _____ Date _____

CERTIFICATION OF RESIDENT ELIGIBILITY

Re: _____ Apt. # _____
Apartment Complex

I/we have read and answered truthfully, fully frankly and personally each of the following questions for all persons who are to occupy the unit being applied for in the above apartment project. Listed below are the names of all persons who intend to reside in the unit:

[illegible]

CERTIFICATION OF RESIDENT ELIGIBILITY (cont.)

INCOME COMPUTATION

- 6) The total anticipated income calculated in accordance with this paragraph 6, of all persons (except children under the age of 18 years) listed above for the 12-month period beginning the date that I/we plan to move into a unit is \$_____.

Included in the total anticipated income listed above are:

- a. All wages and salaries, overtime pay, commissions, fees and other compensation for personal services, before payroll deductions.

Excluded from such anticipated income are:

- a. Casual, sporadic or irregular gifts;
- b. Amounts which are specifically for or in reimbursement of medical expenses;
- c. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlements for personal or property losses;
- d. Amounts of educational scholarships paid directly to the student or the educational institution and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books, and equipment. Any amounts of such scholarships or payments to veterans not used for the above purposes are to be included in income;
- e. Hazardous duty pay to a family member in the Armed Forces who is away from home and exposed to hostile fire;
- f. Relocation payments under Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;
- g. Foster child care payments;
- h. The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1977.

- 7) This certificate is made with the knowledge that it will be relied upon by the Owner to determine maximum income for eligibility to occupy the unit; and I/we

declare that all information set forth herein is true, correct and complete and based upon information I/we deem reliable and that the statement of total anticipated income contained in paragraph 6 is reasonable and based upon such investigation as the undersigned deemed necessary.

- 8) I/We will assist the Owner in obtaining any information or documents required to verify the statement made herein, including either an income verification from my/our present employer(s) or copies of federal tax returns for the immediately preceding calendar year.
- 9) I/We acknowledge that I/we have been advised that the making of any misrepresentation or misstatement in this declaration will constitute a material breach of my/our agreement with the Owner to lease the unit and will entitle the Owner to prevent or terminate my/our occupancy of the unit by institution of an action for eviction or other appropriate proceedings.

I/We declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ in the City of _____
California.

Applicant

Applicant

Applicant

Applicant

Applicant

[All persons listed in number 2 above, except children under the age of 18 must sign this form]

**CALCULATIONS OF RESIDENT
ELIGIBILITY FOR AFFORDABLE
RENTAL FORM**

(FORM COMPLETION BY APARTMENT OWNER OR AGENT)

NAME: _____ UNIT # _____

<u>SOURCE</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
Social Security	\$ _____	\$ _____
Social Security	\$ _____	\$ _____
Civil Service	\$ _____	\$ _____
Pension _____	\$ _____	\$ _____
Interest _____	\$ _____	\$ _____
Wages _____	\$ _____	\$ _____
Tips _____	\$ _____	\$ _____
Wages _____	\$ _____	\$ _____
Tips _____	\$ _____	\$ _____
Child Support	\$ _____	\$ _____
Welfare	\$ _____	\$ _____
Stocks/Bonds	\$ _____	\$ _____
Other _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____
TOTAL INCOME	\$ _____	\$ _____
	Monthly base rent	\$ _____
	Move-in date	_____

BY _____

TITLE _____

DATE _____

AFFORDABLE TENANT **RECORD OF RENTAL INCREASES**

(FORM COMPLETION BY APARTMENT OWNER OR AGENT)

MOVE-IN DATE _____

INITIAL BASE RENT \$ _____

ANNUAL INCOME \$ _____

[illegible]



COUNCIL COMMUNICATION

CC #: 0433

File #: 0709 & 0201-01

Title: Homeless Outreach Workers Contract and Budget Adjustment

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

Meeting Date: 11/20/2019

Item #: 10.4.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Adopt a resolution to approve the attached two-year contract with the Placer County Adult System of Care (ASOC) for the hiring of two homeless outreach workers to be embedded with the Roseville Police Department's Social Services Unit (SSU) at a cost to the City not to exceed \$40,000.00 per year (\$20,000.00 from the Community Development Block Grant (CDBG) program and \$20,000.00 from the Downtown Roseville Partnership each year).
2. Adopt an ordinance to approve a budget adjustment for the use of Community Development Block Grant (CDBG) program income received this fiscal year in order to utilize \$20,000.00 of the \$98,078.00 for this contract. The remaining \$78,078.00 will be used for labor compliance monitoring of existing CDBG contracts and other public facility projects.

BACKGROUND

Last year, the City partnered with Placer County in hiring a part-time Homeless Outreach Worker who was embedded with the Roseville Police Department's Social Services Unit and assisted in completing outreach to members of the community who are homeless. Through this position, individuals were connected to housing, shelter, and services, including chronically homeless individuals who obtained permanent housing through the Mainstream voucher program. Based on further research of the results, best practices, as well as discussions with the Downtown Roseville Partnership (DRP)'s Clean and Safe Committee, it was concluded that consistent and additional outreach staff is needed to continue to make an impact on decreasing instances of local homelessness. Through consistent outreach, these workers/navigators are able to:

- Build relationships with individuals who may have a difficult time trusting others due to life history, mental illness, trauma, etc.;
- Connect people to the services and housing they need;
- Be responsive to the business community by reaching out to individuals in the downtown area; and
- Be available to people experiencing homelessness when they are seeking help.

In August 2019, the DRP committed \$20,000.00 per year for two years towards the homeless outreach in the downtown area. Upon further discussions with Placer County, they are willing to

match the City of Roseville's CDBG and DRP's funding commitments for the outreach workers that are dedicated to the downtown area in Roseville. After additional review and discussion, staff is recommending that the City proceed with a two-year contract with Placer County to do the following:

- Hire two 28-hour/week Homeless Outreach Workers who will be embedded with the Social Services Unit and will do outreach with the unit's Problem-Oriented Policing (POP) Officers in the downtown and other identified areas.
- Utilize the outreach workers to track agreed-upon data for the DRP and the City, to measure results and report quarterly to the DRP Board on the use of their funds, including the following outcome measurements: number of hours outreach workers spent in the Business Improvement District, response time when contacted by a business, number of individuals contacted, number of unduplicated individuals connected to services, and number of unduplicated individuals connected to shelter and housing.

This is a community based mutually-beneficial partnership with the Downtown Roseville Partnership, Roseville Housing Authority and Placer County that strengthens the Roseville Homeless Response Team through the Roseville Police Department's Social Services Unit.

FISCAL IMPACT

This item has no impact on the General Fund. The \$40,000.00 per year for the Homeless Outreach Worker Contract will be paid through a combination of \$20,000.00 per year from the Downtown Roseville Partnership (DRP) (a two year grant) and \$20,000.00 per year of Community Development Block Grant (CDBG) funding. The attached Budget Adjustment requests authority to spend \$98,078.00 of CDBG program income received this fiscal year, of which \$20,000.00 will be used for the first year commitment to the Homeless Outreach Worker Contract, and the remaining \$78,078.00 will be used for labor compliance monitoring for existing CDBG contracts and other public facility 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, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The contract for two Homeless Outreach Workers and accompanying budget adjustment meet the above criteria and are not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Suzanne Acrell, Housing Analyst

Laura Matteoli, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution No. 19-480

ASOC Roseville Homeless Outreach Worker Contract 2019-2021

Ordinance No. 6153

Community Development Block Grant (CDBG) Program Income Budget Adjustment

RESOLUTION NO. 19-480

APPROVING A CONTRACT FOR SERVICES, BY AND BETWEEN THE CITY OF
ROSEVILLE AND PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN
SERVICES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF
OF THE CITY OF ROSEVILLE

WHEREAS, a Contract for Services for two (2) Homeless Outreach Workers, by and
between the City of Roseville and Placer County Department of Health & Human Services, has
been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said Contract for Services is hereby approved and 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

CONTRACT FOR SERVICES
PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES

DESCRIPTION:	Homeless Outreach Worker
CONTRACT NO.	<u>SCN</u>
BEGINS:	November 21, 2019
ENDS:	June 30, 2021
ADMINISTERING AGENCY:	Health and Human Services, Adult System of Care

This is an Agreement made and operative as of the ___ day of November, between the COUNTY OF PLACER, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and City of Roseville, a municipal corporation, hereinafter referred to as "CITY."

WHEREAS, COUNTY and CITY wish to further identify and outreach with individuals who are homeless and in need of housing coordination and services; and

WHEREAS, CITY has received \$20,000 per year for two years from the Downtown Roseville Partnership (DRP) to provide outreach services within the downtown area; and

WHEREAS, COUNTY has experience in the identification and hiring of outreach workers in other homeless services programs as well as overseeing case management for adults within Adult System of Care programs; and

WHEREAS, CITY has experience in identifying individuals and families who are homeless and in need of connection to services in Roseville and has previously coordinated with other County contracts in utilizing homeless outreach workers; and

WHEREAS, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of their respective responsibilities during the term of this Agreement,

Therefore, in consideration of the mutual covenants and agreements of this Agreement, it is understood and agreed by and between the parties as follows:

1. **SERVICES:** COUNTY agrees to provide CITY with two downtown Roseville-focused part-time Homeless Outreach Workers in partnership with CITY, as set forth in **Exhibit A titled Scope of Services**, attached hereto and incorporated herein by this reference.
2. **AMENDMENTS:** This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement, including attachments, shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to CITY or provide additional payment to COUNTY except as expressly set forth in this or the amended Agreement.
3. **FUNDING SOURCE:** CITY is using a grant from the Downtown Roseville Partnership (DRP) and federal Community Development Block Grant (CDBG) administrative funding as the source for payment under this contract. These funds are being provided from Grant No. B-18-MC-06-0043 and under CFDA 14.218.
4. **PAYMENT:** CITY shall pay to COUNTY as full payment for all services rendered pursuant to this Agreement in the amount set forth in **Exhibit B, titled Payment Provisions**. The

payment specified in Exhibit B shall be the only payment made to COUNTY for services rendered pursuant to this Agreement. The total amount of this contract and payments made under this Agreement shall not exceed Forty Thousand Dollars (\$40,000) per year for two years. This payment shall be a match with COUNTY funding of Forty Thousand Dollars (\$40,000) per year for two years, which together shall provide Eighty Thousand Dollars (\$80,000) per year for this Agreement, which shall be inclusive of all COUNTY costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. COUNTY shall use all moneys received under this Agreement in conformity with the provisions of 24 CFR Part 570, issued by the United States Department of Housing and Urban Development (HUD) (Administrative Regulations for CDBG) and the applicable provisions of 2 CFR 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (both provided to COUNTY electronically).

INVOICES:

- 4.1. COUNTY will provide one invoice to CITY within 30 days of this Agreement's execution. CITY will review, approve, and pay all valid invoices within 30 days of receipt.
- 4.2. Invoices for payment will be submitted to the following address, will be on COUNTY'S letterhead and will include the contract number, the remittance address, a unique invoice number, a detailed list of expenses with dollar amounts and backup documentation to support each expense should be attached to the invoice and mailed to the following address:

City of Roseville Housing Division
Attention: Kristine Faelz
316 Vernon Street, Suite 150
Roseville, CA 95678
5. **EXHIBITS:** All exhibits referred to in this Agreement, and/or identified in the list of exhibits following the signature page, and / or otherwise attached to the Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit B, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements. Responsibilities and services of COUNTY identified in more than one location will be construed such that the provisions mandating the greater obligations shall control.
6. **FACILITIES, EQUIPMENT AND OTHER MATERIALS:** Except as otherwise specifically provided in this Agreement, COUNTY will, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. At CITY'S discretion, CITY may make equipment or facilities available to COUNTY for COUNTY'S use in furtherance of this Agreement.
7. **CONTRACT TERM:** This Agreement shall remain in full force and effect from November 6, 2019 through June 30, 2021. Contract provisions that contain report deadlines or

record obligations which occur after contract termination survive as enforceable continuing obligations.

8. **TERMINATION:**

- 8.1. CITY or COUNTY will have the right to terminate this Agreement at any time without cause by giving thirty (30) days' notice, in writing, of such termination to the other party. Upon notice of termination by either party, COUNTY shall immediately cease rendering service and shall pay back CITY at a prorated amount of the payment provided, based on the month in which termination occurs. Such notice shall be provided in writing and personally served or given by United States Mail.
- 8.2. In the event CITY terminates this Agreement, COUNTY shall be paid for all work performed and all reasonable allowable expenses incurred to date of termination. Should there be a dispute regarding the work performed by COUNTY under this Agreement, CITY will credit COUNTY the reasonable value of services rendered by COUNTY to the date of termination pursuant to this Agreement not to exceed the amount documented by COUNTY and approved by CITY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Agreement specified in the Payment section herein, and further provided, however, CITY will not in any manner be liable for lost profits which might have been made by COUNTY had COUNTY completed the services required by this Agreement. In this regard, COUNTY shall furnish to CITY such financial and other information as in the judgment of the CITY is necessary to determine the reasonable value of the services rendered by COUNTY. The foregoing is cumulative and does not affect any right or remedy which CITY may have in law or equity.

9. **RECORDS:**

- 9.1. This provision is intended to provide the minimum obligations with respect to records. If provisions contained elsewhere in this Agreement, or at law, provide greater obligations with respect to records or information, those obligations control. For purposes of this provision "records" is defined to mean any and all writings, as further defined in California Evidence Code section 250, whether maintained in paper or electronic form, prepared by or received by COUNTY, in relation to this Agreement.
- 9.2. COUNTY will maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to CITY. COUNTY agrees to provide documentation or reports, compile data, or make its internal practices and records available to CITY or personnel of authorized state or federal agencies, for purpose of determining compliance with this Agreement or other applicable legal obligations. CITY will have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.
- 9.3. Upon completion or termination of this Agreement, CITY may request COUNTY deliver originals or copies of all records to CITY. CITY will have full ownership and control of all such records. If CITY does not request all records from COUNTY, then COUNTY will maintain them for a minimum of four (4) years after completion or termination of the Agreement. If for some reason COUNTY is unable to continue its maintenance obligations, COUNTY will give notice to CITY in sufficient time for CITY to take steps to ensure proper continued maintenance of records.

- 9.4. Since Agreement is federally funded, COUNTY will be subject to the examination and audit of the California State Auditor or by Federal HUD Representatives for a period of three years after final payment under contract (Government Code, Section 8546.7). Should CITY or any outside governmental entity require or request a post-contract audit, record review, report, or similar activity that would require COUNTY to expend staff time and/or resources to comply, COUNTY will be responsible for all such costs incurred as a result of this activity.
- 9.5. COUNTY shall clearly document the use of all funds under this Agreement to ensure adequate records demonstrating the allowable use of funds under CDBG Program Regulations.
10. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, COUNTY, its agents and employees are, at all times, acting and performing as independent contractors, and this Agreement creates no relationship of employer and employee as between CITY and COUNTY. COUNTY agrees neither it nor its agents and employees have any rights, entitlement or claim against CITY for any type of employment benefits or workers' compensation or other programs afforded to CITY employees. COUNTY will be responsible for all applicable State and Federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.
11. **CONFIDENTIALITY of RECORDS and INFORMATION:**
- 11.1. Both parties agree to maintain confidentiality of information and records as required by applicable Federal, State and local laws, regulations and rules. Neither party shall not use or disclose confidential information other than as permitted or required by this Agreement and will notify the other party of any discovered instances of breaches of confidentiality. Both parties shall ensure that any subcontractors' agents receiving confidential information related to this Agreement agree to the same restrictions and conditions that apply to both parties with respect to such information. Both parties agrees to hold the other harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein.
- 11.1.1. HIPAA/ Protected Health Information. If CITY is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or the HIPAA Business Associate Agreement (BAA) Addendum is included as part of this Agreement, it is obliged to comply with applicable requirements of law and subsequent amendments relating to any protected health information, as well as any task or activity CITY performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements. If this Agreement has been determined to constitute a business associate relationship under HIPAA and the HIPAA regulations, CITY is the Business Associate of COUNTY and agrees to the HIPAA Business Associate Agreement (BAA) Addendum exhibit attached to this Agreement.
- 11.1.2. 42 C.F.R. Part 2/ Drug and Alcohol Abuse Records. If CITY is a covered program under the Confidentiality of Alcohol and Drug Abuse Patient Records Act, 42 C.F.R. Part 2 or signs the Qualified Service Organization Agreement (QSOA), it is obliged to comply with applicable requirements of law and subsequent amendments relating to any protected health information and patient identifying information, as well as any task or activity CITY performs on behalf of COUNTY, to the extent COUNTY would be

required to comply with such requirements. If this Agreement has been determined to constitute a qualified service organization relationship under 42 C.F.R. Part 2 and the 42 C.F.R. Part 2 regulations, CITY is the Qualified Service Organization of COUNTY and agrees to enter into the Qualified Service Organization Agreement (QSOA) Addendum contained as an exhibit to this Agreement.

12. **CONFLICT OF INTEREST:** COUNTY certifies that it has no current business or financial relationship with any CITY employee or official, or other CITY contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. COUNTY attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. COUNTY shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain, or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. COUNTY certifies that no official or employee of the CITY, nor any business entity in which an official of the CITY has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, COUNTY agrees that no such person will be employed in the performance of this Agreement without immediately notifying the CITY.
13. **CONTRACT ADMINISTRATOR:**
- 13.1. ADMINISTRATOR will provide consultation and technical assistance in monitoring the terms of this Agreement
- 13.2. ADMINISTRATOR is responsible for monitoring the performance of the COUNTY in meeting the terms of this Agreement, for reviewing the quality of COUNTY services, notifying COUNTY of performance deficiencies, and pursuing corrective action to assure compliance with contract requirements.
- 13.3. ADMINISTRATOR may be revised from time to time, at the discretion of the CITY. Any change in ADMINISTRATOR will be provided to CITY by written notice. At contract commencement, the ADMINISTRATOR will be: Kristine Faelz, Housing Analyst, kpfaelz@roseville.ca.us or (916) 774-5451.
14. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows. Changes in contact person or address information shall be made by notice, in writing, to the other party.

If to COUNTY: Jeffrey S. Brown, M.P.H., M.S.W, Director
Placer County Dept. of Health and Human Services
3091 County Center Drive, Suite 290
Auburn, CA 95603

If to CITY: Laura Matteoli, Economic Development Director
City of Roseville
311 Vernon Street
Roseville, CA 95678

15. **NONDISCRIMINATION:** During the performance of this Agreement, COUNTY will comply with all applicable Federal, State and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.
16. **LICENSES, PERMITS, ETC.:** COUNTY represents and warrants to CITY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for COUNTY and/or its employees to practice its/their profession under this Agreement. COUNTY represents and warrants to CITY that COUNTY shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses permits, and approvals which are legally required for COUNTY and/or its employees to practice its/their profession at the time the services are performed.
17. **BACKGROUND CHECK:** COUNTY accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) under this Agreement. Completion of a satisfactory livescan will also be needed if legally required. COUNTY further agrees to hold CITY harmless from any liability for injuries or damages (as outlined in the hold harmless clause contained herein) resulting from a breach of this provision or COUNTY'S actions in this regard.
18. **INSURANCE AND INDEMNIFICATION REQUIREMENTS:** See **Exhibit C** for insurance requirements for this Agreement.
19. **ASSIGNMENT:** COUNTY will not assign or sub-contract, in whole or part, any of its rights, duties, services or obligations arising under this Agreement without written consent of CITY. The terms of this Agreement shall also apply to any subcontractor(s) of COUNTY.
20. **NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with COUNTY. This Agreement shall not restrict CITY from acquiring similar, equal or like goods and/or services from other entities or sources. COUNTY shall only provide those services as requested by CITY and CITY may cancel any service request.
21. **TIME OF PERFORMANCE:** COUNTY agrees to complete all work and services in a timely fashion.
22. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of CITY and COUNTY with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.
23. **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.
24. **GOVERNING LAW AND VENUE:** The parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement

shall be the Placer County Superior Court or the United States District Court, Eastern District of California.

25. **COUNTY NOT AGENT**: Except as CITY may specify in writing COUNTY will have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. COUNTY will have no authority, express or implied pursuant to this Agreement to Bind CITY to any obligation whatsoever.

//Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

CITY OF ROSEVILLE
("CITY")

Dominick Casey, City Manager

Date: _____

Approved as to Form
City Attorney's Office

Date: _____

COUNTY OF PLACER
("COUNTY")

Jeffrey S. Brown, Director,
Department of Health & Human Services

Date: _____

Approved as to Form
Office of Placer County Counsel

Date: _____

EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Payment Provisions
- Exhibit C – Insurance and Indemnification Requirements
- Exhibit D – HIPAA Business Associate Agreement-Addendum

SCOPE OF SERVICES

The County of Placer, through its Health and Human Services Department, Adult System of Care (ASOC) division, hires outreach workers to identify and assist members of the community who are homeless or at-risk of homelessness. Outreach workers establish relationships in the local community with law enforcement, city housing staff, landlords, and nonprofit service providers to connect clients to the necessary housing and support services in an effort to obtain or maintain housing.

The City of Roseville, through its Police Department, Social Services Unit ("SSU"), works to identify individuals who are homeless or at-risk of homelessness in Roseville, makes regular contact with said individuals, refers individuals in crisis to support services and connects individuals seeking resources with local non-profits and housing opportunities. The City of Roseville, through its Housing Authority ("RHA"), also serves individuals with housing and programs who might otherwise be at-risk of losing their housing. This housing instability is often due to circumstances of addiction, impacts from a mental health diagnosis, or other service needs.

The Downtown Roseville Partnership (DRP) has provided funding to the City of Roseville for the purposes of homeless outreach in and around the downtown area. The City has agreed to track the following datapoints with this funding and report back to the DRP Board at least quarterly: The Outreach Social Worker will track the following data for reporting:

- Number of hours Outreach Social Worker spent in the Business Improvement District
- Response time when contacted by a business
- Number of individuals contacted
- Number of unduplicated individuals connected to services
- Number of unduplicated individuals connected to shelter and housing

This agreement will create two part-time COUNTY outreach workers to report to the Placer County Full Service Partnership (FSP) Supervisor and to partner directly with the City of Roseville, in Roseville, while also accepting referrals from RHA, and other community partners. Additionally, the outreach workers will outreach to individuals within the City of Roseville who are homeless or at-risk of homelessness and will make the necessary connections to local services and housing resources. Outreach will include cultivating trust with clients, follow-up contact, positive relations and data presentations to the DRP and its members, and tracking case management through the Homeless Management Information System (HMIS) with the goal of long-term housing stability outcomes. Building knowledge and relationships within SSU, RHA, Placer County Probation, DRP, Roseville Salvation Army, St. Vincent de Paul, The Gathering Inn, Kids First, and other local nonprofits and partners will be key to the outreach workers being successful in their work and the partnership of CITY and COUNTY. The outreach workers will join the necessary County and City staff meetings and trainings.

PAYMENT PROVISIONS

CITY will fund COUNTY in the amount of Forty-Thousand Dollars (\$40,000) per year for two years for staff costs in support of the outreach worker positions as outlined in the Scope of Work, Exhibit A. Additionally, CITY shall provide up to one license to Homeless Outreach Worker positions for the Homeless Management Information System (HMIS) over the span of this Agreement. The total contractual obligation for this Agreement shall not exceed Forty-Thousand Dollars (\$40,000) per year for two years during the term of this Agreement.

PLACER COUNTY INSURANCE AND INDEMNITY REQUIREMENTS

COUNTY shall file with CITY concurrently herewith a Certificate of Insurance, in companies acceptable to CITY, with a Best's Rating of no less than A-:VII evidencing all coverages, limits, and endorsements listed below:

1. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

CITY and COUNTY agree to defend, indemnify, and hold harmless one another, their agents, employees, elected officials, and volunteers from any and all claims that arise from their respective negligent acts or omissions.

2. **INSURANCE:**

COUNTY shall file with CITY concurrently herewith a Certificate of Insurance, in companies acceptable to CITY, with a Best's Rating of no less than A-:VII showing. It is agreed that CITY and COUNTY shall each maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations. Specifically, but not limited to not less than One Million Dollars (\$1,000,000) general liability, One Million Dollars (\$1,000,000) automobile Liability, One Million Dollars (\$1,000,000) workers' compensation, and One Million Dollars (\$1,000,000) professional liability (E&O).

3. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to COUNTY'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the City of Roseville".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the City, its officers,

directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the COUNTY.

COUNTY shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the City upon demand.

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of COUNTY, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by COUNTY in this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If COUNTY carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

→One million dollars (\$1,000,000) each occurrence

→Two million dollars (\$2,000,000) aggregate

D. If COUNTY carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) for Products-Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

COUNTY shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of CITY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by COUNTY shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The City of Roseville, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the County, including any excess liability or umbrella form coverage, is primary coverage to the City of Roseville with respect to any insurance or self-insurance programs maintained by the City of Roseville and no insurance held or owned by the City of Roseville shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the City of Roseville."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

7. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than (\$1,000,000).

If COUNTY sub-contracts in support of COUNTY'S work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub-contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the COUNTY shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

8. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the CITY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The COUNTY shall be responsible for all deductibles in all of the COUNTY's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

COUNTY's Obligations - COUNTY'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - COUNTY shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the COUNTY'S obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the COUNTY to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

HIPAA BUSINESS ASSOCIATE AGREEMENT-ADDENDUM

Whereas "COUNTY/Covered Entity" ("CE") wishes to disclose certain information to "CITY/Business Associate" ("BA") pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).

Whereas CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services ("the HIPAA Regulations") and other applicable laws.

Whereas BA shall comply with the Business Associate Provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act (Section 13001 of Public Law 111-5, the HITECH Act regulations located in 45 CFR 160 & 164), including but not limited to Title 42, United States Code, Section 1320d et seq. and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations (CFR), Parts 160, 162, and 164).

Whereas BA shall comply with the State of California regulations regarding the reporting of unauthorized releases of protected health information (PHI). The regulations are found in: Health and Safety Code Sections 1280.15, and Section 130203; and Civil Code Section 56.05.

Whereas as part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

Whereas CE will make available and/or be transferring to BA certain information, in conjunction with goods and services to be provided by BA as outlined in the Contract, that is confidential and must be afforded special treatment and protection;

Whereas BA will have access to and/or receive from CE certain information that can be used or disclosed only in accordance with this Business Associate Agreement-Addendum and the HHS privacy regulations;

Whereas BA does hereby assure CE that BA will appropriately safeguard protected health information made available to BA, in implementation of such assurance and without otherwise limiting the obligations of BA as set forth in the Contract;

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, **COUNTY/Covered Entity and CITY/Business Associate agree as follows:**

DEFINITIONS

The following terms shall have the meaning ascribed to them in this section. Other terms shall have the meaning ascribed to them in the context in which they first appear.

- 1.1 **CONTRACT** - shall refer to the separate agreement between CE and BA of which this agreement is an Addendum and Exhibit to.
- 1.2 **BREACH** – shall have the meaning given to such term under HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402]

- 1.3 BREACH NOTIFICATION RULE – shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
- 1.4 BUSINESS ASSOCIATE – shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- 1.5 COVERED ENTITY – shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- 1.6 COUNTY - shall mean the entity providing/making available the information.
- 1.7 DATA AGGREGATION – shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- 1.8 DESIGNATED RECORD SET – shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- 1.9 ELECTRONIC PROTECTED HEALTH INFORMATION – means Protected Health Information that is maintained in or transmitted by electronic media.
- 1.10 ELECTRONIC HEALTH RECORD – shall have the meaning given to such term in the HITECH Act, including, but not limited to 42 U.S.C. Section 17921.
- 1.11 HEALTH CARE OPERATIONS – shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. Section 164.501.
- 1.12 INDIVIDUAL - shall mean any person/client/patient who is the subject of the information, is a third-party beneficiary to this Business Associate Agreement - Addendum, and has the same meaning as the term “individual” as defined by 45 CFR 164.501.
- 1.13 INFORMATION - shall mean any “health information” provided to and/or made available by COUNTY to CITY, and has the same meaning as the term “health information” as defined by 45 CFR 160.102.
- 1.14 PARTIES - shall mean COUNTY/Covered Entity and CITY/Business Associate.
- 1.15 PRIVACY RULE – shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- 1.16 PROTECTED HEALTH INFORMATION or PHI – means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501]
- 1.17 PROTECTED INFORMATION – shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE’s behalf.
- 1.18 SECRETARY - shall mean the Secretary of the Department of Health and Human Services (“HHS”) and any other officer or employee of HHS to whom the authority involved has been delegated.

- 1.19 SECURITY INCIDENT – shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
- 1.20 SECURITY RULE – shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- 1.21 UNSECURED PHI – shall have the meaning given to such term under the HITECH ACT and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. TERM

The term of this agreement shall expire when all of the information provided by CE to BA is destroyed or returned to CE pursuant to the remaining Contract provisions. BA agrees to return or destroy all information received or created by BA on behalf of CE and agrees not to retain any copies of information after termination of the Contract. If BA elects to destroy some or all of the information retained, it shall certify to CE that the information has been destroyed. This provision survives termination of the Contract.

3. OBLIGATIONS OF CITY/BUSINESS ASSOCIATE

The HIPAA Business Associate Agreement (BAA) is required for all contracts in which an individual's protected health information is included in the contract between CE (a covered entity for HIPAA purposes) and a private individual or private business entity (Business Associate for HIPAA purposes). The purpose of the HIPAA Business Agreement is to ensure that the BA, during the performance of its contractual obligations with CE, protects the health information of individuals in accordance with State and Federal regulations.

- 3.1 **Permitted Uses.** BA shall use Protected Information only for the purpose of performing BA's obligations under the Contract and as permitted or required under the Contract and Addendum, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2) and 164.504(e)(4)(i)].
- 3.2 **Permitted Disclosures.** BA shall disclose Protected Information only for the purpose of performing BA's obligations under the Contract and as permitted or required under the Contract and Addendum, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv), for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with the Notification of Possible Breach requirements set forth in this

Addendum (subparagraph 3.12), to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)].

- 3.3. **Prohibited Uses and Disclosures.** BA shall not use or disclose PHI other than as permitted or required by the Contract and Addendum, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operation purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.
- 3.4. **Appropriate Safeguards.** BA shall implement appropriate safeguards to prevent the use or disclosure of Protected Information other than as permitted by the Contract or Addendum, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the Security rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931]
- 3.5. **Business Associate's Subcontractors and Agents.** BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such Protected Information and implement the safeguards required by paragraph 3.4 above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)] BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation. [45 C.F.R. Sections 164.530(f) and 164.530(e)(1)]
- 3.6. **Access to Protected Information.** If BA maintains a designated record set on behalf of CE, BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within five (5) days of a request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. Section 164.524.
- 3.7. **Amendment of PHI.** If BA maintains a designated record set on behalf of CE, within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any

approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

- 3.8 **Accounting Disclosures.** Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures which would allow CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. If a patient submits a request for an accounting directly to BA or its agents or subcontractors, BA shall within five (5) days of the request forward it to CE in writing.
- 3.9 **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.5049eA)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- 3.10 **Minimum Necessary.** BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- 3.11 **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- 3.12 **Notification of Possible Breach.** BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Contract or Addendum; any security incident (i.e., any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in and information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information

that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited to, 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(c); 45 C.F.R. Section 164.308(b)]

- 3.13 **Breach Pattern or Practice by Business Associate's Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.5404(e)(1)(ii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or Addendum or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- 3.14 **Audits, Inspection and Enforcement.** Within ten (10) days of a request by CE, BA and its agents and subcontractors shall allow CE or its agents or subcontractors to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum or maintains adequate security safeguards; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing, and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies, and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Addendum. BA shall notify CE within five (5) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or other state or federal government entity.

4. HIPAA COMPLIANCE PLAN REQUIREMENT

In order to ensure that the BA complies with Federal and State regulations regarding protected health information, the BA shall submit a "HIPAA Compliance Plan" to the CE describing:

- 4.1 The training of staff and any subcontractors regarding HIPAA and State regulations.
- 4.2 A process for tracking the training of staff and subcontractors.

- 4.3 A process for staff and subcontractors to report any breaches of protected health information. This shall include employee disciplinary procedures for employees who violate HIPAA guidelines, and whistle blower protection for staff reporting breaches.
- 4.4 A description of how the BA plans to secure and safeguard electronically stored health information. This shall include at a minimum, descriptions of passwords, encryption, and any other technology designed to prevent unauthorized access to protected health information.
- 4.5 A process for reviewing security measures and identifying areas of potential risk for a breach, a plan for mitigating identified risks, and assurance that such risk evaluation shall be conducted annually.

5. DATA AGGREGATION SERVICES

BA is also permitted to use or disclose information to provide data aggregation services as that term is defined by 45 CFR 164.501, relating to the health care operations of CE.

6. TERMINATION

A breach by BA of any provision of this Addendum, as determined by CE shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)]. CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has joined. Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of this Addendum to such information, and limit further use and disclosure of such PHI to those persons that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

7. ADDITIONAL BREACH GROUNDS

Any non-compliance by BA with the provisions of this Business Associate Agreement Addendum or the HHS privacy regulations will automatically be considered grounds for breach if BA knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non-compliance.

8. INJUNCTIVE RELIEF

Notwithstanding any rights or remedies provided for in the Contract, CE retains all rights to seek injunctive relief to prevent or stop unauthorized use or disclosure of information by BA or any agent, subcontractor or third party recipient of information from BA.

9. AMENDMENTS

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or Addendum may be required to provide

for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of the amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Addendum when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

10. DISCLAIMER

CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

11. LITIGATION OR ADMINISTRATIVE PROCEEDINGS

BA shall notify CE within forty-eight (48) hours of any litigation or administrative proceedings commenced against BA or its agents or subcontractors. In addition, BA shall make itself, and any subcontractors, employees and agents assisting BA in the performance of its obligations under the Contract or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its supervisors, directors, officers, managers or employees based upon a claimed violation of HIPAA, the HITECH Act, the HIPAA regulations, or other state or federal laws relating to security and privacy, except where the BA or its subcontractors, employees or agents are a named adverse parties.

12. NO THIRD PARTY BENEFICIARIES

Nothing express or implied in the Contract or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. EFFECT ON CONTRACT

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.

14. INTERPRETATION

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations, and other state and federal laws related to security and privacy. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the HIPAA regulations, and other state and federal laws related to security and privacy.

15. SOFTWARE SECURITY

If applicable, BA warrants that software security features will be compatible with the CE's HIPAA compliance requirements.

This HIPAA Business Associate Agreement-Addendum shall supersede any prior HIPAA Business Associate Agreements between CE and BA.

ORDINANCE NO. 6153

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2019-20
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 2019-20, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds to authorize the expenditure of program income received as a result of the payoff of three prior home loans from Community Development Block Grant, per request of the Housing Department, as listed on the attached Request for Budget Adjustment totaling \$98,078.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

