AGENDA

November 1, 2017

CITY COUNCIL CLOSED SESSION
6:30 p.m.
CITY COUNCIL MEETING
7:00 p.m.
City Council Chambers
311 Vernon Street
Roseville, California

CLOSED SESSION

6:30 p.m.

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

1. Conference with Legal Counsel - Existing Litigation
   Pursuant to California Government Code Section 54956.9(d)(1)
   NCPA, City of Roseville, *et al.* v. United States
   United States Court of Federal Claims; Case Number 14-817c-TCW
   CONTACT: Robert Schmitt 916-774-5325 rschmitt@roseville.ca.us

1. CALL TO ORDER

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE

4. MEETING PROCEDURES

NOTICE TO THE PUBLIC

All Items on the agenda will be open for the public comment before final action is taken. Speakers are requested to restrict comments to the item as it appears on the agenda and stay within a five (5) - minute time limit. The Mayor has the discretion of limiting the total discussion time for an item.

5. PUBLIC COMMENTS

NOTICE TO THE PUBLIC

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

6. CONSENT CALENDAR

NOTICE TO THE PUBLIC

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

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

6.1. Power Plant Batteries - Sole Source Service Agreement Amendment

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

CC #: 8846

File #: 0203-07

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

6.2. Security Guard Services - Service Agreement Amendment

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

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

CC #: 8841

File #: 0203-14

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

Resolutions

6.3. Legal Services Agreement

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

CC #: 8842

File #: 0500-01

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

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

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

CC #: 8838

File #: 0109-02

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

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

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

CC #: 8840

File #: 0109-02

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

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

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

CC #: 8839

File #: 0109-02

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

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

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

Memo from Budget Analyst Valerie DePeel, Budget Manager Kathy Cullen, and Finance Director Dennis Kauffman recommending Council adopt ORDINANCE NO. 5884 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Approval of this request will carry forward the unspent budget for approved activity from the previous fiscal year to the current fiscal year. As of June 30, 2017, the City retained multiple open contracts, agreements, and purchase orders for expenses that were originally budgeted and planned for use in FY2016-17. The goods and/or services were received or ordered during FY2016-17, but have been or will be paid in FY2017-18. There is no fiscal impact.

CC #: 8850

File #: 0201-01

CONTACT: Valerie DePeel 916-774-5208 vdepeel@roseville.ca.us
Kathy Cullen 916-746-1306 kcullen@roseville.ca.us

6.8. Vehicle Purchase Budget Adjustment

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

CC #: 8844

File #: 0201-01

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

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

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

CC #: 8843

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

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

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

Memo from Administrative Analyst Jeannie Gandler and Public Works Director

Rhon Herndon recommending Council adopt RESOLUTION NO. 17-454 APPROVING A CITY/DEVELOPER REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND KB HOME SACRAMENTO INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5883 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The proposed action would authorize the City to reimburse KB Home Sacramento, Incorporated for construction of a half-mile long paved Class I multi-use trail within West Roseville Specific Plan (WRSP) Parcel W-81. The trail construction and reimbursement are required by the WRSP Development Agreement and the Westpark Phase 3 Parcel W-13 Subdivision's Conditions of Approval. The project is wholly funded through the WRSP Bike Trail Fee Program. General fund monies will not be used for this project.

CC #: 8847

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

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

Ceremonial Documents

6.11. Proclamation - Extra Mile Day

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

CC #: 8848

File #: 0102-06

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

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

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

CC #: 8849

File #: 0102-10

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

END OF CONSENT CALENDAR

7. RESOLUTIONS

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

Memo from Housing Analyst Trisha Isom and Economic Development Director

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

CC #: 8851

File #: 0709-03

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

8. SPECIAL REQUESTS/REPORTS/PRESENTATION

8.1. Utility Billing System Launch Update

Memo from Department Public Information Officer Vonette Fontaine, Electric Utility Director Michelle Bertolino, and Chief Financial Officer Jay Panzica with a presentation to City Council on the November 13, 2017 launch of the City of Roseville's new utility billing system.

CC #: 8852

File #: 0102-11

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

9. COUNCIL / STAFF / REPORTS/ COMMENTS

10. ADJOURNMENT

COUNCIL COMMUNICATION

CC #: 8846
File #: 0203-07

Title:	Power Plant Batteries - Sole Source Service Agreement Amendment
Contact:	Matt Garner 916-746-1691 mgarner@roseville.ca.us

Meeting Date: 11/1/2017
Item #: 6.1.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute Amendment No. 1 to Service Agreement SA1703513 with Exide Technologies dba GNB Industrial Power to provide and replace balance of plant batteries for the Roseville Energy Park. Total cost of the amendment is for $77,000.00, bringing the total service agreement from $330,294.00 to $407,294.00. Funding is included in the Electric Operations Fund budget for FY2017-18.

BACKGROUND

The Roseville Energy Park (REP) utilizes large industrial batteries to support electrical protection for all main step-up transformers and the breaker function of balance of plant equipment, and provide a back-up power source for critical facility systems to allow staff to safely control the facility in the event of a grid power failure. A portion of the REP batteries have reached their end of life and need to be replaced to maintain safe operations.

Roseville Electric has standardized its battery use for warranty and product quality purposes to Exide batteries provided by its industrial division GNB Industrial Power (GNB). GNB is also the provider for Roseville Electric substation battery banks and chargers.

GNB will provide and install the required new battery banks for REP, as well as remove and properly dispose of the old batteries.

FISCAL IMPACT

Total cost of the amendment is for $77,000.00, bringing the total service agreement from $330,294.00 to $407,294.00. Funding is included in the Electric Operations Fund budget for FY2017-18.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The battery purchase and replacement is not considered a “project” as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently no CEQA action is required.

Respectfully Submitted,

Matt Garner, Power Generation Superintendent

Michelle Bertolino, Electric Utility Director

Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-453

Signed Service Agreement

RESOLUTION NO. 17-453

APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND EXIDE TECHNOLOGIES DBA GNB INDUSTRIAL POWER, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Amendment No. 1 to Service Agreement (S1703513), for power plant batteries, between the City of Roseville and Exide Technologies dba GNB Industrial Power, has been prepared and reviewed by the Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

____
MAYOR

ATTEST:

____
City Clerk

PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT AMENDMENT

SERVICE AGREEMENT No: S1703513
AMENDMENT No: 1

SERVICE LOCATION: CITY OF ROSEVILLE
ELECTRIC DEPARTMENT
AS DIRECTED

Contractor No.: V38509

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

Contractor License No.:
Business License No.:

Department: ROSEVILLE ELECTRIC

Telephone No.: (209) 843-5199 Fax:

Email address: Michael.zaccagni@na.exide.com
Contractor: EXIDE TECHNOLOLGIES
dba GNB INDUSTRIAL POWER
ATTN: MIKE ZACCAGNI
3950 SUSSEX AVE.
AURORA, IL 60504

Acct. Code: 08616-6001/686549-20

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

Service Agreement Number S1703513 ("Agreement"), which was executed on 10/19/16, is hereby modified as follows:

Select all provisions that apply:

☒ The Contractor name is hereby changed from GNB Industrial Power to Exide Technologies dba GNB Industrial Power.

☐ The term of the Agreement is reduced by (days/months/years) and the expiration date of the Agreement is changed from to .

☒ The Total Cost of Service payable under this Agreement is modified from $330,294.00 to $407,294.00. The purpose of this amendment is for the vendor to provide 30 EnerSys batteries, spill containment, perform removal and process disposal of old batteries, perform battery replacement activities and provide other supporting materials that were not included in the original scope of work.

All other provisions of the Agreement shall remain unchanged and in full force and effect.

CONTRACTOR:
By: Mark a[illegible]
Title: VP - SALES & SERVICE
By: Anthony [illegible]
Title: CFO

CITY OF ROSEVILLE,
A MUNICIPAL CORPORATION:

By: ______________________
Rob Jensen
City Manager

Distribution: 1- Purchasing, 1 - Contractor, 1 - Originating Dept

COUNCIL COMMUNICATION

CC #: 8841
File #: 0203-14

Title: Security Guard Services - Service Agreement Amendment
Contact: Dan Allen 916-774-5771 dallen@roseville.ca.us

Meeting Date: 11/1/2017
Item #: 6.2.

RECOMMENDATION TO COUNCIL

Staff recommends Council to authorize amendment 1 to service agreement S1703065 with Green Valley Security for security services at various City location, increasing the total cost of the service agreement from $174,000.00 to $217,500.00. Additionally, adopt a resolution authorizing the City Manager to sign the amendment. Funding for the service agreement amendment increase is included in the Facility Security Project budget.

BACKGROUND

Staff added security guard services at 316 Vernon and 405 Vernon parking garage January 2017. Amendment 1 is needed to add additional spending authority for the remainder of this current service agreement with Green Valley Security. This is the final year of a five year agreement, with the final renewal year starting 1/6/2018.

FISCAL IMPACT

The service agreement amendment 1 increases the current agreement by $43,500.00. Funding for amendment 1 is included in the Facility Security Project budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

§15061(b)(3). The proposed amendment and renewal of service agreements S1703065 with Green Valley security to provide security services does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Dan Allen, Faciltiy Manager

Paul Diefenbach, Central Services Director

____

Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-451

GV SA Amendment

RESOLUTION NO. 17-451

APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT
BETWEEN CITY OF ROSEVILLE AND GREEN VALLEY SECURITY, INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, Amendment No. 1 to Service Agreement (S1703065), for parking garage security guard services, between the City of Roseville and Green Valley Security, Inc., has been prepared and reviewed by the Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

____
MAYOR

ATTEST:

____
City Clerk

PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT AMENDMENT

SERVICE AGREEMENT No: S1703065
AMENDMENT No: 1

SERVICE LOCATION:
PGWWTP
ELECT. DEPT. YARD
DOWNTOWN LIBRARY
316 VERNON STREET

Contractor No.: V26542

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

Contractor License No.:
Business License No.:

Department: VARIOUS

Telephone No.: (916) 797-4058 Fax:

Email address: melanie1031@surewest.net
Contractor: GREEN VALLEY SECURITY, INC.
ATTN: ANTHONY URBANCIC
6049 DOUGLAS BLVD., STE. 28
GRANITE BAY, CA 95746

Acct. Code: VARIOUS

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

Service Agreement Number S1703065 ("Agreement"), which was executed on, December 7, 2016, is hereby modified as follows:

X The Total Cost of Service payable under this Agreement is modified from $174,000.00 to $217,500.00. The purpose of this modification is to provide security service to 316 Vernon Street, and the Vernon Street parking garage. These two locations did not exist at the time of the original bid.

All other provisions of the Agreement shall remain unchanged and in full force and effect.

CONTRACTOR:

By: ______________________

Title: ______________________

By: Anthony Urbancic

Title: President.

CITY OF ROSEVILLE,
A MUNICIPAL CORPORATION:

By: ______________________
Rob Jensen
City Manager

Distribution: 1- Purchasing, 1 - Contractor, 1 - Originating Dept

COUNCIL COMMUNICATION

CC #: 8842
File #: 0500-01

Title: Legal Services Agreement
Contact: Gretchen Hakala 916-774-5325 ghakala@roseville.ca.us

Meeting Date: 11/1/2017
Item #: 6.3.

RECOMMENDATION TO COUNCIL

Adopt a resolution approving the Agreement for Legal Services with Millstone, Peterson & Watts, LLP (MPW) and authorize the City Manager to execute said agreement.

BACKGROUND

The City of Roseville requires outside legal services from time to time to advise, assist, and represent the City as co-counsel with the City Attorney with respect to litigation and transactional matters. MPW will assist our office with contract disputes/litigation, particularly contract disputes involving intellectual property (software). MPW is located within the City of Roseville.

FISCAL IMPACT

Legal services provided by this contract will be dependant upon needs as they occur during the year and thus cannot be forecast. All expenses will be paid from the Electric Department's 2017-2018 operations budget and will have no General Fund impact.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The proposed legal services agreement is not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines § 15378). Consequently, no CEQA action is required.

Respectfully Submitted,

Gretchen Hakala, Paralegal

Bob Schmitt, City Attorney

Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-452

Agreement for Legal Services

RESOLUTION NO. 17-452

APPROVING A LEGAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MILLSTONE, PETERSON & WATTS, LLP AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a legal services agreement, by and between the City of Roseville and Millstone, Peterson & Watts, LLP, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

____
MAYOR

ATTEST:

____

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is made and entered into this ___ day of ____________, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and the law firm Millstone, Peterson & Watts, LLP, a limited liability partnership ("ATTORNEY"); and

WITNESSETH:

WHEREAS, CITY from time to time is in need of attorneys to provide legal services and assistance to the Roseville City Attorney ("City Attorney"); and

WHEREAS, ATTORNEY is willing to provide such representation on an hourly and non-contingency fee basis; and

NOW, THEREFORE, the Parties agree as follows:

1. Scope of Services and Duties. CITY employs and retains ATTORNEY to provide legal services from time to time upon the request of the City Attorney to advise, assist and represent CITY as co-counsel with the City Attorney with respect to such litigation and transactional matters as may be referred to ATTORNEY by the City Attorney. ATTORNEY shall list the City Attorney as co-counsel of record on all pleadings and papers in referred cases, unless directed otherwise by the City Attorney.

Services shall also include an annual audit letter provided by ATTORNEY at no charge to CITY.

2. Specific Work Assignments. ATTORNEY shall receive work assignments from the City Attorney. The work assignments shall generally be communicated by written notice from the City Attorney to ATTORNEY. If a work assignment is communicated orally, ATTORNEY shall provide a written confirmation to the City Attorney describing the work assignment.

ATTORNEY shall take reasonable steps to keep CITY (and City Attorney) informed in writing of progress and immediately following any significant developments and/or meetings, and to respond to CITY inquiries. ATTORNEY shall list the City Attorney as co-counsel of record on all pleadings and papers in referred cases. The City Attorney's Office shall be promptly provided a copy of all research work product, pleadings, briefs, documents and correspondence.

Work performed for CITY shall be performed by and/or supervised by attorneys who are approved by the City Attorney and experienced in the practice area in which the services are being performed.

3. Fees for Services. For legal services performed under this Agreement, CITY shall pay ATTORNEY in accordance with the following rates:

Principal Attorneys:	$ 375 per hour
Associate Attorneys:	$ 250 per hour
Paralegal	$ 125 per hour

Any proposed increase in the effective rates for future cases or matters must be preceded by at least a 90-day written notice to the City Attorney.

4. Costs and Expenses. In addition to compensation for fees, the CITY shall reimburse ATTORNEY for out-of-pocket costs and expenses actually incurred by ATTORNEY in connection with the legal services provided by ATTORNEY. Out-of-pocket costs and expenses, including, but not limited to, reasonable travel expenses, costs of serving pleadings, filing fees, other charges assessed by courts and other public agencies, court reporter's fees, jury and witness fees, computer-assisted research charges, consultant and expert witness fees.

Reproduction costs incurred in the normal course of business, postage, long distance phone charges and fax transmission charges shall be considered ATTORNEY overhead and not directly charged to CITY.

Research exceeding one hour and multiple revisions of documents relating to single topics, although understandably necessary in situations that are unique or extremely complex, must be avoided and are subject to being disallowed for payment unless approved in advance by the City Attorney.

5. Statements and Payments. ATTORNEY shall provide monthly invoices to the CITY for all fees and expenses. The invoice shall be itemized to include, at a minimum, the time spent by each service provider, the total time spent by each service provider, and a description of services performed during the itemization period. ATTORNEY shall keep time in 1/10th of an hour increments. Invoices shall be considered due and payable upon receipt, and shall be overdue 30 days after receipt.

6. Term; Termination; Amendments. This Agreement shall be effective upon approval by the Roseville City Council and shall continue in effect until terminated by either Party. This Agreement may be terminated by CITY, with or without cause, at any time upon written notice. However, ATTORNEY may terminate this Agreement only upon the consent of CITY or upon 60 days written notice. Upon termination, ATTORNEY shall turn over all client files to CITY.

There shall be no amendment or modification to this Agreement except by written agreement between the Parties.

7. Certifications. ATTORNEY certifies that ATTORNEY accepts this employment because ATTORNEY has the time, energy and ability necessary to perform the duties required in

an efficient, trustworthy and business like manner. ATTORNEY certifies that ATTORNEY will do its utmost to serve CITY effectively and represent CITY's interests vigorously and efficiently. ATTORNEY certifies that neither ATTORNEY nor any of its personnel assigned under this Agreement has personal or financial interest in, nor any connection with, the matter or litigation which is the subject of this agreement, or with any of the personnel, officers, agents or employees of the parties to such matter or litigation.

8. Independent Contractor. ATTORNEY is and shall be considered an independent contractor with respect to the performance of legal services under this Agreement.

9. Insurance. ATTOREY agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

COVERAGE	LIMITS OF LIABILITY
Workers' Compensation	Statutory
Commercial General Liability	$1,000,000 each occurrence $2,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit
Professional Liability (errors and omissions)	$1,000,000 per claim $2,000,000 aggregate

a. Form. ATTORNEY 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. ATTORNEY shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of ATTORNEY. The additional insured coverage under the ATTORNEY'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. ATTORNEY 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. Subconsultants. ATTORNEY agrees to include in its contracts with all subconsultants the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subconsultant's work. Furthermore, ATTORNEY shall require its subconsultants to agree to be bound to ATTORNEY and CITY in the same manner and to the same extent as ATTORNEY is bound to CITY under this Agreement. Additionally, ATTORNEY shall obligate its subconsultants to comply with these same provisions with respect to any tertiary subconsultant, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subconsultant or tertiary subconsultant upon request.

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. ATTORNEY hereby agrees to waive subrogation which any insurer of ATTORNEY may acquire from ATTORNEY 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 ATTORNEY, its employees, agents and subconsultants.

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

10. Indemnification. To the fullest extent allowed by law, ATTORNEY 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 ATTORNEY'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.

ATTORNEY'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.

11. Notice. All notices, invoices, reports or other communication required by this Agreement shall be properly given if delivered in person, or sent by first class mail, facsimile, or overnight delivery to the following addresses:

CITY:	ATTORNEY:
Roseville City Attorney 311 Vernon Street Roseville, CA 95678 Facsimile: (916) 773-7348	Glenn W. Peterson, Esq. Millstone, Peterson & Watts, LLP 2267 Lava Ridge Ct., Suite 210 Roseville, CA 95661

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

12. Disclaimer of Guarantee. ATTORNEY has made no promises or guarantees to CITY about the outcome of CITY's matter, and nothing in this Agreement shall be construed as such a promise or guarantee. ATTORNEY's comments about the outcome of CITY's matter are expressions of opinion only.

13. Assignment. Neither Party to this Agreement shall assign any of its rights or obligations under this Agreement, except with the prior written consent of the other Party. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee. Any assignment in violation of this paragraph shall be void.

14. 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.

15. 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.

16. Integrated Agreement. This is an integrated Agreement and contains all of the terms, considerations, understandings and promises of the Parties. It shall be read as 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 ATTORNEY has caused this Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation:	MILLSTONE, PETERSON & WATTS, LLP, a limited liability partnership:
BY: _________________________	BY: _________________________
ROB JENSEN City Manager	its: __________________________

ATTEST:

BY: _________________________
ROB JENSEN

SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _________________________

ROBERT R. SCHMITT
City Attorney

COUNCIL COMMUNICATION

CC #: 8838
File #: 0109-02

Title:	Street Closure Request - 56th Annual Sylvia Besana Holiday Parade - November 18, 2017
Contact:	Jamie Hazen 916-774-5978 jhazen@roseville.ca.us

Meeting Date: 11/1/2017
Item #: 6.4.

RECOMMENDATION TO COUNCIL

Recommend Council adopt the resolution authorizing the City Manager or his designee to sign the agreement with the Downtown Roseville Partnership, a non-profit corporation, for the 56th Annual Sylvia Besana Holiday Parade and approve the following street closures for Saturday, November 18, 2017:

Street Closures for the Holiday Parade 7:00 a.m. – 12:30 p.m.:
- Vernon Street between 6th Street and Lincoln Street
- Folsom Road between Vernon Street and Roseville Square Shopping Center
- S. Grant Street between Oak and Atlantic Street
- Pratt Street between Vernon Street and Oak Street

BACKGROUND

This will mark the 56th year of the Annual Sylvia Besana Holiday Parade. The parade's name is in memory of one of Roseville's finest volunteers, and one of the founding members of this annual tradition.

This year, the parade will be organized and run by the Downtown Roseville Partnership (DRP) and is set to start at 10:30 a.m., Saturday, November 18, 2017. The route will begin at the intersection of Riverside/Douglas/Vernon, proceed east along Vernon Street, turn right at Folsom Road and finish behind the Roseville Square Shopping Center. Staging and registration for the parade will take place in the area of Vernon Street and Sixth Street.
New this year, the DRP will be adding a craft fair and activities in the Vernon Street Town Square, in hopes attendees will stay in the area after the parade ends. The craft fair will go until 2:00 p.m., however, the street closures will be removed at the conclusion of the parade.

In addition to notifying residents and businesses directly impacted, staff continues to distribute the "Downtown Roseville Area Street Closures" e-newsletter. Staff also submitted a Downtown Closure Notification letter to designated representatives of the Downtown Roseville Merchants

Association, the Downtown Roseville Partnership and the Roseville Community Development Corporation requesting comments. No comments were received.

FISCAL IMPACT

The DRP will reimburse the City of Roseville for costs incurred for street closures for the parade; however, in support of the DRP, the City is waiving the rental fees for the Vernon Street Town Square.

ECONOMIC DEVELOPMENT / JOBS CREATED

Although there are no jobs created as a result of events downtown, the exposure could have a positive impact to the businesses in the downtown area.

ENVIRONMENTAL REVIEW

The proposed Street Closure Agreement outlines applicant and City responsibilities for proposed temporary street closures required to safely accommodate the event. The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3). Because the request for approval of the Temporary Street Closure Agreement does not include the potential for a significant environmental effect, it is not subject to CEQA and no further action is required.

Respectfully Submitted,

Jamie Hazen, Community Relations Analyst

Dion Louthan, Parks, Recreation & Libraries Director

Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-448

Street Closure Agreeement_Sylvia Besana Holiday Parade

RESOLUTION NO. 17-448

APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND DOWNTOWN ROSEVILLE PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Special Event and Temporary Street Closure regarding 56th Sylvia Besana Holiday Parade, between the City of Roseville and Downtown Roseville Partnership, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

____
MAYOR

ATTEST:

____
City Clerk

AGREEMENT FOR SPECIAL EVENT AND

TEMPORARY STREET CLOSURE

Event: 56th Annual Sylvia Besana Holiday Parade

THIS AGREEMENT is made and entered into this ___ day of ____________, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Downtown Roseville Partnership, a California nonprofit corporation ("PROMOTER"); and

W I T N E S S E T H:

WHEREAS, PROMOTER has requested the closure of certain public streets for the 56th Annual Sylvia Besana Holiday Parade ("Event") to be held on November 18, 2017; and

WHEREAS, CITY approves said request subject to the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

1. PROMOTER shall comply with all applicable provisions of the Roseville Municipal Code.

2. The following streets may be closed to traffic between 7:00 a.m.; and 12:30 p.m. on Saturday, November 18, 2017:

   a. Vernon Street, between 6th and Lincoln Streets; and

   b. S. Grant Street, between Oak and Atlantic Streets; and

   c. Folsom Road, between Vernon Street and Roseville Square Shopping Center; and

d. Pratt Street, between Vernon and Oak Streets

3. Adequate barriers and warning signs, as requested by the Public Works Director/City Engineer, shall be placed by City personnel at all street entrances and alleys leading into the closed area. No markings of any kind will be permitted on the street, street lights, or electrical poles.

4. All debris, booths, exhibits, or other materials resulting from the Event shall be completely removed and all streets and alleyways shall be reopened to traffic by 12:30 p.m. on the date of the Event.

5. PROMOTER shall notify in writing all businesses, located on the streets to be closed, of the Event and planned street closure not later than five (5) days in advance of the Event.

6. To the fullest extent allowed by law, PROMOTER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from, arising out of or in connection with the Event or the attendant street and/or garage closures, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

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

7. The PROMOTER shall obtain insurance covering the Event in accordance with the attached insurance requirements, which are incorporated herein by this reference.

8. CITY reserves the right to cancel this Agreement if PROMOTER has knowingly made a false statement of material fact or has knowingly omitted to state a material fact to CITY.

9. No alcoholic beverages shall be sold on City streets or property.

10. PROMOTER shall reimburse CITY for all staff costs incurred relating to the Event including, but not limited to, street closure costs.

11. Either party may terminate this Agreement by giving the other party ten (10) days advance written notice.

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

CITY OF ROSEVILLE, a
municipal corporation

BY: ________________________
ROB JENSEN
City Manager

DOWNTOWN ROSEVILLE
PARTNERSHIP, a California nonprofit
corporation

BY: [signature]
its: President

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

BY: ______________________
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: ______________________
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: ______________________
DION LOUTHAN
Parks, Recreation & Libraries Director

and

BY: ______________________
its: Treasurer

COUNCIL COMMUNICATION

CC #: 8840
File #: 0109-02

Title:	Street Closure Request - Installation of City Christmas Tree - November 13, 2017
Contact:	Jamie Hazen 916-774-5978 jhazen@roseville.ca.us

Meeting Date: 11/1/2017
Item #: 6.5.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution authorizing the City Manager or his designee to approve street closures on Monday, November 13, 2017 to install the City's Christmas Tree at the Vernon Street Town Square (VSTS) between 7:00 a.m.-12:00 p.m.

- Vernon Street between S. Grant Street and E. Washington Boulevard

BACKGROUND

On November 13, 2017 a contractor will install the City's Christmas Tree, utilizing a 90 foot crane. The street closure should have minimal impact on business in the downtown area, as the portion being closed to through traffic will only impact parking in front of the Post Office and the few parking spaces in front of 316 Vernon Street.

Parks, Recreation & Libraries staff have notified Alternative Transportation for potential impacts to bus service.

In addition to notifying residents and businesses directly impacted, we continue to provide the "Downtown Roseville Area Street Closures" e-newsletter. Staff also submitted a Downtown Closure Notification letter to designated representative of the Downtown Roseville Merchants Association, the Downtown Roseville Partnership and the Roseville Community Development Corporation requesting comments. No comments were received.

FISCAL IMPACT

The cost to purchase, install and light the tree is $20,910. Funding is included in the approved Parks, Recreation & Libraries FY2017/18 budget. Public Works absorbs the street closure costs for the 5 hours in their budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Although there are no jobs created as a result of events in downtown area, the exposure could have a positive impact to the businesses in the downtown area.

ENVIRONMENTAL REVIEW

To safely accommodate the event, temporary street closures are required. The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3). Because the request for temporary street closures does not include the potential for a significant environmental effect, it is not subject to CEQA.

Respectfully Submitted,

Jamie Hazen, Community Relations Analyst

Dion Louthan, Parks, Recreation & Libraries Director

Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-450

RESOLUTION NO. 17-450

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE APPROVING THE CLOSING OF CERTAIN STREETS FOR THE INSTALLATION OF THE CITY CHRISTMAS TREE

WHEREAS, City staff is requesting the closure of certain streets for the installation of the City Christmas Tree, and

WHEREAS, the Council desires to formally approve said request, with certain conditions,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the request to install the City Christmas Tree ("the event") on Tuesday, November 13, 2017, is hereby approved subject to the following terms and conditions:

1. Vernon Street, between South Grant Street and East Washington Boulevard, may be closed to traffic between 7:00 a.m. and 12:00 p.m. on Tuesday, November 13, 2017.

2. Adequate barriers and warning signs, as requested by the Acting City Manager, shall be placed at all street entrances and alleys leading into the closed area. No markings of any kind will be permitted on the street.

3. All debris, booths, exhibits, or other materials resulting from the event shall be completely removed and the alleyway shall be reopened to traffic by 12:00 p.m. on the date of the event.

4. The City of Roseville shall notify in writing all businesses located on the streets to be closed of the event and the planned street closures not later than five (5) days in advance of the event.

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 #: 8839
File #: 0109-02

Title: Street Closure Request - Christmas Tree Lighting Event - November 30, 2017
Contact: Jamie Hazen 916-774-5978 hazen@roseville.ca.us

Meeting Date: 11/1/2017
Item #: 6.6.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution authorizing the City Manager or his designee to approve street closures for the Christmas Tree Lighting event on Thursday, November 30, 2017: Closure time: 3:00 p.m. – 10:00 p.m.

- Vernon Street between Taylor Street and East Washington Boulevard
- S. Grant Street between Oak Street and Atlantic Street
- The option to close the ground level of the parking garage, only as necessary in the event of inclement weather on Wednesday, November 29, 2017 for the Tree Grove event and Thursday, November 30, 2017 for the Tree Lighting event

BACKGROUND

The Downtown Holiday Celebration consists of five events during the week of November 27 - December 1, 2017. Two of the events, Tree Grove and Tree Lighting, are larger events, with high attendance numbers. On November 30, 2017 the City of Roseville's Christmas Tree will officially be lit by the Mayor on the Vernon Street Town Square (VSTS). The event time is 6:00 – 8:00 p.m. An old fashion celebration is planned along with the tree lighting, which will include cookie decorating, a kid's activity zone, live music, holiday performances, food trucks, craft vendors and a visit from Santa. The weather is even forecasted for snow! The Tree Grove celebration on Wednesday, November 29th, enables community organizations and businesses to purchase and decorate a holiday tree in the VSTS to show their holiday spirit and market their organization or business. The trees typically remain on display in the square for up to 10 days, weather permitting.

Due to the potential for rain at this time of year, staff is requesting use of the first floor of the parking garage, only in the event of inclement weather on Wednesday, November 29 and Thursday, November 30, 2017 for the Tree Grove andChristmas Tree Lighting events. The space would be used to host food, vendors and activities. Should this secondary plan be put in place, several parking spaces around the Civic Center will be reclassified as ADA parking.

In addition to notifying residents and businesses directly impacted, we continue to provide the "Downtown Roseville Area Street Closures" e-newsletter. Staff also submitted a Downtown

Closure Notification letter to designated representative of the Downtown Roseville Merchants Association, the Downtown Roseville Partnership and the Roseville Community Development Corporation requesting comments. No comments were received.

FISCAL IMPACT

Funding for this event is included in the approved Parks, Recreation & Libraries FY2017/18 budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Although there are no jobs created as a result of events in downtown area, the exposure could have a positive impact to the businesses in the downtown area.

ENVIRONMENTAL REVIEW

To safely accommodate the event, temporary street closures are required. The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3). Because the request for temporary street closures does not include the potential for a significant environmental effect, it is not subject to CEQA.

Respectfully Submitted,

Jamie Hazen, Community Relations Analyst

Dion Louthan, Parks, Recreation & Libraries Director

Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-449

RESOLUTION NO. 17-449

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE
APPROVING THE CLOSING OF CERTAIN STREETS FOR
THE 2017 ANNUAL CHRISTMAS TREE LIGHTING CEREMONY

WHEREAS, City staff is requesting the closure of certain streets for the 2017 Annual Christmas Tree Lighting Ceremony, and

WHEREAS, the Council desires to formally approve said request, with certain conditions.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the request to hold the 2017 Annual Christmas Tree Lighting Ceremony ("the event") on Thursday, November 30, 2017, is hereby approved subject to the following terms and conditions:

1. The following streets may be closed to traffic between 3:00 p.m. and 10:00 p.m. on Thursday, November 30, 2017:

   a. South Grant Street between Oak to Atlantic Streets; and
   b. Vernon Street, between Taylor Street and East Washington Boulevard.

2. Staff is requesting use of the first floor of the parking garage, only in the event of inclement weather on Wednesday, November 29 and Thursday, November 30, 2017 for the Tree Grove and Christmas Tree Lighting events.

3. Adequate barriers and warning signs, as requested by the Public Works Director, shall be placed at all street entrances and alleys leading into the closed area. No markings of any kind will be permitted on the street.

4. All debris, booths, exhibits, or other materials resulting from the event shall be completely removed and all streets and alleyways shall be reopened to traffic by 10:00 p.m. on the date of the event.

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 #: 8850
File #: 0201-01

Title:	Carry Forward of Open Contracts, Service Agreements, and Purchase Orders from Fiscal Year 2016-17 to Fiscal Year 2017-18 - Budget Adjustment
Contact:	Valerie DePeel 916-774-5208 vdepeel@roseville.ca.us Kathy Cullen 916-746-1306 kcullen@roseville.ca.us

Meeting Date: 11/1/2017
Item #: 6.7.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council approve the re-appropriation of budget from FY2016-17 to FY2017-18 for activity related to open contracts, agreements, and purchase orders.

BACKGROUND

Approval of this request will carry forward the unspent budget for approved activity from the previous fiscal year to the current fiscal year. As of June 30, 2017, the City retained multiple open contracts, service agreements, and purchase orders for expenses that were originally budgeted and planned for use in FY2016-17. The goods and/or services were received or ordered during FY2016-17, but have been or will be paid in FY2017-18.

The attached budget adjustment re-appropriates the funding of these approved encumbrances from FY2016-17 to FY2017-18. The total re-appropriation request includes:

		Expenses	Revenues	Transfers In	Transfers Out
General Fund	$	3,256,433	2,364,547	-	71,842
Other Funds	$	5,230,015	-	356,124	284,282
All Funds Total	$	8,486,448	2,364,547	356,124	356,124

FISCAL IMPACT

There is no fiscal impact of this budget adjustment. All adjustments included were budgeted and approved in FY2016-17 with the unspent budget being carried forward to FY2017-18.

ECONOMIC DEVELOPMENT / JOBS CREATED

Approval of this request will not create any new jobs.

ENVIRONMENTAL REVIEW

The budget carry forward process is not considered a “project” as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently, no CEQA action is required.

Respectfully Submitted,

Valerie DePeel, Budget Analyst and Kathy Cullen, Budget Manager

Dennis Kauffman, Finance Director

Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5884

Encumbrance Carryforward budget adjustment

ORDINANCE NO. 5884

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2017-18, is hereby amended by transferring appropriation to and from the activities indicated below:

> Prior Year Open Contracts, Agreements and Purchase Orders from Fiscal Year 2016-17 to Fiscal Year 2017-18, as listed on Attachment "FY2016-17 to FY2017-18 Encumbrance Carry Forward".

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

____
MAYOR

ATTEST:

____
City Clerk

FY2016-17 to FY2017-18 Encumbrance Carry Forward

Contracts, Purchase Orders, and Service Agreements

Fund	Fund Name	Org Key	Org Key Description	Object	Amount
General Fund Revenues:					
100	General Fund	90138	BLDG PLAN CHECK SERVICES	3302	6,008.00
100	General Fund	90160	FULL COST/CONSOLIDATED BILLING	3575	2,358,539.00
			General Fund Revenue Subtotal		***$ 2,364,547.00***
General Fund Appropriations:					
100	General Fund	01000	CITY COUNCIL	5101	1,324.00
100	General Fund	01500	CITY MANAGER-ADMIN	5101	5,400.00
100	General Fund	01520	PUBLIC AFFAIRS/COMMUNICATIONS	5100	5,618.00
100	General Fund	01520	PUBLIC AFFAIRS/COMMUNICATIONS	5101	250.00
100	General Fund	03100	HUMAN RESOURCES-ADMIN	5501	61.00
100	General Fund	03100	HUMAN RESOURCES-ADMIN	5505	600.00
100	General Fund	03110	RISK MGMT - ADMINISTRATION	5101	35,805.00
100	General Fund	03201	ELECTIONS	5998	16,057.00
100	General Fund	03311	PURCHASING	5100	2,918.00
100	General Fund	05000	FINANCE ADMINSTRATION	5101	24,975.00
100	General Fund	05010	BUDGET	5505	600.00
100	General Fund	05011	PAYROLL	5100	57,547.00
100	General Fund	05011	PAYROLL	5101	10,000.00
100	General Fund	05011	PAYROLL	5215	140.00
100	General Fund	05011	PAYROLL	5390	130,000.00
100	General Fund	05030	CASH MANAGEMENT	5100	2,884.00
100	General Fund	05050	GENERAL ACCOUNTING	5100	20,000.00
100	General Fund	05050	GENERAL ACCOUNTING	5101	14,275.00
100	General Fund	05050	GENERAL ACCOUNTING	5215	571.00
100	General Fund	05500	POLICE - ADMINISTRATION	4055	2,089.00
100	General Fund	05500	POLICE - ADMINISTRATION	5101	660.00
100	General Fund	05500	POLICE - ADMINISTRATION	5998	6,879.00
100	General Fund	05514	COMMUNITY SERVICES	5505	1,200.00
100	General Fund	05531	PATROL	4055	10,920.00
100	General Fund	05531	PATROL	5100	14,340.00
100	General Fund	05531	PATROL	5215	1,877.00
100	General Fund	05531	PATROL	5225	5,191.00
100	General Fund	05533	ANIMAL CONTROL	5100	70,205.00
100	General Fund	05540	POLICE - VEHICLES	5216	1,607.00
100	General Fund	05540	POLICE - VEHICLES	6002	11,153.00
100	General Fund	06011	FIRE PREVENTION	5101	1,621.00
100	General Fund	06011	FIRE PREVENTION	5215	3,836.00
100	General Fund	06021	FIRE OPERATIONS	4055	1,827.00
100	General Fund	06021	FIRE OPERATIONS	5101	15,168.00
100	General Fund	06021	FIRE OPERATIONS	5215	264.00
100	General Fund	06021	FIRE OPERATIONS	5230	1,433.00
100	General Fund	06022	FIRE TRAINING	5215	224.00
100	General Fund	06025	FIRE SUPPORT SERVICES	4055	312.00
100	General Fund	06025	FIRE SUPPORT SERVICES	5101	4,180.00
100	General Fund	06025	FIRE SUPPORT SERVICES	5215	1,208.00
100	General Fund	06025	FIRE SUPPORT SERVICES	5225	48,937.00
100	General Fund	06025	FIRE SUPPORT SERVICES	5320	705.00
100	General Fund	06025	FIRE SUPPORT SERVICES	5340	2,901.00
100	General Fund	06040	EMERGENCY PREPAREDNESS	5101	737.00
100	General Fund	06040	EMERGENCY PREPAREDNESS	5215	5,032.00
100	General Fund	08100	DEVELOP & OPERATIONS-ADMIN	5101	19,750.00
100	General Fund	08200	PLANNING	5101	612.00
100	General Fund	08320	PUBLIC WORKS-ENGINEERING	5998	600.00
100	General Fund	08500	PARKS & REC - ADMINISTRATION	5216	918.00
100	General Fund	08500	PARKS & REC - ADMINISTRATION	5998	2,910.00
100	General Fund	08501	PARK DEVELOPMENT	5101	33,000.00
100	General Fund	08514	ADULT & SENIOR ACTIVITIES	5100	1,688.00
100	General Fund	08518	YOUTH CLASSES	5100	8,550.00

FY2016-17 to FY2017-18 Encumbrance Carry Forward

Contracts, Purchase Orders, and Service Agreements

Fund	Fund Name	Org Key	Org Key Description	Object	Amount
100	General Fund	08519	COMMUNITY SPECIAL EVENTS	5101	37.00
100	General Fund	08525	MAHANY PARK	5100	4,687.00
100	General Fund	08526	TOWN SQUARE	5101	77.00
100	General Fund	08526	TOWN SQUARE	5215	3,085.00
100	General Fund	08551	OPEN SPACE/TREE MAINTENANCE	5100	44,526.00
100	General Fund	08555	PARKS - MAINTENANCE	5100	7,950.00
100	General Fund	08555	PARKS - MAINTENANCE	5340	4,100.00
100	General Fund	08800	DEVELOPMENT SERVICES-ADMIN	5505	600.00
100	General Fund	08801	DEV SRV-PERMIT CENTER	5101	10,030.00
100	General Fund	08801	DEV SRV-PERMIT CENTER	5500	5,095.00
100	General Fund	08801	DEV SRV-PERMIT CENTER	5505	775.00
100	General Fund	08810	DEV SRV-BUILDING INSPECTION	5101	97,390.00
100	General Fund	08810	DEV SRV-BUILDING INSPECTION	5215	3,500.00
100	General Fund	08810	DEV SRV-BUILDING INSPECTION	5216	14,850.00
100	General Fund	08810	DEV SRV-BUILDING INSPECTION	5220	652.00
100	General Fund	08815	DEV SRV-CODE ENFORCEMENT	5101	29,022.00
100	General Fund	08815	DEV SRV-CODE ENFORCEMENT	5210	1,200.00
100	General Fund	08815	DEV SRV-CODE ENFORCEMENT	5216	7,500.00
100	General Fund	08815	DEV SRV-CODE ENFORCEMENT	5390	612.00
100	General Fund	08820	DEV SRV-ENGINEERING	5101	36,100.00
100	General Fund	08820	DEV SRV-ENGINEERING	5210	2,000.00
100	General Fund	08820	DEV SRV-ENGINEERING	5215	1,000.00
100	General Fund	21001	FLOODPLAIN MANAGEMENT	6120	3,301.00
100	General Fund	21001	FLOODPLAIN MANAGEMENT	6130	2,238.00
100	General Fund	90138	BLDG PLAN CHECK SERVICES	5101	6,008.00
100	General Fund	90160	FULL COST/CONSOLIDATED BILLING	5101	1,085,097.00
100	General Fund	90160	FULL COST/CONSOLIDATED BILLING	5111	1,273,442.00
			General Fund Appropriations Subtotal	***$***	***3,256,433.00***
			Net General Fund (before Transfers)	***$***	***891,886.00***
110	Strategic Improvement	01010	STRATEGIC IMPROVEMENTS	5101	64,335.00
			Stratgeic Improvement Fund	***$***	***64,335.00***
200	LLD / SD	00770	CROCKER RANCH SERVICES DISTRCT	5341	359.00
			LLS / SD Fund	***$***	***359.00***
201	Gas Tax Fund	21501	STREETS - RESURFACING	6130	82,584.00
			Gas Tax Fund	***$***	***82,584.00***
213	Traffic Signal Capital Fund	08336	TRAFFIC SIGNAL VEHICLE REPL	6000	161,078.00
			Traffic Signal Capital Fund	***$***	***161,078.00***
216	Technology Fee Repl Fund	08875	DEV SRV-TECHNOLOGY INV ACCT	5101	36,800.00
			Technology Fee Replacement Fund	***$***	***36,800.00***
219	Open Space Maint Fund	91008	OPEN SPACE MAINTENANCE	5100	2,882.00
			Open Space Fund	***$***	***2,882.00***
221	Traffic Mitigation Fund	08330	TRAFFIC MITIGATION OPER EXP	5101	10,000.00
221	Traffic Mitigation Fund	21503	STREETS - TRAFFIC SIGNALS	6120	6,244.00
221	Traffic Mitigation Fund	21503	STREETS - TRAFFIC SIGNALS	6130	20,711.00
			Traffic Mitigation Fund Subtotal	***$***	***36,955.00***

FY2016-17 to FY2017-18 Encumbrance Carry Forward

Contracts, Purchase Orders, and Service Agreements

Fund	Fund Name	Org Key	Org Key Description	Object		Amount
224	Stormwater Management	08450	STORM WATER MANAGEMENT EU	5101		23,559.00
			Stormwater Management Fund		***$***	***23,559.00***
225	Traffic Signal Maint Fund	08335	TRAFFIC SIGNALS	5340		295.00
			Traffic Signal Maintenance Fund		***$***	***295.00***
227	UEC Fund	08527	UTIL EXPLORATION CENTER	5101		60,997.00
227	UEC Fund	08527	UTIL EXPLORATION CENTER	5115		1,111.00
227	UEC Fund	08527	UTIL EXPLORATION CENTER	5505		2,400.00
			UEC Fund Subtotal		***$***	***64,508.00***
230	City-Wide Park Fund	51006	YOUTH SPORTS COALITION ANNL PR	6130		45,713.00
			City-Wide Park Fund		***$***	***45,713.00***
252	Highway User Tax Fund	08327	HWY USERS TAX OPERATIONS	5210		355.00
252	Highway User Tax Fund	21510	STREETS-RESURFACING-HWY USERS	5100		1,840.00
			HUT Fund Subtotal		***$***	***2,195.00***
253	Roadway Fund	21511	STREETS-RESURFACING-ROADWAY FD	6130		82,412.00
			Roadway Fund		***$***	***82,412.00***
257	Air Quality Mitigation Fund	91006	AIR QUALITY MITIGATION	6001		45,860.00
			AQMF Fund		***$***	***45,860.00***
260	CDBG Fund	08115	CDBG	5101		14,908.00
			CDBG Fund		***$***	***14,908.00***
299	Misc Special Revenue Funds	01550	CABLE TV PEG FUNDS	5101		22,527.00
299	Misc Special Revenue Funds	01550	CABLE TV PEG FUNDS	5215		1,519.00
299	Misc Special Revenue Funds	01550	CABLE TV PEG FUNDS	5216		165.00
299	Misc Special Revenue Funds	01550	CABLE TV PEG FUNDS	5330		11,326.00
			Misc Special Revenue Fund Subtotal		***$***	***35,537.00***
301	Building Fund	00301	BUILDING	5101		10,500.00
			Building Fund		***$***	***10,500.00***
310	General CIP Rehab Fund	91023	FIRE EQUIP REHAB PROJECT	6130		67,631.00
			General CIP Rehab Fund		***$***	***67,631.00***
401	Youth Development Fund	08541	ADVENTURE CLUBS	5340		373.00
401	Youth Development Fund	08542	PRESCHOOL EDUCATION	5210		75.00
401	Youth Development Fund	08546	CDE-CHILD DEVELOP PROGRAM	5210		25.00
			Youth Development Fund Subtotal		***$***	***473.00***
440	Transit Fund	08350	TRANSPORTATION-ADMIN	5101		10,000.00
440	Transit Fund	08351	TRANSIT SERVICES	5101		2,780.00
			Transit Fund Subtotal		***$***	***12,780.00***

FY2016-17 to FY2017-18 Encumbrance Carry Forward

Contracts, Purchase Orders, and Service Agreements

Fund	Fund Name	Org Key	Org Key Description	Object		Amount
441	Transportation Fund	08352	TRANSPORTATION	5200		4,114.00
441	Transportation Fund	08352	TRANSPORTATION	5505		600.00
			Transportation Fund Subtotal		***$***	***4,714.00***
443	Consolidated Trans Srv Fund	08354	CTSA	5100		5,187.00
443	Consolidated Trans Srv Fund	08354	CTSA	5101		19,446.00
			CTSA Fund Subtotal		***$***	***24,633.00***
460	Solid Waste Fund	08410	SOLID WASTE - ADMINISTRATION	5101		18,000.00
460	Solid Waste Fund	08412	COMMERCIAL SOLID WASTE PICKUP	5330		611.00
460	Solid Waste Fund	08414	DISPOSAL	5101		213,133.00
460	Solid Waste Fund	08414	DISPOSAL	5340		137,303.00
460	Solid Waste Fund	08415	RECYCLING	5100		17.00
460	Solid Waste Fund	08419	ORGANIC WASTE PROGRAM	5101		9,818.00
460	Solid Waste Fund	31912	SOLID WASTE OUTREACH	5101		47,278.00
460	Solid Waste Fund	31912	SOLID WASTE OUTREACH	5115		26,309.00
			Solid Waste Operations Fund Subtotal		***$***	***452,469.00***
462	Solid Waste Capital Purch	08417	SOLID WASTE CAPITAL PURCHASES	6001		8,202.00
			Solid Waste Capital Purchase Fund		***$***	***8,202.00***
463	Solid Waste Rehab Fund	31901	SOLID WASTE ANNUAL REHAB	6130		23,562.00
463	Solid Waste Rehab Fund	31950	SOL WST-TECHNOLOGY REPLACEMENT	5210		1,979.00
			Solid Waste Rehab Fund Subtotal		***$***	***25,541.00***
470	Wastewater	08422	DRY CREEK WWTP	5100		394.00
470	Wastewater	08422	DRY CREEK WWTP	5101		17,893.00
470	Wastewater	08422	DRY CREEK WWTP	5330		174.00
470	Wastewater	08422	DRY CREEK WWTP	5340		29,788.00
470	Wastewater	08424	ENVIRONMENTAL UTIL-MAINTENANCE	5216		1,172.00
470	Wastewater	08427	PLEASANT GROVE WWTP	5100		49,079.00
470	Wastewater	08427	PLEASANT GROVE WWTP	5101		84,114.00
470	Wastewater	08427	PLEASANT GROVE WWTP	5330		2,408.00
470	Wastewater	08427	PLEASANT GROVE WWTP	5340		17,100.00
470	Wastewater	08432	WASTEWATER COLLECTION	5100		18,117.00
470	Wastewater	08432	WASTEWATER COLLECTION	5330		262.00
470	Wastewater	08441	RECYCLED WATER	5101		4,780.00
470	Wastewater	31512	WASTEWATER-OUTREACH	5101		17,379.00
470	Wastewater	31512	WASTEWATER-OUTREACH	5115		27,232.00
			Wastewater Operations Fund Subtotal		***$***	***269,892.00***
474	Wastewater Rehab	31550	WASTEWATER-TECHNOLOGY REPLCMT	5210		1,979.00
			Wastewater Rehab Fund		***$***	***1,979.00***
480	Water	08400	ENV UTIL - ADMINISTRATION	5101		108,196.00
480	Water	08400	ENV UTIL - ADMINISTRATION	5216		932.00
480	Water	08400	ENV UTIL - ADMINISTRATION	5505		600.00
480	Water	08421	WATER TREATMENT/STORAGE PLANT	5100		1,191.00
480	Water	08421	WATER TREATMENT/STORAGE PLANT	5340		3,000.00
480	Water	08430	WATER - ADMINISTRATION	5101		83,065.00
480	Water	08431	WATER DISTRIBUTION	5100		996.00
480	Water	08431	WATER DISTRIBUTION	5330		685.00
480	Water	08431	WATER DISTRIBUTION	6001		47,556.00
480	Water	08433	WATER EFFICIENCY	5101		27,327.00
480	Water	08433	WATER EFFICIENCY	5205		292.00

FY2016-17 to FY2017-18 Encumbrance Carry Forward

Contracts, Purchase Orders, and Service Agreements

Fund	Fund Name	Org Key	Org Key Description	Object		Amount
480	Water	08433	WATER EFFICIENCY	5900		30,000.00
480	Water	31012	WATER-OUTREACH	5101		47,729.00
480	Water	31012	WATER-OUTREACH	5115		43,445.00
480	Water	31112	EU-OUTREACH	5101		53,291.00
480	Water	31112	EU-OUTREACH	5115		10,365.00
			Water Operations Fund Subtotal		***$***	***458,670.00***
482	Water Rehab	31050	WATER-TECHNOLOGY REPLACEMENT	5210		1,979.00
			Water Rehab Fund		***$***	***1,979.00***
490	Electric Operations	08600	ELECTRIC - ADMINISTRATION	5101		164,968.00
490	Electric Operations	08600	ELECTRIC - ADMINISTRATION	5120		11,433.00
490	Electric Operations	08600	ELECTRIC - ADMINISTRATION	5200		2,176.00
490	Electric Operations	08600	ELECTRIC - ADMINISTRATION	5505		1,200.00
490	Electric Operations	08600	ELECTRIC - ADMINISTRATION	5515		2,336.00
490	Electric Operations	08605	ELEC REGULATORY/LEGISLATIVE	5101		4,229.00
490	Electric Operations	08614	ELECT CONST & MAINTENANCE	5100		63,051.00
490	Electric Operations	08614	ELECT CONST & MAINTENANCE	5215		1,191.00
490	Electric Operations	08614	ELECT CONST & MAINTENANCE	5340		49,086.00
490	Electric Operations	08614	ELECT CONST & MAINTENANCE	6001		120,848.00
490	Electric Operations	08616	ELECTRIC POWER PLANT	5210		6,830.00
490	Electric Operations	08616	ELECTRIC POWER PLANT	5215		18,250.00
490	Electric Operations	08616	ELECTRIC POWER PLANT	5216		1,564.00
490	Electric Operations	08616	ELECTRIC POWER PLANT	5330		6,197.00
490	Electric Operations	08616	ELECTRIC POWER PLANT	5340		20,307.00
490	Electric Operations	08616	ELECTRIC POWER PLANT	5390		134.00
490	Electric Operations	08616	ELECTRIC POWER PLANT	6001		65,714.00
490	Electric Operations	08621	POWER SUPPLY	5101		311,014.00
490	Electric Operations	08623	RETAIL SERVICES/PUB BENEFITS	5101		139,989.00
490	Electric Operations	08623	RETAIL SERVICES/PUB BENEFITS	5900		493,913.00
			Electric Operations Fund Subtotal		***$***	***1,484,430.00***
491	Electric Construction	08630	VEHICLE PURCHASES	6000		658,856.00
			Electric Construction Fund		***$***	***658,856.00***
500	Self-Insurance Fund	03115	DENTAL INSURANCE	5101		152,603.00
500	Self-Insurance Fund	03118	POST-RETIREMENT/ACCRUALS	5101		4,062.00
			Self-Insurance Funds Subtotal		***$***	***156,665.00***
501	Automotive Services	03321	AUTOMOTIVE SERVICES	6001		18,633.00
			Automotive Services Fund		***$***	***18,633.00***
502	Automotive Replacement	03322	AUTOMOTIVE REPLACEMENT	6000		871,279.00
			Automotive Replacement Fund		***$***	***871,279.00***
670	Successor Agency	08150	SUCCESSOR AGENCY-RDA-ADMIN	5100		709.00
			Successor Agency Fund		***$***	***709.00***

FY2016-17 to FY2017-18 Encumbrance Carry Forward
Fund Transfers

OPERATING TRANSFERS

Transfers IN			Transfers OUT			Project Name		
Fund #		Fund Name	Fund #		Fund Name	Project #	(Tracking)	Amount
227	3900	UEC	460	8900	Solid Waste Operations	08527	Utility Exploration Center	23,932
227	3900	UEC	470	8900	Wastewater Operations	08527	Utility Exploration Center	23,932
227	3900	UEC	480	8900	Water Operations	08527	Utility Exploration Center	23,932
227	3900	UEC	490	8900	Electric Operations	08527	Utility Exploration Center	59,051
							Subtotal Operating Transfers	***$130,847***

CAPITAL TRANSFERS

Transfers IN			Transfers OUT			Project Name		
Fund #		Fund Name	Fund #		Fund Name	Project #	(Tracking)	Amount
230	3902	City-Wide Park Fund	612	8902	Roseville Youth Sports	51006	Youth Sports Coalition	45,713
480	3902	Water Operations	460	8902	Solid Waste	31112	EU Outreach	22,374
480	3902	Water Operations	470	8902	WasteWater	31112	EU Outreach	22,364
							Subtotal Capital Transfers	***$90,451***

VEHICLE TRANSFERS

Transfers IN			Transfers OUT			Project Name		
Fund #		Fund Name	Fund #		Fund Name	Project #	(Tracking)	Amount
502	3904	Auto Replacement	100	8904	General Fund	08555	Park Maintenance	6,842
502	3904	Auto Replacement	100	8904	General Fund	05540	Police Vehicles	65,000
502	3904	Auto Replacement	462	8904	Solid Waste	08413	Solid Waste Maint.	62,984
							Subtotal Vehicle Transfers	***$134,826***

CITY OF ROSEVILLE CALIFORNIA

COUNCIL COMMUNICATION

CC #: 8844
File #: 0201-01

Title:	Vehicle Purchase Budget Adjustment
Contact:	Estela Roig 916-774-5380 eroig@roseville.ca.us

Meeting Date: 11/1/2017
Item #: 6.8.

RECOMMENDATION TO COUNCIL

The Finance Department recommends the City Council approve the attached budget adjustment for the carryover of funding to purchase vehicles.

BACKGROUND

Vehicles were budgeted and purchased in fiscal 2017 but not placed in service as of June 30, 2017. Since the vehicles were not yet in service as of June 30, 2017, the transaction was reclassified for accounting purposes (General Accepted Accounting Principles) as prepaid expense (asset) in fiscal 2017 and will be reclassified to an expense account in fiscal 2018 once the vehicles are placed in service.

FISCAL IMPACT

There is no impact to the General Fund as the funding for the vehicles was included in the fiscal year 2017 budget. The budget adjustment is the result of a timing difference and is not a budget increase.

ECONOMIC DEVELOPMENT / JOBS CREATED

The budget adjustment will not create any economic development or jobs.

ENVIRONMENTAL REVIEW

This budget adjustment is not considered as a project defined by the California Environmental Quality Act (CEQA), does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines 1506 (b) (3).

Respectfully Submitted,

Estela Roig, Accountant

Dennis Kauffman, Director of Finance

Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5882

Request for Budget Adjustment

ORDINANCE NO. 5882

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2017-18, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the carryover of funding to purchase vehicles per the request of the Finance Department as listed on the attached Request for Budget Adjustment in the amount of $2,600,816.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

____
MAYOR

ATTEST:

____
City Clerk

CITY OF ROSEVILLE CALIFORNIA

REQUEST FOR BUDGET ADJUSTMENT

FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in: A.R. 6.01 Budget Adjustment Policy & Procedure.

For more detailed budget adjustment training information, including examples, please click on the following link: Miscellaneous Budget Training Information.

REQUESTER*: ESTELA ROIG

DEPARTMENT/DIVISION*: FINANCE/ACCOUNTING

FISCAL YEAR/EFFECTIVE DATE*: 2017-2018

PROPOSED COUNCIL DATE (if applicable):

USE OF FUNDS*

AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
2,001,296	03322	6000	502			SEE ATTACHED FOR DETAILS
599,520	08630	6000	491	686933	30	SEE ATTACHED FOR DETAILS
$ 2,600,816	TOTAL					

SOURCE OF FUNDS*

AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
2,001,296			502			
599,520			491			
$ 2,600,816	TOTAL					

FINANCE USE

Approved: Kathy Cullen 10/4/17
BUDGET MANAGER/DESIGNEE DATE

Dennis W. Kauffman 10/2/17
Finance Director: Date

Justification for Budget Adjustment*:

Vehicles were budgeted and purchased in FY17 but not placed in service as of 6/30/17. Since the vehicles were not yet in service as of 6/30/17, the transaction was reclassified as prepaid expense (asset) account as of 6/30/17 and will be reclassified to an expense account in FY18 once the vehicles are placed in service.

Approved:
REQUESTING DEPARTMENT HEAD / DESIGNEE DATE

Approved:
CITY MANAGER DATE

Revised 6/2016

VEHICLES NOT YET IN SERVICE AS OF 06/30/17

	VEH REPL FUND	FLEET	VEH ID	PO NO.	YTD ACQ COST 6/30/2017	FY17-18 BUDGET
1	502	POLICE	16-005	P1606039	63,723.71	64,000.00
2	502	POLICE	16-019	P1606039	63,716.68	64,000.00
3	502	POLICE	16-082	P1606039	63,723.70	64,000.00
4	502	POLICE	16-086	P1606039	63,723.71	64,000.00
5	502	POLICE	16-093	P1606039	63,723.71	64,000.00
6	502	POLICE	17-177	P1706014	24,129.08	27,125.00
7	502	POLICE	17-188	P1704164	21,656.40	27,125.00
8	502	POLICE	17-189	P1704164	21,656.40	27,125.00
9	502	POLICE	17-190	P1704164	21,656.40	27,125.00
10	502	POLICE	17-198	P1704164	26,020.10	31,125.00
11	502	POLICE	TBD	P1708186	4,939.56	4,939.56
12	502	PW	17-205	P1706007	35,409.62	38,000.00
13	502	PW	17-232	P1704164	26,659.78	27,000.00
14	502	PW	17-685	P1706014	153,490.84	133,772.00
15	502	FIRE	17-427	P1706005	1,200,168.75	1,202,959.00
16	502	EU	17-206	P1706007	44,756.75	45,000.00
17	502	EU	17-207	P1706007	44,756.75	45,000.00
18	502	EU	17-208	P1706007	44,756.75	45,000.00
					1,988,668.69	2,001,295.56
19	491	ELECTRIC	17-326	P1606047	419,405.26	421,945.00
20	491	ELECTRIC	17-370	P1706010	39,963.12	43,803.00
21	491	ELECTRIC	17-555	P1606048	132,930.86	133,772.00
					592,299.24	599,520.00
			TOTAL		**2,580,967.93**	**2,600,815.56**

COUNCIL COMMUNICATION

CC #: 8843
File #: 0201-01 & 0206-03-01

Title: Community Facilities Districts True-Up to Levies - Budget Adjustment
Contact: Vanessa Lieberman 916-774-5189 vlieberman@roseville.ca.us

Meeting Date: 11/1/2017
Item #: 6.9.

RECOMMENDATION TO COUNCIL

The Finance Department recommends the City Council approve the attached Ordinance authorizing the attached budget adjustment.

BACKGROUND

After a review of all the City's Community Facility Districts (CFDs) and Landscaping and Lighting Districts (LLDs) fiscal year 2018 budgets, multiple items were identified as needing adjustments to true-up to the fiscal year 2018 levies that were submitted to Placer County (County). These adjustments include:

- Item #1: Increasing the County administration fees, Willdan consulting fees and contract maintenance fees in fund 700 – Special Assessment Community Facilities Districts – with a total fiscal impact to the Special Tax Agency Funds of $35,630.
- Item #2: Increasing the County administration fees in fund 200 – Services CFDs and Landscaping and Lighting Districts – with a total fiscal impact to the CFDs/LLDs Funds of $3,468.
- Item #3:
  1. Adding a City budget for Fiddyment Ranch CFD No. 5 to reflect the revenue and expenses for the levy submitted to the County. There is no fiscal impact since the district will collect enough revenue to cover all expenses.
  2. Adding a City budget for developer reimbursement. When the bonds for Fiddyment CFD No. 5 were issued, a balance of $5.9 million in bond proceeds was made available for use by the developers to construct authorized infrastructure in the district. The budget to spend these funds was not included in the adopted budget.
- Item #4:
  1. This budget adjustment increases the County Administrative fee for Municipal Services (CFD #3).

2. There is additional revenue being transferred to the General Fund due to the increase in revenue from the County Levy as compared to what was initially projected at City budget time. A portion of this additional transfer will be transferred to the Transit Fund. The increase to the general fund is $60,628.

- Item #5: This is a transfer from the CFD Improvement Funds of Crocker Ranch CFD #1, Stoneridge West CFD #1, Longmeadow CFD #1, and Roseville Automall CFD #1 to their corresponding Special Tax Agency Funds as a result of closing the improvement districts. The additional increases are a result of interest earned.
- Item #6: This increases the budget in the Stone Point Capital Project Fund for additional developer reimbursements not originally expected at budget development. This fund has sufficient resources to cover the payments to the developers.

FISCAL IMPACT

There are sufficient fund balances in all of the identified CFDs and LLDs to accommodate these requests. The impact of the budget adjustments on fund balance of the General Fund is a net increase of $60,628.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

This budget adjustment is not considered a “project” as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines 15378). Consequently no CEQA action is required.

Respectfully Submitted,

Vanessa Lieberman, Financial Analyst

Dennis Kauffman, Director of Finance

Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5881

Signed Budget Adjustment

ORDINANCE NO. 5881

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2017-18, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for true-ups to the fiscal year 2018 levies for the Community Facility Districts and Landscaping and Lighting Districts per the request of the Finance Department as listed on the attached Request for Budget Adjustment and resulting in a net increase in the amount of $60,628.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

____
MAYOR

ATTEST:

____
City Clerk

Requestor: Vanessa Lieberman
Department/Division: Finance/Accounting
Fiscal Year/Effective Date: FY 2018
Council Date: 11/1/2017

1

Use of Funds:

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
50	00731	8145	700			Misc. Fees for Consulting and Professional Services
919	00733	8144	700			County Auditor and Assessor Fees
50	00741	8145	700			Misc. Fees for Consulting and Professional Services
1,820	00744	8145	700			Misc. Fees for Consulting and Professional Services
45	00745	8144	700			County Auditor and Assessor Fees
1,035	00745	8145	700			Misc. Fees for Consulting and Professional Services
454	00746	8144	700			County Auditor and Assessor Fees
70	00746	8145	700			Misc. Fees for Consulting and Professional Services
770	00748	8144	700			County Auditor and Assessor Fees
1,015	00748	8145	700			Misc. Fees for Consulting and Professional Services
174	00749	8144	700			County Auditor and Assessor Fees
600	00750	8144	700			County Auditor and Assessor Fees
1,070	00750	8145	700			Misc. Fees for Consulting and Professional Services
173	00751	8144	700			County Auditor and Assessor Fees
1,120	00751	8145	700			Misc. Fees for Consulting and Professional Services
19,204	00753	8144	700			County Auditor and Assessor Fees
70	00753	8145	700			Misc. Fees for Consulting and Professional Services
4,210	00754	8145	700			Misc. Fees for Consulting and Professional Services
215	00757	8144	700			County Auditor and Assessor Fees
2,035	00757	8145	700			Misc. Fees for Consulting and Professional Services
450	00758	8145	700			Misc. Fees for Consulting and Professional Services
71	00759	8144	700			County Auditor and Assessor Fees
10	00759	8145	700			Misc. Fees for Consulting and Professional Services
35,630	TOTAL					

Source of Funds:

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
50	00731		700			Available Resources
919	00733		700			Available Resources
50	00741		700			Available Resources
1,820	00744		700			Available Resources
45	00745		700			Available Resources
1,035	00745		700			Available Resources
454	00746		700			Available Resources
70	00746		700			Available Resources
770	00748		700			Available Resources
1,015	00748		700			Available Resources
174	00749		700			Available Resources
600	00750		700			Available Resources
1,070	00750		700			Available Resources
173	00751		700			Available Resources
1,120	00751		700			Available Resources
19,204	00753		700			Available Resources
70	00753		700			Available Resources
4,210	00754		700			Available Resources
215	00757		700			Available Resources
2,035	00757		700			Available Resources
450	00758		700			Available Resources
71	00759		700			Available Resources
10	00759		700			Available Resources
35,630	TOTAL					

Justification for Budget Adjustment:

This is to request an increase in budget spending due to the time delay between City budgeting in February and County Levy submittal in August. This budget adjustment is to true-up the City budget to the approved and submitted County Levy.

2 Use of Funds:

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
21	00680	5701	200			County Administrative Fees
92	00681	5701	200			County Administrative Fees
7	00682	5701	200			County Administrative Fees
180	00689	5701	200			County Administrative Fees
40	00690	5701	200			County Administrative Fees
8	00691	5701	200			County Administrative Fees
2	00692	5701	200			County Administrative Fees
1	00694	5701	200			County Administrative Fees
114	00696	5701	200			County Administrative Fees
75	00697	5701	200			County Administrative Fees
636	00698	5701	200			County Administrative Fees
64	00721	5701	200			County Administrative Fees
14	00722	5701	200			County Administrative Fees
285	00725	5701	200			County Administrative Fees
88	00735	5701	200			County Administrative Fees
813	00769	5701	200			County Administrative Fees
189	00770	5701	200			County Administrative Fees
24	00771	5701	200			County Administrative Fees
122	00775	5701	200			County Administrative Fees
693	00776	5701	200			County Administrative Fees

3,468 TOTAL

Source of Funds:

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
21	00680		200			Available Resources
92	00681		200			Available Resources
7	00682		200			Available Resources
180	00689		200			Available Resources
40	00690		200			Available Resources
8	00691		200			Available Resources
2	00692		200			Available Resources
1	00694		200			Available Resources
114	00696		200			Available Resources
75	00697		200			Available Resources
636	00698		200			Available Resources
64	00721		200			Available Resources
14	00722		200			Available Resources
285	00725		200			Available Resources
88	00735		200			Available Resources
813	00769		200			Available Resources
189	00770		200			Available Resources
24	00771		200			Available Resources
122	00775		200			Available Resources
693	00776		200			Available Resources

3,468 TOTAL

Justification for Budget Adjustment:

This is to request an increase in budget spending due to the time delay between City budgeting in February and County Levy submittal in August. This budget adjustment is to true-up the City budget to the approved and submitted County Levy.

3 Use of Funds:

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
844,495	00734	8101	700			Fiddyment CFD 5 Debt Service Interest Payment
4,500	00734	8140	700			Fiscal Agent Fees
15,400	00734	8144	700			County Auditor and Assessor Fees
6,062	00734	8145	700			Misc. Fees for Consulting and Professional Services
1,000	00734	5998	700			Misc. Administrative Expenses
5,900,000	00364	6130	300			Developer Reimbursement
6,771,457	TOTAL					

Source of Funds:

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
871,457	00734	3090	700			County Levy Tax Revenue
5,900,000	00364		300			Available Resources
6,771,457	TOTAL					

Justification for Budget Adjustment:

This budget adjustment is to add a City budget for the new Fiddyment CFD #5 bonded district. At the time of City budget entry this bond had not been issued however a levy was submitted to Placer County in August for Fiddyment CFD #5. The new bond issuance provided Fiddyment CFD #5 with $5.9m in bond proceeds available to be spent on authorized facilities. This budget adjustment adds the spending appropriation to developer reimbursement.

4 Use of Funds:

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
2,460	00777	5701	200			County Administrative Fees
95,449	00777					Increase County Levy Revenue Collected
95,449	00100	3900	100			CFD 3 Transfer to General Fund
34,821	00440	3900	440	700100	94	Additional Revenue for Muni 3 Transfer from Gen Fund
228,179	TOTAL					

Source of Funds:

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
2,460	00777	3090	200			County Levy Revenue
95,449	00777	3090	200			Increase County Levy Revenue
95,449	00777	8900	200			Increase in transfer to General Fund
34,821	00100	8900	100	700440	95	Available Resources
228,179	TOTAL					

Justification for Budget Adjustment:

This is to request an increase in budget spending due to the time delay between City budgeting in February and County Levy submittal in August. This budget adjustment is to true-up the City budget to the approved and submitted County Levy. The increase in levy collection will provide the general fund approximately $60,000 more in revenue. This budget adjustment is to increase the amount of General Fund transfer of Municipal Services (CFD #3) revenue to Transit (fund 440) due to the additional revenue being collected via the district levy. There are sufficient funds available in the General Fund to cover the added expense.

5 Use of Funds:

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
2,500	00748	3900	700			Transfer In - Closing of improvement fund
4,000	00751	3900	700			Transfer In - Closing of improvement fund
1	00755	3900	700			Transfer In - Closing of improvement fund
1,000	00730	3900	700			Transfer In - Closing of improvement fund
7,501	TOTAL					

Source of Funds:

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
2,500	00342	8900	300			Transfer Out - Closing of improvement fund
4,000	00347	8900	300			Transfer Out - Closing of improvement fund
1	00352	8900	300			Transfer Out - Closing of improvement fund
1,000	00357	8900	300			Transfer Out - Closing of improvement fund
7,501	TOTAL					

Justification for Budget Adjustment:

This budget adjustment is to increase the amount of transfer to the bonded districts as a result of closing the related Improvement Districts. The additional increases were a result of interest earned during the year.

Use of Funds:

6

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
400,000	00354	6130	300			Stonepoint CFD 5 Improvement Fund - Developer Reimb
400,000	TOTAL					

Source of Funds:

Amount	Org Key	Object	Fund	Project	Activity	Account Title/Activity
400,000	00354		300			Available Resources
400,000	TOTAL					

Justification for Budget Adjustment:

This budget adjustment is to add a budget for developer reimbursement for the Stonepoint CFD #5 Improvement fund. There are sufficient resources in fund balance to cover the reimbursement of approved infrastructure.

Approved:

Kathy Cullen 10/6/17

Budget Manager Date

10/6/17

Director of Finance Date

Department Head Date

City Manager Date

COUNCIL COMMUNICATION

CC #: 8847
File #: 1008 & 0721-05 & 0201-01

Title:	West Roseville Specific Plan Parcel W-81 Bike Trail Segment 2 - Reimbursement Agreement and Budget Adjustment
Contact:	Jeannie Gandler 916-746-1289 jgandler@roseville.ca.us

Meeting Date: 11/1/2017
Item #: 6.10.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council:

1. Adopt the resolution authorizing the City Manager to execute the Reimbursement Agreement between the City of Roseville and KB Home Sacramento, Incorporated;
2. Adopt the ordinance for a budget adjustment allocating West Roseville Specific Plan (WRSP) bike trail fees in the amount of $187,090.50 to this project.

BACKGROUND

Pursuant to the WRSP Development Agreement and the conditions of approval for the Westpark Parcel W-13 subdivision, the developer was required to construct a half-mile long (2,497 linear feet) segment of multi-use trail within the open space Parcel W-81. The trail has been constructed, is located north of Pleasant Grove Boulevard and west of Westbrook Boulevard, and connects to nearby trails per the WRSP Bikeway Plan. A map of the trail is attached to the staff report as Exhibit “A”.

The total cost of the trail was $187,090.50 as identified in the cost estimates provided by KB Home. The requested amount of reimbursement is consistent with the WRSP trail financing plan's original cost estimate for this project.

FISCAL IMPACT

This work was wholly funded through the WRSP Bike Trail Fund. This fund receives its money through the payment of bike trail fees upon the issuance of each residential building permit in the WRSP. There is sufficient money within the WRSP Bike Trail Fund to fund the requested budget adjustment. No general fund monies will be used for the project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on federal guidelines, there is one job created for every $92,000 in direct government spending, so approximately two full time jobs were created by this project.

ENVIRONMENTAL REVIEW

The City Council certified an Environmental Impact Report (EIR) and adopted Findings of Fact, Statements of Overriding Considerations, and a Mitigation Monitoring Plan for the West Roseville Specific Plan on February 2, 2004. The WRSP anticipated construction of the trail that is the subject of the reimbursement agreement. The project will comply with all applicable mitigation of the WRSP EIR.

Respectfully Submitted,

Jeannie Gandler, Administrative Analyst

Rhon Herndon, Public Works Director

Rob Jensen, City Manager

ATTACHMENTS:

Description

Exhibit A - WRSP Bike Trail Segment 2 - KB Home Bike Trail

Resolution No 17-454

Reimbursment Agreement with Exhibits

Ordinance No. 5883

Budget Adjustment

WEST ROSEVILLE LAND USE PLAN **EXHIBIT A**

Figure 4-1

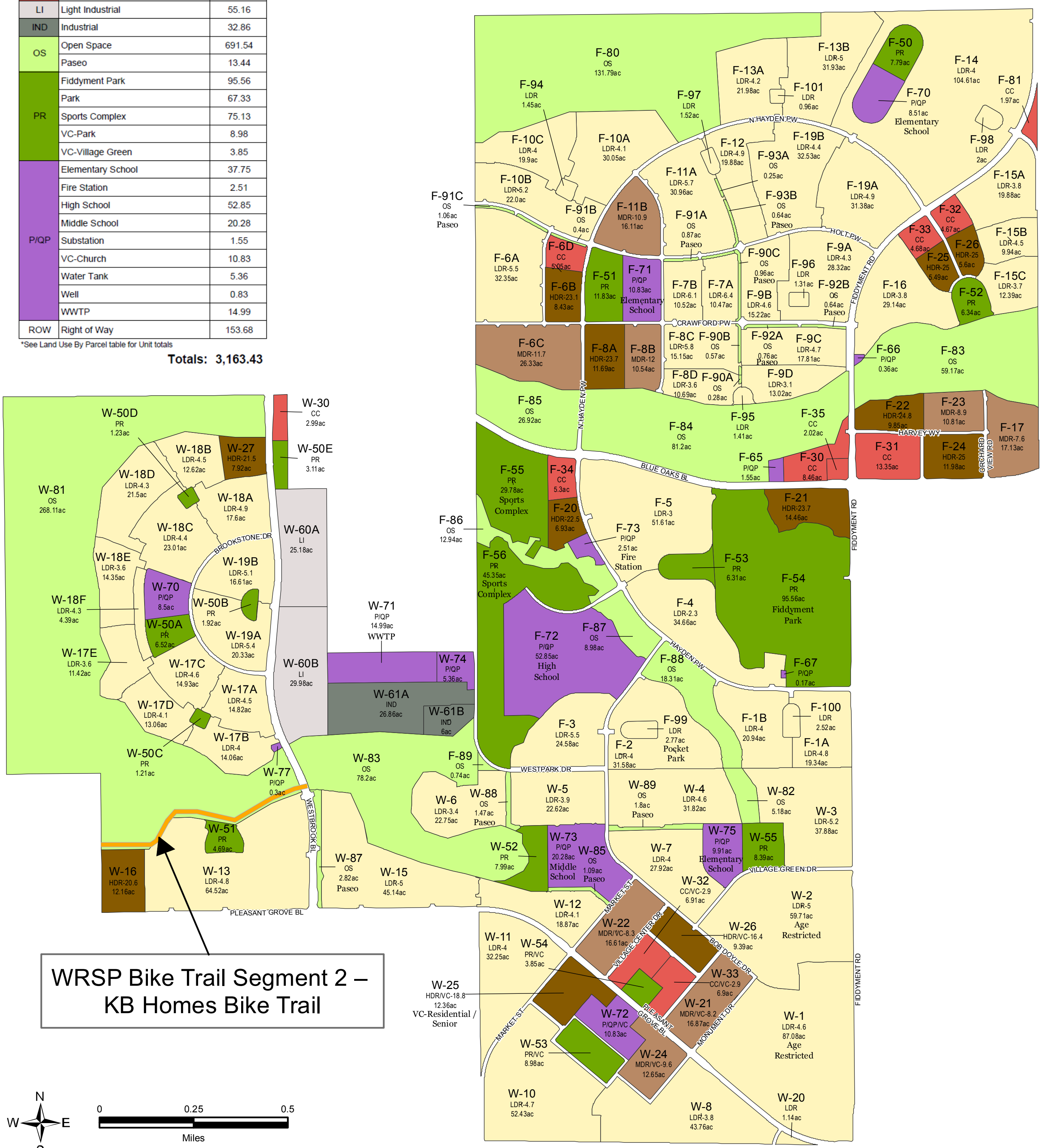
	Land Use Designation	Acres
LDR	Age Restricted	146.79
	Pocket Park	13.94
	Residential	1,352.61
MDR	Residential	80.92
	VC-Residential	46.13
HDR	Residential	94.51
	VC-Residential	9.39
	VC-Residential / Senior	12.36
CC	Commercial	48.49
	VC-Commercial	13.81
LI	Light Industrial	55.16
IND	Industrial	32.86
OS	Open Space	691.54
	Paseo	13.44
PR	Fiddyment Park	95.56
	Park	67.33
	Sports Complex	75.13
	VC-Park	8.98
	VC-Village Green	3.85
P/QP	Elementary School	37.75
	Fire Station	2.51
	High School	52.85
	Middle School	20.28
	Substation	1.55
	VC-Church	10.83
	Water Tank	5.36
	Well	0.83
	WWTP	14.99
ROW	Right of Way	153.68

*See Land Use By Parcel table for Unit totals

Totals: 3,163.43

Bike Route

Class I - Trails



Last Updated: May 4, 2017

RESOLUTION NO. 17-454

APPROVING A CITY/DEVELOPER REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND KB HOME SACRAMENTO INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a City/Developer Reimbursement Agreement regarding the West Roseville Specific Plan Parcel W-81 Bike Trail, Segment 2 project, by and between the City of Roseville and KB Home Sacramento Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

____
MAYOR

ATTEST:

____
City Clerk

CITY/DEVELOPER
REIMBURSEMENT AGREEMENT

Project: WRSP Parcel W-81 Bike Trail, Segment 2

THIS AGREEMENT is made and entered into this ___ day of ____________, 20__, by and between the City of Roseville, a municipal corporation, ("CITY") and KB Home Sacramento Inc., a California corporation ("DEVELOPER"); and

W I T N E S S E T H:

A. DEVELOPER is the owner of a certain parcel of real property under development within the City of Roseville known as West Roseville Specific Plan Parcel W-81 and described as Assessor's Parcels Number 496-330-039 ("Property").

B. DEVELOPER has agreed to construct and install on the Property a Class I bike trail and has agreed to construct and install off-site Class I bike trail connections within Parcel 81 as shown within Exhibit "A" attached hereto and made part of this agreement ("Public Improvements").

C. DEVELOPER and CITY will substantially benefit from the construction and installation of the Public Improvements as described in paragraph B above.

D. The total cost of constructing the Public Improvements as estimated using current prevailing wages and in accordance with the improvement plans is estimated as approximately one hundred eighty-seven thousand, ninety dollars and fifty cents ($187,090.50) ("Improvement

Costs"), as more particularly set out in the breakdown of costs ("Breakdown of Costs"), Exhibit "B," attached and incorporated by this reference.

E. Pursuant to the Breakdown of Costs, the parties have determined that the obligation of Improvement Costs will be allocated between CITY, and DEVELOPER as follows:

DEVELOPER	$ 0
CITY	$ 187,090.50
TOTAL	**$ 187,090.50**

F. DEVELOPER and CITY desire to enter into this Agreement providing for the direct installation by DEVELOPER of the Public Improvements in accordance with the approved improvement plans, for subsequent reimbursement of the total Improvement Costs by CITY directly to DEVELOPER.

NOW, THEREFORE, in consideration of the covenants set forth herein, CITY and DEVELOPER hereby agree as follows:

1. Construction of the Public Improvements. DEVELOPER shall cause the Public Improvements to be constructed and installed in accordance with the CITY's Class I bike trail Design/Construction Standards and approved Improvement Plans for Westpark Phase 3 Village 13C, prepared by MacKay & Somps, dated June 10, 2016.

2. Reimbursement of the Costs of the Public Improvements. In consideration of the satisfactory completion of the Public Improvements, CITY shall reimburse DEVELOPER for those portions of the Improvement Costs attributable to CITY as set forth in Recital E, hereof (the "Reimbursable Costs"). CITY and DEVELOPER acknowledge that the actual Reimbursable

Costs may vary from the estimated costs, depending upon the actual costs of constructing and installing the Public Improvements. Any variation in costs shall be agreed to by the parties.

The Reimbursable Costs shall include the contract bid amount for the Public Improvements as reflected on the Breakdown of Costs and reasonable change orders, as approved by CITY.

3. Timing of Reimbursements. CITY shall reimburse DEVELOPER for the total Reimbursable Costs as follows:

a. Design, Engineering and Surveying Services. DEVELOPER shall submit monthly invoices for design, engineering, and surveying services provided in connection with the Public Improvements. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one-tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

b. Construction Costs. Once a month DEVELOPER shall prepare a request for partial payments for approval by CITY evidencing the construction costs for which reimbursement is to be provided in accordance with this Agreement. The estimate shall include the total amount of construction work completed and inspected and include the costs of any materials utilized in connection with the Public Improvements. CITY shall retain ten percent (10%) of such estimated value of the work completed and ten percent (10%) of the value of materials so estimated to have been furnished, delivered and unused or furnished and stored as partial security for the fulfillment of this Agreement by DEVELOPER. CITY shall pay monthly to DEVELOPER, while carrying on the construction work for the Public Improvements, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of this Agreement. No such estimate or payment shall be required to be made when, in the judgment of CITY, the construction work is not proceeding in accordance with the provisions of this Agreement, or when in the judgment of CITY the total value of the work done since the last estimate amounts to less than three hundred dollars ($300). No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

Final payment will be made within fifteen (15) working days following the expiration of the thirty-five (35) day lien period. The start of this period is the date the County Recorder files the notice of completion. Notwithstanding the foregoing, the retention monies described in this section, exclusive of stop notice withholds, shall be released in accordance with law.

4. <u>Permits.</u> DEVELOPER shall be responsible for obtaining all necessary permits. CITY shall approve all plans prior to issuing any permit.

5. <u>Changes in the Scope of Work.</u> If during the course of construction field conditions require a change of scope different then contemplated in either Exhibit "A," or "B" as referenced above, and prior to making any changes that will effect the scope of this Agreement, the DEVELOPER shall contact CITY and get approval by CITY for those changes.

6. <u>Prior To Commencement of Work</u>. Prior to commencement of Work, DEVELOPER shall comply with the following: (1) obtain pre-approval from CITY of DEVELOPER's construction documents; (2) cause its contractor to obtain an encroachment permit from City prior to commencement of construction activities in CITY's right of way (and adjacent thereto); and, (3) cause its contractor to provide insurance and related documentation to CITY in accordance with Paragraph 10 of this Agreement.

7. Bid Documents. DEVELOPER shall prepare the bid documents for the Public Improvements. CITY shall review and approve the bid documents prior to the issuance of a notice of, and invitation to, bid by DEVELOPER. Bids shall be lump sum with an itemized unit summary to be used for additions and deletions only. CITY shall also review the bids received by DEVELOPER and shall approve DEVELOPER's selection of the most appropriate bid prior to the award of contract. All bids shall include prevailing wage rates. CITY shall have ten (10) working days to review the bids and, in the event the Department concludes the bids are unacceptably high and not to budget, to notify DEVELOPER of required modifications to the Public Improvements or the need to solicit additional bids. CITY shall provide DEVELOPER with an opportunity to review and comment on any proposal by CITY to modify the Public Improvements and shall give such comments fair consideration. Effective March 1, 2015, no contractor or subcontractor may be listed on a bid proposal for the Public Improvements unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Effective April 1, 2015, no contractor or subcontractor may work on the Public Improvements unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. DEVELOPER shall be responsible for ensuring that these contractor registration requirements are adhered to since this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Furthermore, as required by SB 854, DEVELOPER shall notify the Department of Industrial Relations of the project within five (5) days of the award of a contract to a contractor for the Public Improvements.

8. Prevailing Wages. DEVELOPER shall comply with all applicable prevailing wage laws for services performed under this

Agreement. Additionally, DEVELOPER shall require its contractors and subcontractors, if any, to comply with all applicable prevailing wage laws for services performed under this Agreement.

9. 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 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.

10. Insurance. Prior to the issuance of an encroachment permit and commencement of any field construction for those certain improvements as shown on Exhibit "A," the DEVELOPER shall, or shall cause its contractor to, have on file with CITY throughout the duration of construction and maintain in full force the following policies of insurance:

POLICY	LIMITS OF LIABILITY
Commercial General Liability, Including endorsements for comprehensive form, premises operations, products/completed	Bodily Injury: $2,000,000 each occurrence $4,000,000 aggregate Property Damage:

operations, broad form property damage, independent contractors, contractual, personal injury, explosion/collapse and underground hazard	$2,000,000 each occurrence Personal Injury: $2,000,000 each occurrence $4,000,000 aggregate
Workers' Compensation	Statutory
Automobile Liability	$1,000,000 combined single limit

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

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

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

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Contractors. DEVELOPER agrees to include in its contracts with all contractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the contractor's work. Furthermore, DEVELOPER shall require its contractors to agree to be bound to DEVELOPER and CITY in the same manner and to the same extent as DEVELOPER is bound to CITY under this Agreement. Additionally, DEVELOPER shall obligate its contractors to comply with these same provisions with respect to any subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the contractor or any subcontractor upon request.

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

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

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

11. Obligations Arising From Agreement. Neither the General Fund, nor any other fund or monies of CITY, except for the West Roseville Specific Plan Bike Trail Fund, shall be utilized for payment of any obligations arising from this Agreement. Neither the credit nor the taxing power of CITY is pledged for the payment of any obligations arising from this Agreement. CITY's obligations arising from this Agreement are not a debt of CITY, or a legal or equitable pledge, charge, lien or encumbrance upon any of its property, or upon any of its income, receipts or revenues.

12. Successors and Assigns. Each and every provision of this Agreement shall be binding and inure to the benefit of the successors and assigns of the parties hereto.

13. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses,

including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

15. 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.

16. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

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

CITY OF ROSEVILLE, a
municipal corporation

BY: _________________________
ROB JENSEN
City Manager

KB HOME SACRAMENTO INC.,
a California corporation

BY: _________________________
its: Leo Pantoja
Director

[L:\WpDocs\D014\P003\00029588.DOC 8/3/17]

ATTEST: and

BY: ______________________ BY: ______________________
SONIA OROZCO its: ______________________
City Clerk

APPROVED AS TO FORM:

BY: ______________________
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: ______________________
RHON HERNDON
Public Works Director

KB HOME

CERTIFICATE OF SECRETARY

I, Tony Richelieu, do hereby certify that I am the duly elected, qualified and acting Secretary of KB HOME Sacramento Inc., a California corporation (this "Corporation").

I do further certify that the resolutions attached hereto as Exhibit "A" are a true and complete representation of such resolutions that were duly adopted by the unanimous written consent of the Board of Directors of this Corporation as of April 5, 2017, and that said resolutions have not been rescinded, modified or revoked, and are in full force and effect.

WITNESS MY HAND this 5th day of April, 2017.

Tony Richelieu

Tony Richelieu
Secretary

EXHIBIT "A"
KB HOME SACRAMENTO INC.
RESOLUTIONS ADOPTED AS OF APRIL 5, 2017

Signing Authority

BE IT RESOLVED. . . that the following resolutions shall supersede and replace any and all resolutions previously adopted with respect to the powers and authority herein granted including, but not limited to, resolutions adopted as of April 24, 2015, and any such prior authority is hereby revoked and restated in its entirety as follows:

RESOLVED FURTHER, that the following officers and/or employees of this Corporation be, and each hereby is, authorized to act on behalf of this Corporation; provided, however, that such authority shall be limited to such authority as may be provided herein below and to other ordinary course of business transactions relating to the operations of this Corporation as indicated hereinbelow:

Joe Killinger	President
Wesley Eisner	Vice President, Finance
Zach Gomes	Vice President, Operations - Fresno
Maria Braden	Assistant Secretary and Senior Director, Sales, Marketing and Studio
Michael MacDonald	Assistant Secretary
Charles E. Brown	Regional Construction Manager
Matt Hogan	Director, Land Development
Leo Pantoja	Director, Forward Planning
Charles Sherwood	Director, Customer Service
Ruthe Stickley	Director, Purchasing
Jennifer Kovanda	Studio Manager
Chris Nichols	Regional Sales Manager
Danelle Sherman	Marketing Manager
Monica Weaver	Escrow Manager
Nicole Yagi	Regional Sales Manager

RESOLVED FURTHER, that the following persons be, and each hereby is, authorized and empowered on behalf and in the name of this Corporation to execute, acknowledge and deliver any and all documents deemed by such person to be necessary or appropriate in connection with the acquisition, disposition, and development of bulk parcels of real property by this Corporation, including, but not limited to, land purchase and sale agreements, amendments, assignments, escrow instructions, grant deeds, promissory notes, deeds of trust, maps, and related agreements and documents:

Any one of:
Joe Killinger

Any two acting together:
Wesley Eisner
Zach Gomes
Matt Hogan
Leo Pantoja

RESOLVED FURTHER, that the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Corporation to execute, acknowledge and deliver any and all documents deemed by such person necessary or appropriate in connection with this Corporation's project forward planning and entitlement activities including but not limited to, entitlement applications, subdivision improvement agreements, builder's certification of plans, specifications and site plans, easements, development agreements, declarations of covenants, conditions and restrictions, recorded notices, notices of commencement, permit applications, subdivision and tract maps and exhibits thereto and supporting documents, applications or other filings required to be filed with the Department of Real Estate of California, condominium plans, consultant agreements, and project bonds:

Joe Killinger
Wesley Eisner
Leo Pantoja

RESOLVED FURTHER, that the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Corporation to execute, acknowledge and deliver any and all documents deemed by such person necessary or appropriate in connection with this Corporation's land improvement and development activities including but not limited to, builder's certification of plans, specifications and site plans, notices of commencement, permit applications, land development subcontracts, materials and supply contracts, and utility contracts:

Joe Killinger
Wesley Eisner
Zach Gomes
Matt Hogan
Leo Pantoja

RESOLVED FURTHER, that the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Corporation to execute, acknowledge and deliver all contracts (including purchase and sale agreements, amendments, addendums and other ancillary documents forming a part of the contract), reservation agreements, escrow instructions, grant deeds, notes, deeds of trust, warranties, and other agreements and documents necessary or appropriate with respect to the sale and conveyance of title to residential dwellings standing in the name of this Corporation, including, but not limited to, any and all documents required by the Department of Housing and Urban Development, documents necessary to qualify for government or quasi-government sponsored loan programs including, but not limited to, developer, buyer and seller certifications, and other documents and instruments appropriate to cause this Corporation to transfer and convey such real property and related assets:

Joe Killinger
Wesley Eisner
Maria Braden*
Chris Nichols*
Monica Weaver*
Nicole Yagi*

; provided further, that the persons in this resolution designated with an asterisk are authorized to sign warranties and grant deeds only with at least one other person identified immediately above who is not so designated.

RESOLVED FURTHER, that the following person(s), acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Corporation to execute, acknowledge and deliver any and all documents deemed by him or her to be necessary or appropriate in connection with this Corporation's sales, marketing and real property management activities, including, but not limited to, master service agreements, vendor agreements, independent contractor sales agreements and supporting documents and offers of employment with this Corporation for sales personnel:

Joe Killinger
Maria Braden
Danelle Sherman

RESOLVED FURTHER, that the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Corporation to execute, acknowledge and deliver any and all master subcontract agreements, material purchase agreements, subcontract work agreements, and related documents with respect to the construction of improvements on real property:

Joe Killinger
Wesley Eisner
Zach Gomes
Ruthe Stickley

RESOLVED FURTHER, that the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Corporation to execute, acknowledge and deliver master consultant agreements, and related documents with respect to development of real property:

Joe Killinger
Wesley Eisner
Zach Gomes
Matt Hogan
Leo Pantoja

RESOLVED FURTHER, that the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Corporation to execute, acknowledge and deliver any and all documents required in connection with this Corporation's customer service and new home warranty activities and other related business operations including, but not limited to, settlement agreements, purchase orders and subcontracts for labor and materials:

Joe Killinger
Wesley Eisner
Charles Sherwood
Charles E. Brown (*excluding settlement agreements)

RESOLVED FURTHER, that any of the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Corporation to execute, acknowledge and deliver documents establishing bank accounts, financing arrangements and other ordinary course banking and financial arrangements:

Joe Killinger
Wesley Eisner

RESOLVED FURTHER, that the following persons, acting alone, be, and they hereby are, authorized and empowered on behalf and in the name of this Corporation to execute, acknowledge and deliver any and all documents required in connection with this Corporation's studio and showroom sales activities and related business operations:

Joe Killinger
Wesley Eisner
Maria Braden
Jennifer Kovanda

RESOLVED FURTHER, that the following persons, acting together, be, and each hereby is, authorized and empowered to act on behalf of this Corporation in its capacity as a member of any limited liability company or as a partner of any partnership in which this Corporation owns an interest:

Joe Killinger
Wesley Eisner

RESOLVED FURTHER, that Joe Killinger, President of this Corporation be, and he hereby is, authorized, empowered and directed, for and on behalf of this Corporation, to take such further actions and to do all such further things which he may deem necessary and appropriate to accomplish the purpose and to effectuate the intent of any of the foregoing resolutions with respect to this Corporation.

RESOLVED FURTHER, that any and all documents executed or actions undertaken by any officers or employees listed in the foregoing resolutions between April 24, 2015 and the date hereof substantively within the scope of their authority as designated above be, and they hereby are, ratified, confirmed and approved.

EXHIBIT "A"

WEST ROSEVILLE LAND USE PLAN **EXHIBIT A**

Figure 4-1

	Land Use Designation	Acres
LDR	Age Restricted	146.79
	Pocket Park	13.94
	Residential	1,352.61
MDR	Residential	80.92
	VC-Residential	46.13
HDR	Residential	94.51
	VC-Residential	9.39
	VC-Residential / Senior	12.36
CC	Commercial	48.49
	VC-Commercial	13.81
LI	Light Industrial	55.16
IND	Industrial	32.86
OS	Open Space	691.54
	Paseo	13.44
PR	Fiddyment Park	95.56
	Park	67.33
	Sports Complex	75.13
	VC-Park	8.98
	VC-Village Green	3.85
P/QP	Elementary School	37.75
	Fire Station	2.51
	High School	52.85
	Middle School	20.28
	Substation	1.55
	VC-Church	10.83
	Water Tank	5.36
	Well	0.83
	WWTP	14.99
ROW	Right of Way	153.68

*See Land Use By Parcel table for Unit totals

Totals: 3,163.43

Bike Route

Class I - Trails

N
W E
S

0 0.25 0.5
Miles

Last Updated: May 4, 2017

EXHIBIT "B" Breakdown of Costs

WRSP PARCEL W-81 (SEGMENT 1) TRAIL PROJECT
A paved multi-use trail adjacent to Parcels W-16, W-13, W-51, W-76.

Description	Quantity	Unit	Unit Price	Extension		
Bike trail subgrade	24,025	sf	$ 0.60	$ 14,415.00		
2" AC / 8" AB bike trail	28,410	sf	$ 3.35	$ 95,173.50		
4" AB shoulder	5,600	sf	$ 3.00	$ 16,800.00		
3" DG shoulder	5,600	sf	$ 3.50	$ 19,600.00		
					Subtotal:	$ 145,988.50
Walls & Fences	2,655	lf	$ 13.19	$ 35,022.00		
Wall & Fences Prevailing Wage				$ 6,080.00		
					Subtotal:	$ 41,102.00
					Total:	**$ 187,090.50**

ORDINANCE NO. 5883

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2017-18, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the West Roseville Specific Plan W-81 Bike Trail, Segment 2 project per request of the Public Works Department, as listed on the attached Request for Budget Adjustment totaling $187,091.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

____
MAYOR

ATTEST:

____
City Clerk

CITY OF ROSEVILLE CALIFORNIA

REQUEST FOR BUDGET ADJUSTMENT

FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:
A.R. 6.01 Budget Adjustment Policy & Procedure.

For more detailed budget adjustment training information, including examples, please click on the following link:
Miscellaneous Budget Training Information.

REQUESTER*: Jeannie Gandler

DEPARTMENT/DIVISION*: Public Works/Alternative Transportation

FISCAL YEAR/EFFECTIVE DATE*: 2018

PROPOSED COUNCIL DATE (if applicable): 11/01/2017

USE OF FUNDS*

AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
187,091	50012	6130	243	189006	45	WRSP Parcel W-81 Bike Trail Segment 2
$ 187,091	TOTAL					

SOURCE OF FUNDS*

AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
187,091			243			WRSP Parcel W-81 Bike Trail Segment 2
$ 187,091	TOTAL					

FINANCE USE

Approved: Kathy Cullen 10/17/17
BUDGET MANAGER/DESIGNEE DATE

10/17/17
Finance Director DATE

Justification for Budget Adjustment*:

Approval of the budget adjustment will facilitate construction of the WRSP W-81, Bike Trail Segment 2 , an approximately .5 mile long segment of trail that is planned as part of the West Roseville Specific Plan bikeway system.

Approved: 10-17-2017
REQUESTING DEPARTMENT HEAD / DESIGNEE DATE

Approved:
CITY MANAGER DATE

Revised 6/2016

COUNCIL COMMUNICATION

CC #: 8848
File #: 0102-06

Title:	Proclamation - Extra Mile Day
Contact:	Marissa Ramos 916-774-5266 mramos@roseville.ca.us

Meeting Date: 11/1/2017
Item #: 6.11.

RECOMMENDATION TO COUNCIL

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

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Marissa Ramos, Deputy Clerk

Sonia Orozco, City Clerk

Rob Jensen, City Manager

ATTACHMENTS:

Description

Proclamation - Extra Mile Day November 1st 2017

EXTRA MILE DAY

November 1, 2017

WHEREAS, Roseville, California is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively "go the extra mile" in personal effort, volunteerism, and service; and

WHEREAS, Roseville, California, encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to individual ambitions, family, friends, and community; and

WHEREAS, Roseville, California, chooses to shine a light on and celebrate individuals and organizations within the community who "go the extra mile" in order to make a difference and lift up fellow members of their community; and

WHEREAS, Roseville, California, acknowledges the mission of Extra Mile America foundation to create 575+ Extra Mile cities in America and is proud to support "Extra Mile Day" on November 1, 2017; and

NOW, THEREFORE, I, SUSAN ROHAN, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby proclaim November 1, 2017 as EXTRA MILE DAY and urge individuals in the community to take time on this day to "go the extra mile" and to acknowledge those individuals who are inspirational in their commitment to making their organizations, families, communities, and the world a better place.

SIGNED AND APPROVED this 1st day of November, 2017.

____

SUSAN ROHAN, MAYOR

ATTEST:

____

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA

COUNCIL COMMUNICATION

CC #: 8849
File #: 0102-10

Title: Resolution of Commendation and Appreciation to Richard "Dick" Chapman
Contact: Marissa Ramos 916-774-5266 mramos@roseville.ca.us

Meeting Date: 11/1/2017
Item #: 6.12.

RECOMMENDATION TO COUNCIL

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

BACKGROUND

Not Applicable

FISCAL IMPACT

Not Applicable

ECONOMIC DEVELOPMENT / JOBS CREATED

Not Applicable

ENVIRONMENTAL REVIEW

Not Applicable

Respectfully Submitted,

Marissa Ramos, Deputy Clerk

Sonia Orozco, City Clerk

Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution of Commendation and Appreciation to Richard "Dick" Chapman

City of Roseville

RESOLUTION

of

COMMENDATION AND APPRECIATION

WHEREAS, Construction Inspector Supervisor, Richard "Dick" Chapman, began his distinguished career with the City of Roseville on March 18, 1991, and has chosen to retire after 26.5 years of dedicated service; and

WHEREAS, Dick was originally hired as a Civil Engineering Technician I in the Public Works Department, Engineering Division and was assigned to Construction Inspection, thereby providing inspection services for both private and public roadway infrastructure projects; and

WHEREAS, Dick promoted to Civil Engineering Technician II in 1992, thereby expanding to capital improvement project assignments that required greater skill in communication, coordination, documentation, and establishing a vital role in enforcing City Construction Standards; and

WHEREAS, Dick promoted to Senior Public Works Inspector in 2003, advancing supervision, project assignment, and leadership skills which guided the inspection team through multiple major backbone infrastructure improvement projects within city specific plans, and developing instrumental training for inspector staff members; and

WHEREAS, in 2007 Dick promoted to Construction Inspector Supervisor where he established consistent field inspection protocol and practices, enabling him to develop office reports, databases, and guidance manuals; and

WHEREAS, Dick deservingly received several Perfect Attendance Certificates and the Pride of Roseville Award for Top Team Award in 2017; and

WHEREAS, Dick has been an exceptional employee, generously sharing his time, talents, and expertise with his fellow employees, working hard to make the City of Roseville a great place to live, work, and play, and he will be greatly missed.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **RICHARD "DICK" CHAPMAN** be commended for his outstanding service and dedication to the City of Roseville, congratulated for his many accomplishments, and wished a long, healthy, and enjoyable retirement.

SIGNED AND APPROVED this 1st of November, 2017.

____

SUSAN ROHAN, MAYOR

ATTEST:

____

SONIA OROZCO, CITY CLERK

CITY OF ROSEVILLE, CALIFORNIA

COUNCIL COMMUNICATION

CC #: 8851
File #: 0709-03

Title:	Junction Crossing Project, 120 Pacific Street - Exclusive Right to Negotiate Agreement
Contact:	Trisha Isom 916-746-1239 tisom@roseville.ca.us Danielle Foster 916-774-5446 dfoster@oseville.ca.us

Meeting Date: 11/1/2017
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution authorizing the City Manager to execute the attached Exclusive Right to Negotiate Agreement with St. Anton Communities for the Roseville Junction Station Project at Pacific and Church Streets in Historic Old Town.

BACKGROUND

The City completed a Notice of Funding Availability (NOFA) back in 2010 and received several proposals for the development of affordable housing, including the one from Pacific & Church Partners, LLC for the development of this proposed site at Pacific and Church Streets in Historic Old Town. The City accepted the proposal, as the Redevelopment Agency, and in June 2011, the former City of Roseville Redevelopment Agency approved the establishment of an Exclusive Right to Negotiate Agreement (ENA) with Pacific & Church Partners, LLC. The intent of the ENA was to explore the potential development of a mixed-use housing project on a combination of public and private properties on the southwestern end of Pacific and Church Streets in Historic Old Town Roseville. The ENA expired when Pacific & Church Partners, LLC could not secure the required funding for the proposed project.

Subsequent to the original proposal seven years ago, the partnership reconfigured itself and added Pacific Housing as an additional partner to the site's proposed development. On July 15, 2015, the City Council approved Resolution #15-324, executing a subsequent Exclusive Right to Negotiate Agreement (ENA) between the City of Roseville and Pacific and Church Partners, LLC. The purpose of the ENA was to assist in the development of an affordable housing project, referred to as Roseville Junction Station.

After approval of this second ENA, Pacific & Church Partners, LLC met with the City's Economic Development Department and indicated their intent to partner with St. Anton Communities (St. Anton) to develop and manage the proposed project. St. Anton, a full service property management company specializing in market rate and affordable housing management, was subsequently added to the reconfigured partnership.

On April 20, 2016, the City Council, acting as Housing Successor to the Redevelopment Agency, approved Resolution 16-127 approving $400,000 from the Low and Moderate Income Fund and $200,000 from the Housing Taxable Bonds and the City Council also approved Resolution 16-126, authorizing $3.76 million from City Affordable Housing Funds for a total of $4.36 million to assist in developing the proposed 80-unit affordable housing community called Roseville Junction Crossing. Roseville Junction Crossing is proposed as a 100 percent affordable housing community offering 80 studio and one-bedroom units to accommodate very-low and low-income households.

With the expiration of the most recent ENA at the end of 2016 and with the need to revise the parties and terms of the document, staff has drafted an updated ENA document with St. Anton properties that is attached to this report. Staff believes continuing the ENA process with this organization offers the City a unique opportunity due to St. Anton's control of the neighboring property, which they are proposing be developed in conjunction with the City's property. The control of the neighboring property uniquely qualifies St. Anton to develop the proposed project.

The goals of the drafted ENA are to: address next steps in the planning review process, including completion of an economic study and presentation before the Planning Commission; outline the necessary steps for property preparation and lot merger; require city compensation for the non-housing property being contributed to the project; complete revisions and the inclusion of St. Anton as the developer of the project; and outline a clear timeline for the completion of the ENA term, execution of a Disposition and Development Agreement, security of remaining project financing, and construction of the project. The revised ENA includes a timeline with construction to start on the project by June 2018, subject to the other steps of the process being achieved.

Subsequent to drafting the revised ENA, the City received additional information on the Third Track Project that indicated a greater potential impact on Historic Old Town parking and circulation. A parking study was completed to identify potential future parking shortfalls if any based on near- and long-term changes within the Historic Old Town area. The study found that increased parking demand generated by the Roseville Junction Crossing apartments and other identified future Historic Old Town projects could be sufficiently accommodated by on-site parking provisions. With the results of this study, staff is comfortable in recommending the enclosed ENA.

The updated ENA, provided with this report, includes a timeline through 2018. Staff anticipates reporting back to the City Council at the conclusion of the feasibility period with the outcome of the project's planning and feasibility evaluation. If the project is deemed feasible, the parties will begin formal negotiations of contractual terms and conditions for a Disposition and Development Agreement (DDA). If successful, the final loan amount, loan agreement with terms, and any related documents will be brought to City Council for review and approval at that future date with the DDA.

FISCAL IMPACT

No General Funds will be used for this project. The City Council, acting as Housing Successor to the Redevelopment Agency, previously approved Resolution 16-127 approving $400,000 from the Low and Moderate Income Fund and $200,000 from the Housing Taxable Bonds and City

Council approved Resolution 16-126 approving $3.76 million from the Affordable Housing Funds for a total of $4.36 million to assist in development of Junction Crossing. If action is taken to approve the enclosed ENA, Council will be confirming prior direction to staff to continue reserving these funds for this project until final feasibility of the project can be determined.

ECONOMIC DEVELOPMENT / JOBS CREATED

This Exclusive Right to Negotiate Agreement will not result in the creation of jobs, but if the negotiations continue to the development of an affordable housing project, construction jobs will be created during its development, and property management and maintenance jobs will continue with the operation of the apartments. Should the project proceed to construction it will represent approximately a $16 million dollar investment in Historic Old Town.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines Section 15061(b)(3). Execution of this agreement does not include the potential for a significant environmental effect, and therefore is not subject to CEQA. CEQA review for the proposed Roseville Junction Crossing project will occur separately through the planning review process.

Respectfully Submitted,

Trisha Isom, Housing Analyst

Chris Robles, Economic Development Director

Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-455

Junction Crossing ENA

RESOLUTION NO. 17-455

APPROVING AN EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ST. ANTON COMMUNITIES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Exclusive Right to Negotiate Agreement regarding the development of an affordable housing project at 120 Pacific Street (Junction Crossing Project), between the City of Roseville and St. Anton Communities, LLC, has been reviewed by the City Council; and

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

EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT FOR DEVELOPMENT OF AN AFFORDABLE HOUSING PROJECT ON THE 100 BLOCK OF PACIFIC STREET
(Junction Crossing Project)

THIS AGREEMENT (“Agreement”) is entered into this ____ day of ______________, 2017, by and between the City of Roseville, a municipal corporation (“CITY") and St. Anton Communities, LLC, a California limited liability company ("DEVELOPER"); and

W I T N E S S E T H:

WHEREAS, DEVELOPER proposes to develop an affordable housing project, which includes, 80 apartments consisting of 8 very low income and 72 low income apartments and parking (“Project”); and

WHEREAS, DEVELOPER proposes to develop, design, and construct the Project on parcels which DEVELOPER owns and/or has an option to purchase and on parcels owned by CITY on the 100 block of Pacific Street as described on Exhibit “A,” attached hereto and incorporated herein by this reference (collectively, "Project Site"); and

WHEREAS, DEVELOPER and its previous partners have been negotiating and working on this Project since June 2011 and CITY is interested in advancement and completion of the Project in a timely manner;

WHEREAS, the purpose of this Agreement is to set forth a framework by which the parties intend to further negotiate performance and development of the Project based upon agreed milestones; and

WHEREAS, it is the intent of the parties to:

A. Further negotiate the steps and timing of the development and building program for the Project;

B. Further negotiate business terms and conditions, including private financial and potential CITY or other potential public financial participation and compensation in the Project;

C. Set forth provisions for performance and development periods and deadlines for equity or financing commitments; and

D. Negotiate and reach agreement on any other necessary contracts, financial instruments, and related documents for development of the Project.

NOW, THEREFORE, CITY and DEVELOPER agree as follows:

1. Exclusive Right to Negotiate. The parties hereby agree to diligently and in good faith negotiate the terms and conditions herein, for consideration by CITY and for execution between CITY and DEVELOPER of agreements with respect to the development of the Project. DEVELOPER and/or CITY shall not negotiate with any other person or entity regarding development of their respective parcels subject to this Agreement during the term of this Agreement. DEVELOPER acknowledges that CITY retains the authority to process applications for other similar projects, in locations other than the Project Site, in regards to planning and building entitlements within the City of Roseville during the term of this Agreement. Both parties agree to act in good faith to develop the Project based on the performance and development periods outlined in this Agreement. All references to the "City Manager" in this Agreement shall also refer to the City Manager's designee.

2. Performance and Development Periods. This Agreement shall consist of two (2) phases, a "Performance Period" and a "Development Period," as follows:

A. Performance Period. The Performance Period shall commence from the date of execution of this Agreement and shall be completed no later than February 28, 2018. During the Performance Period, DEVELOPER shall, at its cost, and to the City Manager and Economic Development Director's reasonable satisfaction, complete all of the following Performance Period activities:

Developer requirement	**To be completed**
Submit a site plan designating 31 shared parking spaces	within 30 days of execution of this Agreement
Execute contracts and pay the necessary fees to initiate an economic feasibility study	within 30 days of execution of this Agreement
Compensate CITY for the cost of the appraisal completed June 10, 2016 in the amount of $3,500	within 30 days of execution of this Agreement
Enter into a contract for and fund the full cost of the updated appraisal	no later than 30 calendar days prior to close of escrow on the Project Site
Submit a map and complete application for the lot merger and resubdivision of Project Site	prior to issuance of building permits
Develop an updated funding source matrix and requirements for securing all necessary funding and provide documentation of DEVELOPER's ability to finance the Project	no later than November 17, 2017
Work in good faith towards Planning Commission action, responding to Planning staff requests within 15 calendar days	with a Planning Commission action no later than January 31, 2018
Execution of a Disposition and Development Agreement with CITY that includes paid compensation to CITY for the value of the property.	no later than February 28, 2018
Submit CDLAC application for Project	no later than March 31, 2018
Complete review process for well abandonment and well building demolition	prior to issuance of building permits

Developer requirement	To be completed
Address electrical facilities and transformer in direct conflict with the proposed building improvements, including relocation of utilities	prior to issuance of building permits
Respond to Building Plan Check comments within 15 calendar days to secure building permits	with building permit issuance no later than June 1, 2018
Submit such other reasonably related information or authorizations as may be required by the Economic Development Director and/or his or her designee.	October to June 30, 2018

DEVELOPER shall submit all required related information and documentation in writing to the City Manager prior to the expiration of the Performance Period. The City Manager shall, in consultation with the Roseville City Attorney, evaluate and determine (1) whether such information and performance are sufficiently complete, adequate and appropriate, and (2) whether DEVELOPER has demonstrated appropriate and sufficient private financing to allow the parties to proceed to the Development Period. If the foregoing requirements have not been met, as determined by the City Manager, this Agreement may be deemed terminated at the sole discretion of the City Manager by written notice to DEVELOPER.

B. Development Period. The Development Period shall commence no later than June 1, 2018. If construction does not commence by June 1, 2018, this Agreement will be automatically terminated unless otherwise extended in the sole discretion of the City Manager.

The Roseville City Attorney shall determine the types of contracts, financial instruments, and other documentation that will be required subsequent to this Agreement for the completion of this Project.

3. Progress Reports and Technical Assistance. Upon reasonable request by CITY and no less than monthly, DEVELOPER agrees to make oral and written progress reports

advising CITY on DEVELOPER's progress towards the milestones detailed in the Performance Period. Should DEVELOPER fail to make progress or fail to complete and submit to CITY any of the specific items listed in this Agreement in a timely fashion in accordance with the schedule of performance, the City Manager may at his or her option immediately terminate this Agreement by written notice to DEVELOPER.

CITY will assist and cooperate by providing DEVELOPER with reasonable and appropriate technical information and assistance in fulfilling the DEVELOPER's obligations.

4. DEVELOPER's Team. DEVELOPER's team consists of:

- Ardie Zahedani, Division President, St. Anton Communities
- Jay Coles, Development Manager, St. Anton Communities
- Dan Fenocchio, Principal, Cunningham Engineering
- Keith Labus, Principal, KTGY Group, Inc.
- Kevin Leamy, Principal, Landscape Engineer

Any change in DEVELOPER's development team shall be reported in writing to CITY within fifteen (15) calendar days of such change and is subject to the approval of CITY.

5. No Reimbursement or Public Financial Commitment. For any activities under this Agreement DEVELOPER shall have no right to be reimbursed by CITY for any costs incurred by DEVELOPER. Upon termination of this Agreement neither party shall accrue any further rights or incur any further obligations or liability to the other under this Agreement. By execution of this Agreement, CITY is not committing itself or agreeing to undertake:

A. Acquisition of land;

B. Disposition of land to DEVELOPER;

C. Pre-commitment or commitment of any public funds; or

D. Any other act or activities requiring the subsequent independent exercise of discretion by CITY or any department of it.

CITY reserves final discretion and approval as to the Project, Project agreements, permits, environmental review, provision of public financing, if any, and all related matters in connection therewith. However, nothing in this Agreement shall limit the type or extent of obligations or commitments, including the commitments set forth above, which CITY may elect to provide. Similarly, DEVELOPER reserves discretion and approval as to the items listed in this paragraph and, further, the right to terminate this Agreement by immediate notice to CITY if CITY imposes terms and conditions as part of the Project Permit and approval process which are unacceptable to DEVELOPER.

This Agreement does not constitute a disposition of property or exercise of control over property owned by CITY. Execution of this Agreement by CITY is merely an agreement to enter into a period of negotiations according to the terms of this Agreement, reserving final discretion and approval by CITY as to any Project Agreement and all proceedings and decisions in connection therewith.

6. DEVELOPER's Representations and Warranties. DEVELOPER hereby represents and warrants that it has made full disclosure to CITY of its principals, officers, major stockholders, major partners, joint venturers, key managerial employees and other associates, and other material information relating to the Project concerning DEVELOPER and its associates. Any significant or material change in such management ownership or control of DEVELOPER or such information shall be reported to CITY and is subject to the approval of CITY prior to the execution of a Project Agreement. All persons executing this Agreement on behalf of DEVELOPER represent and warrant that they are authorized to do so.

7. Agreement and Project Subject to Applicable Policies and laws. This Agreement and any development of the Project are subject to all applicable policies and laws, including but not limited to, the provisions of the Roseville General Plan, the Roseville Municipal Code and the Zoning Ordinance as they currently exist, or may hereafter be amended. The parties acknowledge that Project approval will be subject to the California Environmental Quality Act.

8. Commissions and Brokerage Fees. CITY shall not be liable for any real estate commission or brokerage fee which may arise from this Agreement. CITY represents that it has engaged no broker, agent or finder in connection with this transaction, and DEVELOPER agrees to hold CITY harmless from any broker, agent or finder retained by DEVELOPER.

9. Assignment. CITY enters into this Agreement solely because of the skills, characteristics, real property ownership, and abilities which are unique to DEVELOPER, and which CITY believes are necessary for the successful development of the Project. Therefore, the obligations of DEVELOPER pursuant to this Agreement may not be assigned by DEVELOPER. Any attempted assignment contrary to this section shall, at the option of the City Manager, immediately void and terminate this Agreement.

10. Integrated Agreement. This is an integrated Agreement, and contains all of the terms, considerations, understandings and promises of the parties. It shall be read as a whole.

11. 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.

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

13. 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.

14. Governing Agreement. In the event of any conflict between this Agreement and its Exhibits, the provisions of this Agreement shall govern. In the event of any conflict between any of the Exhibit, the provisions of the first in order of attachment shall govern.

15. Notice. Any notices to parties required by this Agreement shall be delivered or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE	DEVELOPER
Chris Robles Economic Development Director 311 Vernon Street Roseville, CA 95678	Ardie Zahedani St. Anton Communities 1801 I Street, Suite 200 Sacramento, CA 95811

Either party may amend its address for notice by sending notice to the other party.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of the Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. ________, adopted by the City of Roseville on the ____ day of ____________________, 2017, and DEVELOPER has caused this Agreement to be executed.

(SIGNATURE PAGE FOLLOWS)

CITY OF ROSEVILLE,
a municipal corporation:

BY: ______________________
ROB JENSEN
City Manager

ATTEST:

BY: ______________________
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: ______________________
ROBERT R. SCHMITT
City Attorney

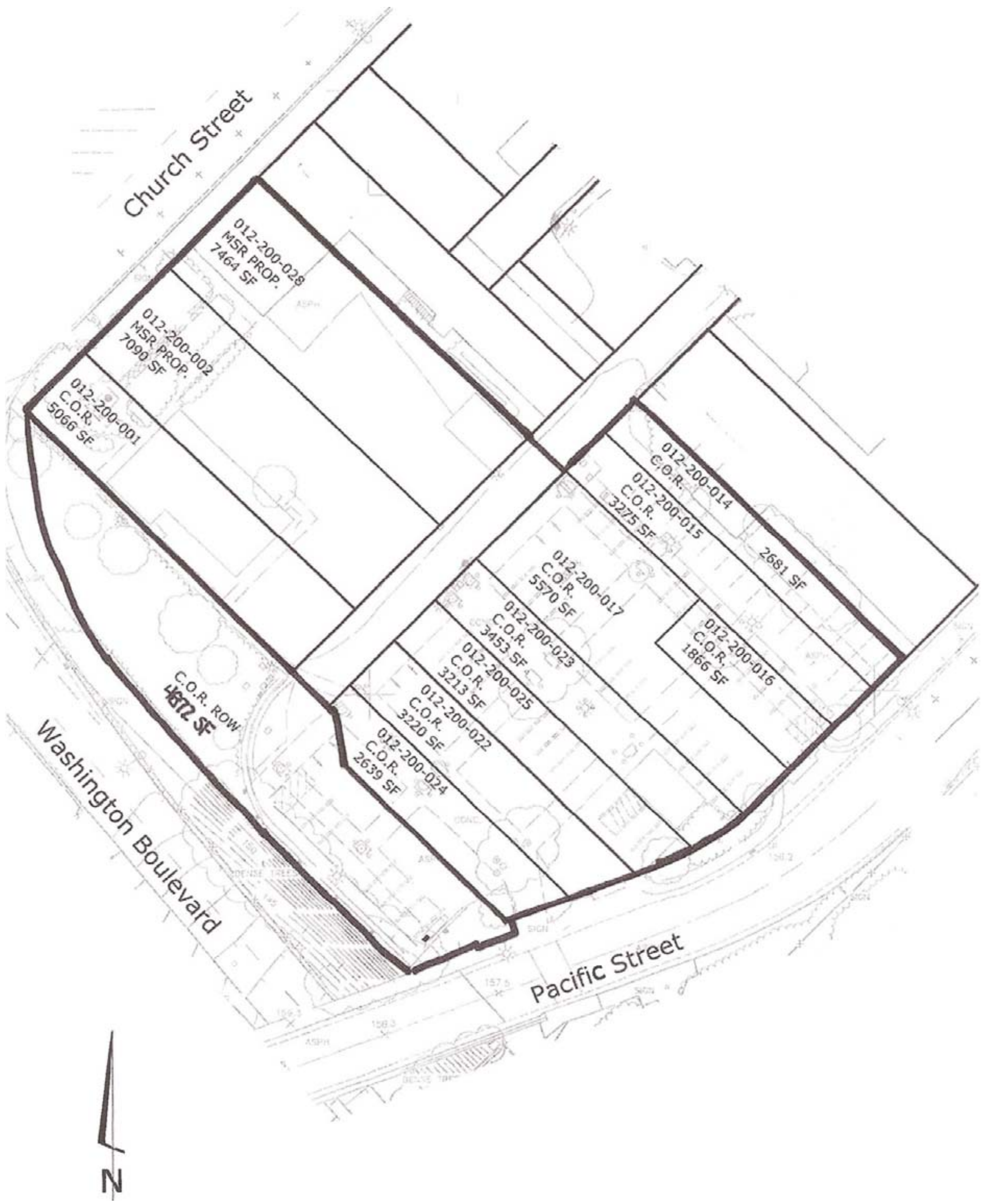
APPROVED AS TO SUBSTANCE:

BY: ______________________
CHRIS ROBLES
Economic Development Director

St. Anton Communities, LLC, a
California limited liability company:

BY: ______________________
ARDIE ZAHEDANI
Division President

EXHIBIT A
(Project Site)



COUNCIL COMMUNICATION

CC #: 8852
File #: 0102-11

Title: Utility Billing System Launch Update
Contact: Vonette Fontaine 916-774-5625 vfontaine@roseville.ca.us

Meeting Date: 11/1/2017
Item #: 8.1.

RECOMMENDATION TO COUNCIL

Staff will provide a brief overview of the new utility billing system and customer communication plan.

BACKGROUND

On November 13, City of Roseville utility customers will have a new billing system offering new ways to manage and pay electric, water, wastewater and solid waste utility bills.
Significant technological advances over the past 14 years have changed the way people pay bills, request services and communicate with service providers. Many utility customers now use mobile devices as their primary communication channel. Emails and texts are the norm for interaction, and our customers use web based self-service portals to complete their business. Paper notifications and customer calls are now the exception, not the rule.
Because the current utility billing system can no longer keep pace with customer demands, business objectives and faces hardware limitations and system support issues, the City embarked several years ago to replace it.

The new utility billing system offers a significant improvement in our customer service, with the added benefit of improving our internal processes while meeting goals and objectives for City utilities including:

- Increased security for customer data
- Compliance with regulatory mandates
- Process automation and efficiencies
- Improved integration with other City systems
- User-defined reports and dashboards

Customers will have new tools and options that enhance their interaction with City utilities. These new features are vitally important to meet customer expectations and maintain high-level customer satisfaction. Beginning next month, the new utility billing system and new self service website offers customers:

- Real-time payment posting

• Pay by text options
• Online signup for budget billing, payment arrangements and recurring payments
• Simplified utility statements and usage graphs
• Online start and stop service requests
• The ability for solar customers to review their solar plan status on both the bill and website
• Email notifications
• A mobile app giving customers the ability to communicate using their cell phones. (This feature will be available in mid-2018.)
All customers will be assigned a new account number and MUST register on the new website with their new account number to gain online access.

To protect customer data, all customers that presently have recurring or automated payments MUST create a new online account and set up a new payment method.

Because of these changes, the City is implementing a robust communication plan, which includes email blasts, bill inserts, bill messages, envelope messages, digital advertising, and direct mail notification to effectively inform, educate and engage customers. If necessary, we will consider adjusting customer service staff hours to accommodate customer calls.

FISCAL IMPACT

There is no fiscal impact for this presentation.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The presentation is not considered a “project” as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently no CEQA action is required.

Respectfully Submitted,

Vonette Fontaine, Department Public Information Officer

Michelle Bertolino, Eleectric Utility Director and Jay Panzica, Chief Financial Officer

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Rob Jensen, City Manager